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**CHAPTER 1. STATEMENT OF POLICIES****Section A. Fair Housing**

1. It is the policy of the Brunswick Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.
2. No person shall, on the ground of race, color, sex, religion, national or ethnic origin, age, handicap, marital status, sexual orientation, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Brunswick Housing Authority housing programs.
3. To further its commitment to full compliance with applicable Civil Rights laws, the Brunswick Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Brunswick Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.
4. The Brunswick Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Brunswick Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

**Section B. Reasonable Accommodation**

1. Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Brunswick Housing Authority housing programs and related services. This policy clarifies how people can request accommodations and the guidelines the Brunswick Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Brunswick Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.
2. Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

3. Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.
4. All decisions granting or denying requests will be in writing.
5. In granting an accommodation, the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).
6. It may be possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Brunswick Housing Authority will obtain verification that the person is a person with a disability.
7. When it is not apparent that the requested accommodation is related to the apparent or documented disability, the Brunswick Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Brunswick Housing Authority will not inquire as to the nature of the disability.
8. In order to be determined reasonable, the accommodation must not alter the fundamental business that the Brunswick Housing Authority conducts. For instance, the Brunswick Housing Authority would deny a request to have the Brunswick Housing Authority do grocery shopping for the person with disabilities.
9. In addition, the requested accommodation must not create an undue financial hardship or administrative burden. Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Brunswick Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
10. Generally the individual knows best what they need; however, the Brunswick Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Brunswick Housing Authority's programs or services.

11. If more than one accommodation is equally effective in providing access to the Brunswick Housing Authority's programs and services, the Brunswick Housing Authority retains the right to select the most efficient or economic choice.
12. Reasonable modification policies under the fair housing laws allow people with disabilities to alter their rental housing units to meet their unique needs. Under reasonable modification, an owner participating in the Housing Choice Voucher program must allow a person with a disability – at their own expense – to make certain physical modifications to a unit if needed to fully use and enjoy the housing unit. Owners may require that the modifications be completed in a professional manner and be in compliance with all applicable building codes. In addition, owners may require the tenant to restore the unit to its original condition before vacating.
13. In the Housing Choice Voucher program, owners are generally not required to pay for modifications. However, the BHA may approve a higher rent for an owner who is making accessibility modifications to a unit to meet a HCV household's needs. In doing so, the BHA is helping the owner pay for the cost of the modification; however, the unit must still meet the BHA's rent reasonableness standards.
14. The BHA can not, by regulation, approve a unit for lease under the Section 8 program if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the Section 8 household. However, this regulation may be waived as a reasonable accommodation for a person with a disability.
15. Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

### **Section C. Services for Non-English Speaking Applicants and Residents**

1. The Brunswick Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families.

### **Section D. Family/Owner Outreach**

1. The Brunswick Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families through education of our programs to our community. Our staff is consistent in communicating the status of housing availability with all the area churches, clubs, social service representatives, health professionals, community leaders and

- residents informing them of housing eligibility factors and guidelines for the Section 8 Program.
2. To reach persons, who cannot or do not read newspapers, the Brunswick Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Brunswick Housing Authority will also try to utilize public service announcements.
  3. The BHA staff generally works one on one with owners that are seeking information about the Section 8 program. If an owner calls or stops by the office, the staff will take the time to explain:
    - A. how the program works;
    - B. how the program benefits owners;
    - C. the owners' responsibilities with emphasis placed on quality screening
    - D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Brunswick Housing Authority staff.
  4. As issues and concerns arise, the BHA holds meetings inviting all participating owners providing opportunities for owners to ask questions, obtain written materials and meet BHA staff.
  5. Owners receive newsletters containing helpful information (i.e., explanations of rent reasonableness, the importance of tenant screening, annual inspections, repairs and possible abatements, etc.), changes in regulations and names and phone numbers of staff personnel to contact with questions, comments or suggestions.
  6. Voucher Holders are informed of a broad range of areas where they may lease units inside the BHA's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.
  7. The BHA, always in close communication with local realtors and management companies, believes the methods of marketing listed in this section are effective in outreaching all landlords and families wishing to participate in our programs including those outside the areas of low-income or minority concentration.



**Section E. Right to Privacy**

1. All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.
2. Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

**Section F. Required Postings**

1. The Brunswick Housing Authority will post on its website and in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:
  - A. The Section 8 Administrative Plan
  - B. Notice of the status of the waiting list (opened or closed)
  - C. Address of all Brunswick Housing Authority offices, office hours, telephone numbers, Maine Relay Service Number for TDD and non-TDD users, and hours of operation
  - D. Income Limits for Admission
  - E. Informal Review and Informal Hearing Procedures
  - F. Fair Housing Poster
  - G. Equal Opportunity in Employment Poster

Please note: “A. Section 8 Administrative Plan” and “E. Informal Review and Informal Hearing Procedures” are available for review at the Business Office located at 12 Stone Street, Brunswick, ME.

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**CHAPTER 2. BHA /OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY**

1. This Section outlines the responsibilities and obligations of the Brunswick Housing Authority, the Section 8 Owners/Landlords, and the participating families.

**Section A. BHA Responsibilities**

1. The Brunswick Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Brunswick Housing Authority Section 8 Administrative Plan.
2. In administering the program, the Brunswick Housing Authority must:
  - A. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - B. Explain the program to owners and families;
  - C. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - D. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
  - E. Affirmatively further fair housing goals and comply with equal opportunity requirements;
  - F. Make efforts to help disabled persons find satisfactory housing;
  - G. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
  - H. Determine who can live in the assisted unit at admission and during the family's participation in the program;

- I. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
- J. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
- K. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
- L. Determine the amount of the housing assistance payment for a family;
- M. Determine the maximum rent to the owner and whether the rent is reasonable;
- N. Make timely housing assistance payments to an owner in accordance with the HAP contract;
- O. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
- P. Establish and adjust Brunswick Housing Authority utility allowance;
- Q. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Brunswick Housing Authority, if the owner defaults (e.g., HQS violation);
- R. Determine whether to terminate assistance to a participant family for violation of family obligations;

- S. Conduct informal reviews of certain Brunswick Housing Authority decisions concerning applicants for participation in the program;
- T. Conduct informal hearings on certain Brunswick Housing Authority decisions concerning participant families;
- U. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
- V. Administer an FSS program (**if applicable**).

### **Section B. Owner Responsibility**

1. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
2. The owner is responsible for:
  - A. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  - B. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  - C. Complying with equal opportunity requirements.
  - D. Preparing and furnishing to the Brunswick Housing Authority information required under the HAP contract.
  - E. Collecting from the family:
    1. Any security deposit required under the lease.
    2. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    3. Any charges for unit damage by the family.

- F. Enforcing tenant obligations under the lease.
- G. Paying for utilities and services (unless paid by the family under the lease.)
- H. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see Chapter 1, Section B. “Reasonable Accommodation”, paragraphs 12,13, and 14.

### **Section C. Obligations of the Participant**

- 1. This Section states the obligations of a participant family under the program.
  - A. The family must supply any information that the Brunswick Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
  - B. The family must supply any information requested by the Brunswick Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  - C. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  - D. Any information supplied by the family must be true and complete.
  - E. The family is responsible for any HQS breach caused by the family or its guests.
  - F. The family must allow the Brunswick Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.
  - G. The family may not commit any serious or repeated violation of the lease.

- H. The family must notify the Brunswick Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
- I. The family must promptly give the Brunswick Housing Authority a copy of any owner eviction notice it receives.
- J. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
- K. The Brunswick Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Brunswick Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Brunswick Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (M) of this Section).
- L. The family must promptly notify the Brunswick Housing Authority if any family member no longer resides in the unit.
- M. If the Brunswick Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Brunswick Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Brunswick Housing Authority consent may be given or denied.
- N. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
- O. The family must not sublease or let the unit.
- P. The family must not assign the lease or transfer the unit.
- Q. The family must supply any information or certification requested by the Brunswick Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Brunswick Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Brunswick

Housing Authority for this purpose. The family must promptly notify the Brunswick Housing Authority of its absence from the unit.

1. Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Brunswick Housing Authority for absences exceeding 30 days. The Brunswick Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.
  2. Authorized absences may include, but are not limited to:
    - a. Prolonged hospitalization
    - b. Absences beyond the control of the family (i.e., death in the family, other family member illness)
    - c. Other absences that are deemed necessary by the Brunswick Housing Authority
- R. The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
- S. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.
- T. The members of the family may not engage in drug-related criminal activity or other violent criminal activity.
- U. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

**CHAPTER 3. ELIGIBILITY FOR ADMISSION****Section A. Introduction**

1. There are six eligibility requirements for admission to Section 8: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, signs consent authorization documents and completes a criminal background form. In addition to the eligibility criteria, families must also meet the Brunswick Housing Authority screening criteria in order to be admitted to public housing.

**Section B. Family Status**

1. **Family.** The BHA defines “family” as:
  - A. A group of persons normally expected to live together whose family head or spouse is legally responsible for the care and maintenance of a minor child or children; (A child who is temporarily away from home because of placement in foster care is considered a member of the family.)
  - B. An elderly person who is 62 years of age or older;
  - C. A disabled person as defined herein;
  - D. Any combination of elderly, near elderly, or disabled persons living together as a family; or
  - E. A single person who is not elderly, disabled or a remaining member of a tenant family. All single persons are eligible if they meet other eligibility criteria. The BHA will extend preference to elderly families (including disabled and handicapped persons) and displaced persons over single persons.
2. **Significant Other.** A significant other will be approved where appropriate for two or more persons living together in a spousal relationship in a stable family-type relationship, and can verify shared income or resources, and will live together in BHA housing programs.
3. **Head of Household.** The head of household is the adult member 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.
4. The BHA will recognize emancipated minors who qualify under State law as head of household.



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5. **Spouse of Head.** Spouse means the wife or husband of the head of household. Under the Noncitizens Rule, spouse means: the marriage partner who, in order to dissolve the relationship, would have to be divorced or the partner in a common law marriage. Spouse does not apply to boyfriends, girlfriends, significant others, or co-heads.
  6. **Live-In Aides.** A family may include a live-in aide provided that written verification from a physician verifies that a live-in aide is essential to the care and well-being of the family member who is elderly or disabled. The verification must include the hours the care is necessary.
    - A. The live-in aide cannot be responsible for the financial support of the family member(s) and cannot live in the unit except to provide care for the family member(s).
    - B. The live-in aide will not be considered to be an assisted family member and will have no rights or benefits under the program; i.e., their income will not be counted for purposes of determining eligibility or level of benefits and they will not be considered as a remaining member of a tenant family.
    - C. The BHA will recognize relatives as live-in aides provided they meet all of the elements of a live-in aide as described above.
    - D. The BHA has the right to disapprove a request for a live-in aide based on the screening criteria as described in this chapter.
  7. **Single Pregnant Women or Single Individuals Securing Legal Custody.** HUD has determined that single individuals, with no other children, who are pregnant or in the process of securing legal custody of any individual under the age of 18 years constitute families and are not subject to the limitations of single persons.
    - A. A single pregnant woman must meet the income limits for a one person family. The BHA will consider the appropriate bedroom size to include the unborn child; however, the allowance for dependents will not be in effect until the birth of the child.
    - B. In the instance where an immediate determination of pregnancy cannot be determined, the BHA will require a certificate from a physician.
    - C. If the pregnancy is terminated before admission to the public housing program, the applicant will be classified as a “single person” as defined in this chapter and assistance may be deferred if any other elderly, disabled or displaced person is on the waiting list.
    - D. If the pregnancy is terminated after admission, the individual constitutes a

remaining member of a tenant family and can continue in the program.

- E. Persons in the process of adopting an individual under 18 years of age will be treated the same as a single pregnant woman. Persons in the process of securing legal custody through other means must provide the BHA evidence from a credible source that there is a reasonable likelihood of success in securing custody before being admitted to occupancy. If such evidence of success cannot be provided, the individual will be allowed to retain his/her place on the waiting list with any eligible preference and with original date and time of application, until custody is secured. Once secured, the individual will be offered an appropriate unit in accordance with his/her position on the waiting list.
8. **Foster Children.** The BHA will give approval of a foster child to reside in a unit provided it would not result in overcrowding. An extra bedroom will not be issued to accommodate a foster child, the income will not be counted and foster children do not qualify for allowances or deductions except for child care.
9. **Child Custody.** The BHA considers the primary custody of a child based on a court's determination or, in the case of joint custody, with the individual whose address is listed in the school records.

In instances where the above does not apply, the situation will be reviewed on an individual case by case basis.

10. **Split Households Prior to Lease up.** The BHA will not grant two placements on the waiting list for a family that splits into two eligible families due to divorce or legal separation. If there is no court determination, the BHA will make the decision taking into consideration the following:
- A. which family member applied as head of household
  - B. which family unit retains the children or elderly or disabled members
  - C. restrictions that were in place at the time the family applied
  - D. role of domestic violence in the split
  - E. recommendations of social service agencies, children's protective services
  - F. or any other qualified professionals

Documentation of the above is the responsibility of the applicant families and if either or both families fail to provide such documentation, they may be denied placement on the waiting list.

11. **Split Households After Lease up.** The BHA will consider with whom the assistance will remain, on a case by case basis, taking into consideration the same criteria as “Split Households Prior to Lease up”. If a court decision is made relative the break up, the BHA will abide by the court’s determination of which family members continue to receive assistance.

**Section C. Income Eligibility**

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a low-income family that is:
  - A. A very low-income family;
  - B. A low-income family continuously assisted under the 1937 Housing Act (the BHA will consider a family continuously assisted if they experience an interruption in assistance of less than 120 days between assisted occupancy of one unit and assisted occupancy of the unit for which they will be assisted);
  - C. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - D. A low-income family that is a non purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - E. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
  - F. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at the time of admission to the program.

4. Families who are moving into the Brunswick Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into the Brunswick Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Brunswick Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Brunswick Housing Authority Section 8 Program.

**Section D. Citizenship/Eligible Immigrant Status**

1. Housing assistance is available only to those individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. If one or more member lacks eligible immigration status, assistance to the family will be prorated.
2. The Brunswick Housing Authority preliminary application for assistance informs the applicant that “To receive assistance, you must show you are a citizen of the United States or you have eligible immigration status. Before you receive subsidy you will be asked to verify the citizen status of all members of your household.”.
3. The applicant will be required to verify citizenship or eligible immigration status when they come to the top of the waiting list and the BHA determines their eligibility to receive assistance. Each adult member of the applicant household must verify by filling in and signing the “Declaration of Section 214 Status” form. For each child, the declaration must be signed by an adult residing in the unit who is responsible for the child.
4. Citizens and nationals are required only to submit a signed declaration that claims their status. Eligible noncitizens must submit the signed declaration, as well as, the required documentation listed on the “Declaration of Section 214 Status” form that applies to the status they are declaring.
5. Eligible families are comprised of citizen(s), national(s) or noncitizen(s) with *eligible* immigrant status and they receive full assistance.
6. A mixed family is a family that includes both eligible and ineligible individuals and their rent will be prorated.

7. If verification does not establish that the individual or at least one family member is eligible, the BHA will send the applicant family a notice of denial of assistance and notice of their right to request hearing.
8. For each family member this is a one-time requirement.
9. Should an individual join an existing household, that individual will receive a packet of forms to submit to the BHA for eligibility. The “Declaration of Section 214 Status” form is part of that package.

**Section E. Social Security Number Documentation**

1. To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.
2. The BHA will verify social security numbers with documentation containing the applicant’s social security number including the actual social security card, letters from the Social Security Administration, driver’s license, military identification or other official documents.
3. If a family member, over the age of six, does not have a social security number, the member must sign a certification that he or she does not have one. If the family member is a minor, a parent or guardian must sign the certification. The certification should:
  - A. state the individual’s name
  - B. state that the individual has not been assigned a social security number
  - C. state that the individual will disclose the number if he or she later gets one
  - D. be signed and dated

**Section F. Signing Consent Forms**

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign form HUD-9866, Authorization for the Release of Information/Privacy Act Notice. The BHA may collect information from State Wage Information Collection Agencies (SWICAs), Current and former employers of adult family members and financial institutions.
2. Form HUD-9886 expires 15 months after the date it was signed.
3. Adult family members, and the head, spouse and cohead must sign other consent forms as needed to collect information relevant to the family’s eligibility and level

of assistance. If a family member fails to sign a consent form, the BHA will deny admission to applicants, or in the case of recertifications, will terminate assistance. If admission is denied, or assistance terminated, the family will be informed of their right to a hearing.

**Section G. Eligibility of Students Enrolled In Institutions of Higher Education**

1. The following restrictions have been established for those students who are seeking assistance on their own, separately from their parents. The restriction on Section 8 assistance only applies to individuals who:
  - A. Are enrolled at an institution of higher education;
  - B. Are under the age of 24;
  - C. Are not veterans;
  - D. Are not married; and
  - E. Do not have a dependent child.
2. Students meeting these criteria are subject to a two-part income eligibility test. Both the student and the student's parents (individually or jointly) must be income eligible in order for the student to be eligible to receive Section 8 assistance.
3. If a student meeting these criteria is determined to be independent from his/her parents as described in paragraph 5, the income of the student's parents need not be considered in determining the student's eligibility.
4. The following definitions apply to the student rule restrictions:
  - A. *Dependent Child*: means a dependent child of a student enrolled in an institution of higher education and must be a member of the assisted family, other than the head of household or spouse, who is under the age of 18, is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.
  - B. *Independent Student*: a student who meets one or more of the following criteria:
    1. Be at least 24 years old by December 31 of the year for which aid is sought;
    2. Be an orphan or a ward of the court through the age of 18;
    3. Be a veteran of the U.S. Armed Forces;
    4. Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
    5. Be a graduate or professional student; or

6. Be married.
  - C. *Institution of Higher Education*: the definition for this purpose will be the definition in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002. In summary, colleges and universities that are accredited and some postsecondary vocational schools. (see Federal Register, 4/10/06, pages 18149-18150 for a complete definition)
  - D. *Parents*: means the biological or adoptive parents, or guardians (e.g. grandparents, aunt/uncle, godparents, etc.).
  - E. *Student*: means all students enrolled either full-time or part-time at an institution of higher education.
  - F. *Veteran*: means a person who served in the active military, naval, or air service, and who was discharged or released other than dishonorable.
  - G. *Financial Assistance*: any financial assistance that a student receives in excess of tuition (e.g., athletic and academic scholarships, Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study Programs) will be included in annual income. Financial assistance does not include loan proceeds.
  - H. *Assistance from Private Sources*: means non-governmental sources of income that may be provided to a student from a parent, guardian, or other family member and will be included in annual income.
5. The Brunswick Housing Authority can verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility by the following verification standards:
  - A. Reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year **OR** reviewing and verifying documentation to determine whether the student meets the U.S. Department of Education's definition of independent student.
  - B. Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent.
  - C. Verifying income provided by a parent, in a written certification by the parent, even if the amount of support is \$0.

6. If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not independent from his/her parents, the Brunswick Housing Authority must verify income of the parents to determine whether the student is eligible for assistance.
7. To verify parental income, the BHA will accept a declaration and certification of income, which includes a penalty of perjury. If the BHA determines the declaration, certification and eligibility of the parent is in question, the BHA will request and review supporting documentation. Supporting documentation includes, but is not limited to, IRS tax returns, consecutive and original pay stubs, TANF award letter, SSA award letter, and other official and authentic documents from a federal, state or local agency.
8. If the parents are married and living together, a joint declaration and certification of income will be obtained for review (if the parent is widowed or single, obtain the declaration and certification from that parent) .
9. If the parents are divorced or separated, a declaration and certification of income from each parent will be obtained for review.
10. If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, a certification under penalty of perjury describing the circumstances and stating the student has not received financial assistance from the other parent must be signed by the student. This will be reviewed with the declaration and certification of income from the parent the student has been living with to determine the student's eligibility for assistance.
11. The Brunswick Housing Authority will use the low-income limit for the jurisdiction in which the parents live when determining the income eligibility of the student's parents.

#### Section H. Denial of Assistance

1. Denials fall into two categories: Those that HUD requires (mandatory) and those that housing authorities determine (permissible).
2. Mandatory denials of assistance relative eligibility requirements are as follows:
  - A. Admission must be denied if the family does not meet the social security number disclosure, documentation and certification requirements.
  - B. Assistance must be denied if the family does not submit evidence of citizenship or eligible immigration status based on noncitizen rules



and regulations.

- C. Admission must be denied for an applicant if any member fails to sign sign consent forms for obtaining information.
- D. Admission must be denied if the family does not meet income eligibility requirements.
- E. Assistance must be denied or terminated if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education.

3. Mandatory denials relative drug abuse or other criminal activity:

- A. The Brunswick Housing Authority will not admit an applicant to the program for three years from the date of the eviction if any household member has been evicted from federally assisted housing for drug-related criminal activity (see Chapter 21, Glossary, for definition).

However, if the BHA determines the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised rehabilitation program approved by the BHA, or the circumstances leading to the eviction no longer exist (the member has died or is in prison), the BHA may admit the household.

- B. The Brunswick Housing will not admit a household to the program if any member of the household is illegally using a controlled substance or

abuses alcohol in a way that may interfere with the health, safety, or right to the peaceful enjoyment of the premises by other residents. The BHA will determine if a household member is “currently engaged” with controlled substances or abusing alcohol if the person engaged in the behavior recently enough to justify the belief that the behavior is current.

However, if the BHA determines the household member engaged in the behavior has completed a supervised drug or alcohol rehabilitation program, is currently participating in a supervised drug or alcohol rehabilitation program, or can demonstrate to the BHA’s satisfaction that the household member is no longer engaging in drug-related activity or abusing alcohol, the BHA may admit the household.

- C. The Brunswick Housing Authority will not admit a household to the program if any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. This denial is immediate and permanent.

- D. The Brunswick Housing Authority will not admit a household to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. This denial is immediate and permanent.

4. Permissible denials include:

- A. The Brunswick Housing Authority may prohibit admission of a household if it is determined that any member of the household is currently engaged in, or has engaged in, during a reasonable time before admission one or more of the following behaviors: violent criminal activity (defined in Chapter 21, Glossary), or criminal activity that may threaten the health or safety of the owner, property management staff or BHA employees, contractors, subcontractors or agents. This denial can be determined based on a “preponderance of evidence” (defined in Chapter 21, Glossary).

If admission was denied, the BHA may reconsider the applicant if there is sufficient evidence that members of the household are not currently engaging in such criminal activity or have not engaged in such activities during a reasonable period prior to admission. “Sufficient evidence” is a certification by a household member with supporting documentation (verified by the BHA) from a probation officer, landlord, neighbors, social service agency workers or criminal records.

- B. The BHA may deny assistance to a family if the family violates any family obligation; or
- C. If any member of the family has been evicted from federally assisted housing in the last five years; or
- D. If the BHA has ever terminated assistance under the Certificate or Voucher program for any member of the family; or
- E. If any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program; or
- F. If the family currently owes rent or other amounts (including any reimbursements owed by the family for amounts paid to owners under a HAP contract for rent, damage to a unit or other amounts owed by the family under the lease) to the BHA or to another housing authority.

(The BHA may offer a family the opportunity for a repayment

- agreement with the BHA prescribing the terms of the agreement.); or
- G. If the family breaches an agreement with the BHA to pay amounts owed to the BHA or amounts paid to an owner by the BHA; or
  - H. If the family was a FSS participant and failed to comply, without good cause, with the FSS contract of participation.
- 5. Any BHA denial decisions for a family that includes a disabled person will be subject to consideration of reasonable accommodations (24 CFR Part 8).
  - 6. When determining denial of assistance, the BHA will take into consideration circumstances including the seriousness of each case, the extent of participation of family members, and the effect of such denial would have on other members of the family.
  - 7. All decisions to deny admission will be consistent with fair housing and equal opportunity provisions (24 CFR 5.101)

#### **Section I. Prohibition Against Denial Under Violence Against Women Act**

- 1. The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of assistance to an otherwise qualified applicant on the basis the applicant is or has been a victim of domestic violence, dating violence or stalking.
- 2. Any federal, state or local law provision that provides greater protection to victims of such violence take precedence over VAWA.
- 3. The definitions as used in VAWA (domestic violence, dating violence, stalking and immediate family) are outlined in Chapter 21, Glossary.
- 4. The Brunswick Housing Authority will notify applicants of their rights under VAWA by providing information of the law in the HVC Voucher packet.
- 5. The Brunswick Housing Authority will ensure that an otherwise qualified applicant will not be denied assistance on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking by:
  - A. Requesting an individual certify via a HUD-approved certification form (HUD-50066) that the individual is a victim of such violence and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse; or
  - B. The individual may satisfy the certification requirement by providing 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 actual or threatened abuse.

6. The above certifications must include the name of the perpetrator and be provided within 14 business days after the individual receives the request from the BHA.
7. All information provided to the BHA, owner or manager regarding domestic violence, dating violence, or stalking will be retained in confidence. The information will not be entered into any shared database nor provided to any related entity, except if disclosure is requested or consented to by the individual in writing, is required for use in an eviction proceeding or is otherwise required by law.

### **Section J. Criminal Records and Background Checks**

1. To aid in the denial for assistance determinations, the Brunswick Housing Authority will conduct criminal background checks on all adult household members, including live-in aides. The BHA will use the report only for the purpose of applicant screening for admission to the HCV program.
2. All adult members of an applicant household will be required to submit a signed consent form for the BHA to conduct the background check (BHA form “Applicant Screening Authorization”). The consent form will be attached to the “Housing Applicant Screening Checklist”.
3. This check will be made through the local law enforcement agency that has access to limited information from the NCIC Interstate Identification Index.
4. Should the report from the local law enforcement agency indicate further screening, the person who signed the form will be notified to submit a fingerprint card in order to obtain the full content of a criminal history report.
5. The BHA will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.
6. The BHA may only disclose the criminal records it receives to officers or employees of the BHA or authorized representative of the BHA with a job-related need to access the information (for example, a hearing officer conducting an administrative grievance hearing).
7. The BHA will ensure that any criminal record received from a law enforcement agency will be maintained confidentially, not misused or improperly disseminated, and will be destroyed, once the purpose(s) for which the record was requested has been accomplished. This includes the expiration of the period for filing a challenge to the BHA action without institution of a challenge or final disposition of any such litigation.

8. To verify the BHA conducts criminal background checks on all adult household members, the BHA will maintain the “Housing Applicant Screening Checklist” received from a law enforcement agency with the applicant’s file.
9. An applicant will be given an opportunity to dispute the accuracy and relevance of a criminal record. Before denial of assistance, the BHA will provide an opportunity for an informal review and provide the applicant a copy of the criminal record before the informal review.
10. The Brunswick Housing Authority communicates with owners that participate in the Housing Choice Voucher program that screening to determine whether an applicant is likely to be a suitable tenant is the responsibility of the owner and the BHA has no liability or responsibility to the owner for a family’s behavior or suitability for tenancy.

**Section K. Informal Reviews**

1. If the Brunswick Housing Authority determines that an applicant is ineligible, the BHA will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The informal review process is described in Chapter 16, Section B. of this plan.

**CHAPTER 4. Managing the Waiting List****Section A. Opening and Closing the Waiting List**

1. Opening of the waiting list will be announced with a public notice that applications for the Section 8 Program will be accepted. The public notice will be placed in the local Times Record newspaper, as well as, distributed to minority organizations, disability organizations, the local welfare office, the Tedford Shelter, and other social service agencies. The notice will contain the following information:
  - A. The dates, times, and the locations where families may apply
  - B. The programs for which applications will be taken
  - C. Limitations, if any, on who may apply
  - D. A statement that persons with disabilities will be allowed sufficient time to make requests for accommodations to apply
2. The BHA, at its discretion, may restrict application intake, suspend application intake, close waiting lists in whole or in part. Decisions about closing the waiting list will be based on the number of applications available for particular size and type of unit, the number of applicants who qualify for a preference, and the ability of the BHA to house an applicant in an appropriate unit within a reasonable period of time.

**Section B. Taking Applications**

1. The Brunswick Housing Authority accepts applications from all potentially eligible persons who express a desire to participate in any BHA program. Applications are available in the BHA Business Office located at 12 Stone Street, Brunswick, ME and on the website: [brunswickhousing.org](http://brunswickhousing.org). Applications are accepted on an ongoing basis and may be received by mail, by fax, or in person at the BHA Business Office.
2. Applications are made available in an accessible format upon request from a person with a disability. The BHA uses the Maine Relay Service, which allows TDD users and non-TDD users to communicate with special operators translating and relaying conversations confidentially.
3. When an application is requested by mail, the application is sent along with a letter containing the information needed to complete the application.

4. Applications received will be used to make preliminary eligibility determination and placement on the waiting list. A complete application will be processed when the family nears the top of the waiting list. The application must be in writing and signed by a responsible family member.
5. Upon receipt of the family's application, the Brunswick Housing Authority will make a preliminary determination of eligibility. The Brunswick Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Brunswick Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination. The BHA provides information regarding where an applicant is on the wait list in writing on an annual basis.
6. The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Brunswick Housing Authority will make the changes in the applicant's file and update their place on the waiting list.

### **Section C. Organization of the Waiting List**

1. The Brunswick Housing Authority maintains one waiting list for its Section 8 program and selects applicants on Section 8 program requirements (e.g., income limits, etc.). The waiting list is organized to contain the following information:
  - A. Applicant name
  - B. Date and time of application
  - C. Unit size
  - D. Preferences
  - E. Racial or ethnic designation of the head of household
  - F. Citizenship
2. The BHA will not take any of the following action because an applicant has applied for, received, or refused other housing assistance (other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public or Indian Housing):
  - A. Refuse to list the applicant on the waiting list
  - B. Deny any admission preference for which the applicant is currently

qualified

- C. Change the applicant's place on the waiting list based on preference, date and time of application or any other factor affecting selection from the waiting list
  - D. Remove the applicant from the waiting list
3. Upon second refusal of assistance, the BHA will move the applicant to the bottom of the list. After third refusal, the applicant's name will be removed from the list. This will not preclude the applicant from applying for assistance in the future.
  4. The waiting list will not be maintained by bedroom size.

#### **Section D. Families Nearing the Top of the Waiting List**

1. The Brunswick Housing Authority determines funding availability on a monthly basis. As funding becomes available, families will be interviewed for the final eligibility and screening process, during which all preferences will be verified.
2. If a family no longer qualifies for a preference, the family's name will be returned to the appropriate spot on the waiting list. The BHA will notify the family in writing of this determination and give the family the opportunity for an informal review.
3. If a family fails to bring all required information to the interview, or the BHA determines additional information is required, the family will have up to 10 days to bring the missing information in.

#### **Section E. Missed Appointments**

1. All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.
2. The Brunswick Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Brunswick Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.



**Section F. Purging the Waiting List**

1. The Brunswick Housing Authority will update and purge its waiting list periodically by a mailing to all applicants on the waiting list. The mailing will require a response of continued interest and current information to remain on the list. If applicants fail to respond to the mailing, they will be removed from the waiting list.

**Section G. Removal of Applicants from the Waiting List**

1. The Brunswick Housing Authority will remove the names of applicants who:
  - A. Do not respond to requests for information or updates
  - B. Do not meet either the eligibility or screening criteria for the program
  - C. Fail to pay an outstanding balance owed to the BHA or other federally assisted housing programs
  - D. Request, in writing, that their name be removed
2. When updating the waiting list, a notice is sent to each applicant stating they have 14 days to respond. If a letter is returned by the Post Office without a forwarding address, the applicant is removed without further notice. If a forwarding address is provided, the notice will be re-mailed. If the applicant fails to respond in the 30 day period, their name is removed from the list.
3. If an applicant contacts the BHA after being removed from the waiting list, they may request in writing to be re-instated as of the date the written request is received.
4. If an applicant does not respond because of a disability, the BHA will reinstate the family on the list and provide them an extension as an accommodation.
5. All applicant files removed from the waiting list, with the reasons for such removal, are kept on file for three years.

**Section H. Notification of Negative Actions**

1. Any applicant whose name is being removed from the waiting list according to Section G. B. and/or C., will be notified by the Brunswick Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified.

**I. CHAPTER 5. SELECTING FAMILIES FROM THE WAITING LIST****Section A. Waiting List Admissions and Special Admissions**

1. The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

**II.**

- iii. 2. If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Brunswick Housing Authority will use the assistance for those families.

**IV.****Section B. Preferences**

1. The Brunswick Housing Authority will select families based on the following preferences.
  - i. Families that include a victim of domestic violence, homeless families, and elderly, non-elderly and disabled families displaced as a result of action taken by a governmental entity or natural disaster whereby a State of Emergency has been declared.
  - ii. Families who live or work in the communities of Brunswick, Topsham, Freeport, Bath, West Bath, Harpswell, Bowdoin, Bowdoinham and Durham.
  - iii. All other applicants, except for “other singles”.
  - iv. All other singles (defined as a person who is not elderly, disabled or a person without dependent children).
2. **Domestic violence** means actual or threatened violence by a member of a household directed at him/herself or another member of his/her household.
  - i. The domestic violence must have occurred recently or be of a continuing nature.
  - ii. The applicant qualifies if the unit was vacated because of domestic violence or the applicant currently lives in a unit with a person who engages in violence.
  - iii. The applicant must verify domestic violence status via a HUD-approved certification form (HUD-50066) and other 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 actual or threatened abuse.

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- iv. The certifications must include the name of the perpetrator and be provided within 14 business days after the individual receives the request to verify from the BHA.
      - v. An applicant who qualifies for the preference must certify that the person who engaged in the violence will not reside with the applicant family. If the family is admitted, the BHA may deny or terminate assistance for breach of the agreement.
    3. **A homeless family** is defined as a family consisting of one or two adults with dependent children who lacks a fixed, regular and adequate nighttime residence and who has a primary nighttime residence defined as a supervised public or privately operated shelter designated to provide temporary living accommodations, includes welfare, hotels, congregate shelters and transitional housing; an institution that provides temporary residence for individuals intended to be institutionalized – not incarcerated, i.e., jails and prisons; a place not designated or normally used as a regular sleeping place for humans.
      - i. Homeless families must provide documentation from a credible third party source, excluding family members, of physically residing in the BHA’s area of jurisdiction ( Brunswick, Topsham, Freeport, Bath, West Bath, Harpswell, Bowdoin, Bowdoinham and Durham) for the last six months.
      - ii. The BHA will verify a homeless preference by requiring applicants to acquire signed certifications from the appropriate individuals or agencies.
      - iii. Applicants who have voluntarily contributed to or have created the relevant conditions to become eligible for a homeless preference will not be granted the preference. If an applicant is offered housing assistance and declines, the applicant is deemed to have contributed to their homelessness and will be placed back on the wait list with original date and time.
      - iv. The requirement that a family not living in the BHA’s area of jurisdiction at the time of their application must lease up in our area of jurisdiction for at least 12 months will be waived for those families receiving a preference due to a natural disaster and they will be allowed to lease up in their originating community.
    4. Applicants may claim a domestic violence or homeless preference when they initially apply or at any time while they are on the waiting list; however, either preference will not guarantee admission to any BHA program. Every applicant must meet the BHA’s criteria for admission as defined in this policy.
    5. As the time period for the wait list can be up to two years, applicants will be selected by date and time, with every third selection coming from applicants with a preference status.

**Section C. Selection From the Waiting List**

1. Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Brunswick Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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**CHAPTER 6. ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**
**Section A. Determining Family Unit Size**

1. The Brunswick Housing Authority issues a voucher using the bedroom size as the factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

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

2. These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.
3. In determining bedroom size, the Brunswick Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.
4. Bedroom size will also be determined using the following guidelines:
  - A. Determinations on children of the same sex sharing a bedroom will be made by considering a family's individual circumstances based on age of the children and availability of units.
  - B. Determinations of children of the opposite sex , both under the age of six, will be made by considering a family's individual circumstances and availability of units.
  - C. Adults and children will not be required to share a bedroom.
  - D. Foster-adults and children will not be required to share a bedroom with family members.
  - E. Live-in aides will get a separate bedroom.

5. The Brunswick Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary by providing the BHA with a “Disability Reasonable Accommodation Verification” HUD form.
6. The family unit size will be determined by the Brunswick Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

### **Section B. Briefing**

1. When the Brunswick Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.
2. If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.
3. The briefing will cover at least the following subjects:
  - A. A description of how the program works;
  - B. Family and owner responsibilities;
  - C. Where the family may rent a unit, including inside and outside the Housing Authority’s jurisdiction;
  - D. Types of eligible housing;
  - E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works

including a list of telephone numbers and addresses of neighboring Housing Agencies.

- F. Maps showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families;
- G. Information regarding the BHA's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units outside of minority concentrated locations, including a list of property owners or property management organizations that own or operate housing units outside areas of poverty or minority concentration.
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

### **Section C. Packet**

- 1. During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:
  - A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
  - B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
  - C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
  - D. How the Housing Authority determines the maximum rent for an assisted unit;
  - E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
  - F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
  - G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
  - H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure

statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Brunswick Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Brunswick Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Brunswick Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

**Section D. Encouraging Participation in Areas Without Low Income or Minority Concentration**

1. At the Briefing, families are encouraged to search for housing in non-impacted areas and the BHA will provide assistance to families who wish to do so.
2. The BHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas.



3. The BHA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.
4. The assistance provided to such families includes:
  - A. Providing families with a search record form to gather and record info
  - B. Direct contact with landlords
  - C. Counseling with the family
  - D. Providing information about services in various non-impacted areas
  - E. Meeting with neighborhood groups to promote understanding
  - F. Formal or informal discussions with landlord groups
  - G. Formal or informal discussions with social service agencies
  - H. Meeting with rental referral companies or agencies
  - I. Meeting with fair housing groups or agencies

**Section E. Issuance of Voucher; Request For Approval of Tenancy**

1. Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Brunswick Housing Authority will issue the voucher. At this point the family begins their search for a unit.
2. When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing

- Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.
3. During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.
  4. Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

#### **Section F. Term of the Voucher**

1. The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.
2. The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.
3. If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.
4. Upon submittal of a completed request for approval of tenancy form, the Brunswick Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last

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from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

**Section G. Approval to Lease a Unit**

1. The Brunswick Housing Authority will approve a lease if all of the following conditions are met:
  - A. The unit is eligible;
  - B. The unit is inspected by the Housing Authority and passes current inspection procedures and standards as required by HUD;
  - C. The lease is approvable and includes the language of the tenancy addendum;
  - D. The rent to owner is reasonable;
  - E. The family's share of rent does not exceed 40% of their monthly adjusted income;
  - F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
  - G. The family continues to meet all eligibility and screening criteria.
2. If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.
3. The lease term may begin only after all of the following conditions are met:
  - A. The unit passes current inspection procedures and standards as required by HUD;
  - B. The family's share of rent does not exceed 40% of their monthly adjusted income;
  - C. The landlord and tenant sign the lease to include the HUD required addendum; and
  - D. The Housing Authority approves the leasing of the unit.
4. The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of

- the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.
5. In no case will the contract be executed later than 60 days after the beginning of the lease term.
  6. Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

#### **Section H. Brunswick Housing Authority Disapproval of Owner**

1. The Housing Authority will deny participation by an owner for any of the following reasons:
  - A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
  - B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
  - C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
  - D. The owner has a history or practice of non-compliance with required inspections for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
  - E. The owner has a history or practice of renting units that fail to meet State or local codes; or
  - F. The owner has not paid State or local real estate taxes, fines, or assessments.
  - G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
    1. premises by tenants, Brunswick Housing Authority employees or owner employees; or
    2. residences by neighbors;
  - H. Other conflicts of interest under Federal, State, or local law.

**Section I. Ineligible/Eligible Housing**

1. The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:
  - A. A public housing or Indian housing unit;
  - B. A unit receiving project-based assistance under a Section 8 Program;
  - C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
  - D. College or other school dormitories;
  - E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
  - F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
  - G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.
  
2. The Brunswick Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:
  - A. Congregate housing
  - B. Group homes
  - C. Shared housing
  - D. Cooperative housing
  - E. Single room occupancy housing

If a lease is approved as a reasonable accommodation for a family with disabilities in any of the above special housing types, the BHA will comply with the federal regulations in effect at the time of the approval of such lease.

3. The Brunswick Housing Authority will approve leases for the following housing types:
  - A. Single family dwellings
  - B. Apartments
  - C. Manufactured housing
  - D. Manufactured home space rentals
  - E. House boats

**Section J. Security Deposit**

1. The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.
2. When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.
3. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

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

**CHAPTER 7. MOVES WITH CONTINUED ASSISTANCE****Section A. Introduction**

1. Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Brunswick Housing Authority will issue the family a new voucher if the family does not owe the Brunswick Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a voucher within the last 12 months, and if the Brunswick Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement may be waived.

**Section B. When a Family May Move**

1. For families already participating in the Voucher Program, the Brunswick Housing Authority will allow the family to move to a new unit if:
  - A. The assisted lease for the old unit has terminated;
  - B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
  - C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

**Section C. Procedures Regarding Family Moves**

1. Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Brunswick Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.
2. The family is required to give the Brunswick Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Brunswick Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

3. If notice has been given and a family fails to find an acceptable unit, assistance continues in the current unit if the owner agrees and the unit meets program requirements.
4. Owner HAP when family moves:
  - A. The owner keeps the full HAP for the month the family moves, even if the family should skip.
  - B. If a family moves with continued assistance, the term of the assisted lease for the new unit may begin during the month the family moves out of the old unit.
  - C. An overlap of HAP for the old unit for the month the family moves and the first HAP for the new unit is not considered a duplicative housing subsidy.



***CHAPTER 8. PORTABILITY*****Section A. General Policies of the BHA Housing Authority**

1. A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the Brunswick Housing Authority at the time the family first submits its application for participation in the program to the Brunswick Housing Authority may lease a unit anywhere in the jurisdiction of the Brunswick Housing Authority or outside the Brunswick Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.
2. If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of the Brunswick Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Brunswick Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Brunswick Housing Authority.
3. Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Brunswick Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Brunswick Housing Authority may consider allowing more than one move in a 12-month period.
4. Families may only move to a jurisdiction where a Section 8 Program is being administered.
5. If a family has moved out of their assisted unit in violation of the lease, the Brunswick Housing Authority will not issue a voucher, and will terminate assistance in compliance with Chapter 17, Termination of the Lease and Contract.

**SECTION B. INCOME ELIGIBILITY**

1. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
2. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

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**SECTION C. ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

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

**SECTION D. PORTABILITY PROCEDURES**

1. When the Brunswick Housing Authority is the Initial Housing Authority:
  - A. The Brunswick Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit.
  - B. The Brunswick Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
  - C. The Brunswick Housing Authority will promptly notify the Receiving Housing Authority to expect the family.
  - D. The Brunswick Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
2. When the Brunswick Housing Authority is the Receiving Housing Authority:
  - A. When the portable family requests assistance from the Brunswick Housing Authority, the BHA will promptly inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Brunswick Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
  - B. The Brunswick Housing Authority will issue a voucher to the family. The term of the BHA's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Brunswick Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Brunswick Housing Authority during the term of the BHA's voucher.

- C. The Brunswick Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Brunswick Housing Authority's subsidy standards.
  - D. The Brunswick Housing Authority will promptly notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
  - E. If the Brunswick Housing Authority opts to conduct a new reexamination, the Brunswick Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
  - F. In order to provide tenant-based assistance for portable families, the Brunswick Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Brunswick Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
3. Absorption by the BHA Housing Authority
- A. If funding is available under the consolidated ACC for the Brunswick Housing Authority's Voucher Program when the portable family is received, the Brunswick Housing Authority may absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Brunswick Housing Authority's Tenant-Based Program.
4. Portability Billing
- A. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
    - 1. As the Initial Housing Authority, the BHA will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made in behalf of the portable family. The amount of the HAP payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

2. The Initial Housing Authority will promptly reimburse the BHA for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority (BHA). If both Housing Authorities agree, a different amount of reimbursement may be negotiated.
  3. The Receiving Housing Authority, if not absorbing, must bill the Initial Housing Authority within 60 days of the family lease up date. Failure to do so will require the Receiving Housing Authority to absorb the porting family.
5. When a Portable Family Moves
- A. When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

**CHAPTER 9. DETERMINATION OF FAMILY INCOME****Section A. The Basics**

1. To determine annual income, the Brunswick Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Brunswick Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment. Determination of income takes place before a family is admitted to HCV program, and at least annually thereafter.
  
2. Annual income means all amounts, monetary or not, that:
  - A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
  - B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date,
  - C. Are derived (during the twelve month period) from assets to which any member of the family has access; and
  - D. Are not specifically excluded from annual income.

**Section B. Annual Income Inclusions**

1. Annual income includes, but is not limited to:
  - A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
  - B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is proportionally reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-

sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- G. Periodic and determinable allowances, such as alimony and child support payments, and regular (consistent, i.e., weekly, monthly) contributions or gifts received from organizations or from persons not residing in the dwelling.
  - H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- v.
- I. In determining the income eligibility of a student, the student's financial assistance in excess of tuition. (exception: those students that are over 23 years old with dependents as outlined in Section C. F of this chapter.)

### **Section C. Exclusions From Income**

1. Annual income does not include the following:
  - A. Income from employment of children (including foster children) under the age of 18 years;
  - B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
  - C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses or any lump sum that does not represent the delayed start of a periodic payment, including lottery winnings received in a single lump sum;
  - D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
  - E. Income of a live-in aide;

- F. Full amount of student financial assistance, in excess of amounts received for tuition, paid directly to the student or to the educational institution if the student is over 23 years of age and has dependents (the student may be the head, spouse or co-head of a family and may attend school full-time or part-time);
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time. If a resident stipend exceeds \$200 a month, the entire amount must be included in annual income;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  - 6. Temporary, non-recurring, or sporadic income.



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- a. Temporary is employment lasting no longer than 180 days, not culminating in permanent employment, such as income payments from the U.S. Census Bureau
    - b. Non-recurring or sporadic income includes income that cannot be anticipated or has no historic or stable pattern, such as gifts;
  - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - 8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
  - 9. Adoption assistance payments in excess of \$480 per adopted child;
  - 10. Deferred periodic amounts from Supplemental Security Income and Social Security and VA disability benefits that are received in a lump sum amount or in prospective monthly amounts;
  - 11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
  - 1. 12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  - 2. 13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.
  - 3.
    - 4. These exclusions include:
      - a. The value of the allotment of food stamps
      - b. Payments to volunteers under the Domestic Volunteer Services Act of 1977
      - c. Payments received under the Alaska Native Claims Settlement Act
      - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes

- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Payments received under the Older Americans Act of 1985
- j. Payments from Agent Orange Settlement
- k. Payments received under the Maine Indian Claims Act
- l. The value of child care under the Child Care and Development Block Grant Act of 1990
- m. Earned income tax credit refund payments
- n. Payments for living expenses under the AmeriCorp Program
- o. Payments or allowance under JTPA, now referred to as Workforce Investment Act of 1998.
- p. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran.
- q. Any amount of crime victim compensation under the Victims of Crime Act.
- r. Payments by the Indian Claims Commission to the Confederated Tribes and Banks of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub.L.95-4333)

#### H. Earned Income Disallowance

1. To qualify for EID, an HCV family must be already receiving assistance under the HCV program and must experience an increase that is the result of **one** of the following three qualifying events:

- a. New employment by a family member who is a person with disabilities and who was previously unemployed for one or more years. Includes earnings in the previous 12 months no more than equivalent to working 10 hours per week for 50 weeks at minimum wage.
  
- b. Increased earnings by a family member who is a person with disabilities and whose income increases *during* the participation in any economic self-sufficiency or other job training program.
  - i. An economic self-sufficiency program is any program designed to Encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment.)
  
- c. New employment or increased earnings by a family member who is a person with disabilities and who has received TANF benefits or services within the past six months.

- i. The TANF program isn't limited to monthly income, but also includes such benefits and services and one-time payments, wage subsidies and transportation assistance, provided that the total amount over a 6-month period is at least \$500.
2. When a family first reports a potential EID qualifying event, the BHA will ensure the family qualifies by subtracting the family's prequalifying annual income from the family's current annual income. If the result is zero or negative, the family does not qualify.
3. Earned Income Disallowance is a temporary disallowance and is limited to a lifetime 48 month period for each family:
  - a. Initial 12 month exclusion: During the cumulative 12- month period beginning when the family experiences an increase in income due to employment (the months do not have to be consecutive), all income earned as a result of such employment shall be excluded. The full exclusion begins on the first of the month following the qualifying event.
  - b. Second 12 month exclusion: During the second cumulative 12- month period the family experiences an increase in income due to employment, 50% of income earned as a result of such employment shall be excluded.
  - c. If the period of increased income does not last for 12 consecutive months, the

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disallowance period may be resumed at any time within the 48- month period.

- d. However, each qualifying household is only entitled to a total of 12 months of each disallowance (the initial 12-month total exclusion and the second 12-month phased-in exclusion)

#### **Section D. Assets and Asset Income**

1. An asset is something that has monetary value, such as cash, a savings account, stock in a company, a house, or a parcel of land
2. The BHA's first step in calculating a family's asset income is defining asset accessibility:
  - a. If the asset is revocable (can be amended or ended), it will be treated as an asset.
  - b. If the asset is non-revocable (cannot be amended or ended), it will not be treated as an asset; however, the BHA will make a determination of any income derived from the asset; i.e., lump sum or periodic payments.
3. The second step in calculating a family's asset income is determining the market value of each asset (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
4. The third step in calculating a family's asset income is determining the cash value of each asset and the total cash value of all family assets. The cash value of an asset is the verified market value minus any "reasonable costs" that would be incurred by a family when converting the asset to cash.
  - a. Reasonable costs that would be incurred when converting an asset to cash include, but are not limited to:
    - i. Penalties for premature withdrawal of funds,
    - ii. Broker and legal fees,
    - iii. Settlement costs for real estate transactions
5. The fourth step in calculating a family's asset income is determining the

- amount of income the assets are likely to produce, individually and collectively, over a 12-month period. When determining the actual anticipated income from an asset, any expenses that may be associated with owning the asset should be deducted (“expenditures for capital indebtedness” may not be used as a deduction).
6. The fifth step in calculating a family’s asset income is determining imputed asset income. This step is necessary **only** when the total cash value of the family’s assets is greater than \$5,000.
    - a. Imputed asset income is calculated by multiplying the total cash value of a family’s assets by the HUD passbook rate of interest.
  7. The BHA’s last step in calculating a family’s asset income is determining final asset income.
    - a. If the total cash value of the family’s assets is \$5,000 or less, then the final asset income is the total actual anticipated income from the family’s assets.
    - b. If the total cash value is greater than \$5,000, the final asset income is the **greater** of the total actual anticipated income or the imputed income from the family’s assets.

### *Treatment of Various Types of Assets*

1. At the time of admission, the BHA will use the average balance for the last six months in a **checking account** and the current balance for a **savings account** as its cash value using the actual interest rate paid by the bank or other financial institution at which the account is located.
  - a. At time of recertification: As an asset of \$5000 or less would have a minimum impact on a family’s total tenant payment, it would not be cost effective to use BHA’s administrative staff time, or financial institution’s staff time, to facilitate 3<sup>rd</sup> party verification. Those assets will be verified through review of current original documents provided by the family. The documents will be placed in their file.
2. The BHA will calculate anticipated income on a **fixed-rate, fixed-term CD** by multiplying the market value (the amount originally deposited plus any re-invested interest already paid into the account), by the fixed rate of interest actually paid on the account.
3. The market value of **stocks, bonds, and other investment accounts** vary from day to day. The BHA will use current circumstances to determine both the value of an asset and the anticipated income from the asset.

- a. Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. (In such cases, the family may present information and documentation showing why the asset income determination does not represent the family's anticipated asset income.)
4. Interest or dividends paid on an **investment account** are counted as actual income from the investment even when the money is reinvested.
5. Expenses such as management fees, broker or transaction charges, sales commissions, etc. will be deducted when anticipated income is determined for **investment accounts**.
6. The BHA will use the cash surrender value of **whole life and universal life policies**. (The cash surrender value is determined by deducting any withdrawal penalties.)
7. To determine the cash value of **real property**, the BHA verifies the market value, then deducts any mortgage balance, brokers fees, legal fees or settlement costs.
  - a. If the property is considered a family asset, the net rental income is reported by deducting the following expenses from the gross rental income:
  - b. Maintenance, insurance, property taxes, interest portion of mortgage payment, utilities, and any other expenses applicable.
8. If the family sells a piece of real estate and loans money to the purchaser through a **mortgage or deed of trust**, the mortgage or deed of trust held by the family is considered a family asset.
  - a. Payments on a mortgage or deed of trust may be received as one combined payment that includes interest and principal. These combined payments must be separated into their interest and principle components by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage or deed of trust.
  - b. The interest portion of the payments on a mortgage or deed of trust is the actual anticipated income from the asset. (The principal portion is reimbursement of cash invested by the family member and not included in annual income.)
9. A family member's **employer-sponsored pension or retirement account** is considered an asset if the money is accessible to the family member.
  - a. While an individual is employed, the BHA will count as an asset only

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- those amounts the family can withdraw without retiring or terminating employment.
- b. After retirement, the BHA will include in annual income any benefits received through periodic payments from a retirement or pension fund.
10. **Individual retirement accounts (IRAs), Keogh accounts, and similar retirement savings accounts** are counted as assets even though premature withdrawal would result in a penalty.
- a. Annual fees for maintaining the accounts and other fees, such as sales or transaction fees are deducted from any income that the accounts generate when anticipated income is determined.
11. **Annuities** (a contract sold by an insurance company to provide payments, usually to a retired person, at specified intervals).
- a. When the balance in an annuity cannot be withdrawn, the BHA **will not** treat the annuity as an asset. However, any regular payments from the annuity **will be** treated as regular income to the extent that they exceed amounts invested by the holder.
  - b. When the balance in an annuity can be withdrawn, the BHA will treat the annuity like any other asset:
  - c. The cash value will be the market value of the annuity minus the surrender (or withdrawal ) penalty and any tax penalties that would be due.
  - d. The actual income will be the balance in the annuity time the rate (either fixed or variable) at which the annuity is expected to grow over the coming year. (This money will be reinvested into the annuity, but it is still considered actual income.)
12. A **trust** is a legal arrangement generally regulated by state law in which one party (grantor) transfers property to a second party (trustee) who holds the property for the benefit of one or more third parties (beneficiaries). The trust can contain cash or other liquid assets or real or personal property that could be turned into cash.
- a. If any member of a family has the right to withdraw the funds in a trust (**accessible trust**), the BHA will consider the trust to be an asset and treat it like any other asset.
  - b. If no family member has access to a trust (**inaccessible trust**), at the current time, the BHA will not consider the trust to be an asset.



- c. In the case a trust is not accessible to a family member, but the family member (as beneficiary) receives income from the trust, the treatment of the income depends on the method of distribution:
  - d. Any amount the family member receive in a lump sum is treated as a lump sum receipt (see #21).
  - e. Any amounts distributed to the family member in the form of periodic payments are counted as income (see #22).
13. **Non-revocable Trusts as assets disposed of for less than Fair Market Value:** If an HCV applicant or participant sets up a non-revocable trust for the benefit of another person, the BHA will consider the trust an asset disposed of for less than fair market value.
- a. If the trust has been set up so that income from the trust is regularly reinvested in the trust and is not paid back to the grantor, the BHA will treat the trust like any other asset disposed of for less than fair market value for two years and not take into consideration thereafter.

### *Special Asset Issues*

1. If an **asset is owned by more than one person** and any family member has unrestricted access to the asset, the BHA will count the full value of the asset. (A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.)
2. If an **asset is owned by more than one person**, including a family member, but the family member does not have unrestricted access to the asset, the BHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the BHA will prorate the asset evenly among all owners.
3. **Assets disposed of for less than Fair Market Value** during the two years prior to the effective date of examination or reexamination are counted in the determination of family annual income.
  - a. These assets include cash gifts, property, and most assets when placed in non-revocable trusts.
  - b. Current business assets are **not** counted in the determination of family annual income, but business assets disposed of for less than fair market value **are** counted.
  - c. Assets disposed of under the following circumstances are **not** considered

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assets disposed of for less than fair market value:

- d. In a foreclosure or bankruptcy sale
  - e. As part of a separation or divorce settlement when the individual disposing of an asset receives “important consideration not measurable in dollar terms” (where court determines the value).
4. Instead of counting the full cash value of a **disposed asset**, the BHA will count the difference between the cash value of the asset and the amount actually paid to the family.
  5. **Assets disposed** of for less than fair market value produce no actual income for a family; therefore, the BHA will impute income to these assets if the total cash value of all family assets exceeds \$5,000.
  6. The period during which an **asset disposed** of for less than fair market value must be counted ends two years after the date of disposition. When the two-year period expires, any income assigned to the disposed asset is no longer counted.
  7. The BHA will not include the value of **assets disposed** of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$5,000 (e.g., cash gifts of nominal value, small donations to churches or charitable organizations).
  8. To ensure full disclosure of **disposed assets**, the BHA will require families to sign declarations when they are admitted to the HCV program and at each annual reexamination. The declaration will enable the family to provide the information required to value any assets disposed of for less than fair market value within the last two years, or to certify they have not disposed of any assets for less than fair market value during that period.
  9. Payments that are received in a **single lump sum**, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income, when they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account).
  10. A **lump sum** for a deferred periodic payment (such as unemployment and disability compensation, workers compensation, child support and severance pay) is included in annual income. The exception to the deferred period payment rule is a lump sum for the delayed start of Social Security or SSI benefits, or a lump sum or prospective monthly amounts of deferred disability benefits from the Department of Veterans Affairs. Lump sums for the delayed start of these payments are **not** included in annual income and only become assets if the lump

sum is put into a savings account or CD.

11. The BHA does not require families to report interim increases in assets; they can report **lump sum** receipts at the next annual reexamination.

**Assets do not include:**

1. Necessary items of personal property, such as furniture, clothing, and automobiles.
2. Interest in Indian trust lands
3. The value of a home being purchased through the HCV Homeownership Program (limited to the first 10 years after the purchase of the home)
4. Assets that are part of an active business or farming operation (only if real estate is a family member's main occupation).

**Section E. Adjusted Income**

The following deductions will be made from annual income:

5. 1. **Dependent:** \$480 for each family member who is:
  - 6.
  7. a. under 18 years of age,
  - 8.
  9. b. a person with disabilities, or
  - 10.
  11. c. a full-time student
  - 12.
13. 2. **Elderly or Disabled Family:** \$400 for any elderly family or disabled family:
  - 14.
  15. a. An elderly family is a family in which the head, spouse, co-head or sole
  16. member is 62 years of age or older,
  - 17.
  18. b. A disabled family is a family in which the head, spouse, co-head or sole
  19. member is a person with disabilities,
  - 20.
  21. c. Each family is only entitled to one deduction, even if it qualifies both as
  22. an elderly family and a disabled family.
  - 23.
  - 24.
  - 25.

26.

3. **Medical Expense:** This expense is limited to families whose head, spouse, co-head, or sole member is at least 62 years of age or is a person with disabilities. If a family is elderly or disabled, the medical expenses of all family members, including children and nonelderly adults, are considered.
- a. The medical expenses must be anticipated (regular, ongoing expenses that a family expects to pay in the upcoming 12 months).
  - b. They must be unreimbursed (not covered by an outside source such as insurance).
  - c. The portion deducted is that portion of annual unreimbursed medical expenses that exceeds 3 percent of the family's annual income.

Examples of medical expenses may include:

- services of doctors and health care professionals
- services of health care facilities
- medical insurance premiums
- prescription medicines (not nonprescription, even if recommended by doctor)
- transportation to treatment
- dental expenses, eyeglasses, hearing aids, batteries
- surgery and medical procedures that are necessary, legal, non-cosmetic
- monthly payment on accumulated medical bills
- medical care of a permanently institutionalized family member **if** his/her income is included in annual income

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

4. **Disability Assistance Expense:** This deduction is not limited to disabled families; any family with a disabled member may qualify. This deduction includes costs for *attendant care* or *auxiliary apparatus* items for persons with

disabilities and must be necessary to enable at least one adult family member to work (could be the person with disabilities).

a. *Attendant care* may include in-home care, adult day care, nursing, housekeeping, personal care, errand services, interpreters for persons with hearing impairments, readers for persons with visual disabilities and similar care.

b. *Auxiliary apparatus* items may include wheelchairs, ramps, adaptations to vehicles, scooters, reading devices for persons with visual disabilities, service animals ,etc. They may include the cost of maintenance and upkeep for such items.

c. Disability assistance expenses must:

- i. be anticipated (regular, ongoing expenses that a family expects to in the upcoming 12 months),
- ii. not be reimbursed by an outside source, such as an insurance company,
- iii. not be paid to any member of the assisted family,
- iv. be limited to amounts that exceed 3 percent of a family's income,
- v. be reasonable.

d. If a disability assistance expense enables more than one person to be employed, the income of all persons will be combined to determine the 3% threshold.

e. If a family qualifies for both medical expenses and disability assistance expenses, the BHA will use a special calculation to insure the family's portion that exceeds 3% of annual income is only applied one time.

- i. As the disability assistance expense is limited by the amount earned by the person that is enabled to work, that expense must be calculated before the allowable medical expenses are calculated.
- ii. When the disability assistance expenses exceeds the amount earned by the person who was enabled to work, the allowance for the disability assistance is capped at the amount earned by that family member. If the family is also eligible for the medical expense deduction, the 3% is typically exhausted in the first calculation and not applied.

- iii. When the family's disability assistance expenses are less than the 3% of annual income, the family will receive no deduction for the disability expense; however, the medical expense deduction will be equal to the amount by which the sum of both disability and medical expenses exceed 3% of annual income.
5. **Child Care Expense Deduction:** Child care expenses are defined as amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. When the childcare is necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.
  - a. The BHA will not decide who will provide child care, what type of care the children are receiving and will not refuse to give a family the child care expense deduction because there is an unemployed adult family member in the household that may be available to provide the care.
  - b. The cap on child care expenses applies only when the expenses enable a family member to work. The cap does not apply if the expenses enable to seek work or to further his or her education:
    - i. When child care expenses enable more than one member of the family to work, "the person enabled to work" will be the lowest paid individual.
    - ii. When child care expenses enable a family member to work and go to school, the BHA will prorate the child care expenses to correspond to the hours the family member works with the amount earned during those hours.
    - iii. As the earnings cap apply to both disability assistance and child care expenses when enabling a family member to work, the same employment income will not be used to justify both expenses. The sum of both child and disability assistance expenses may not exceed the employment income of the family member enabled to work.

**CHAPTER 10. VERIFICATION**

1. The Brunswick Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

**Section A. Process of Obtaining Verification**

1. When determining eligibility for admission and continued eligibility during occupancy, the BHA will complete a personal declaration form with information supplied by the family. All information will be verified by the BHA to determine the family's total tenant payment.
2. To obtain legal identity for family members, age and relationships, the following documentation may be used:
  - a. Certificate of Birth, naturalization papers
  - b. Church issued baptismal certificate
  - c. Current, valid Driver's License
  - d. U.S. Military Discharge (DD214)
  - e. U.S. Passport
  - f. Department of Motor Vehicles Identification Card
  - g. Health and Human Services ID
  - h. Adoption papers
  - i. School records
  - j. Custody agreement
  - k. Voter registration card
3. Verification for family annual income, the value of assets, expenses related to deductions from annual income and other factors affecting the determination of adjusted income will be verified by several methods of third party verification.
4. The first method, Upfront Income Verification, is obtaining verification through:
  - a. computer matching agreements with a federal, state, or local government agency, or a private agency;
  - b. use of HUD's Tenant Assessment Subsystem (TASS); or
  - c. submission of direct requests for income verifications to a federal, state,

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or local government agencies or a private agency.

5. If upfront income verification is not available or the data is disputed by the tenant, the BHA will use the second method of written third party verification. This is obtaining verification by mailing, faxing, or emailing a verification form directly to the independent income/expense source(s) and having the source return the form directly to the BHA.
6. If independent sources do not respond to the BHA's faxed, mailed or e-mailed request for information within 10 business days, the BHA will use the third method of oral third party verification by contacting the independent source(s) supplied by the family via telephone. The call will be documented in the tenant file, the date and time of the call, the name of the person contacted and telephone number, along with the confirmed verified information.
7. When neither form of third party verification can be obtained, the BHA will accept documents such as consecutive and original pay stubs, W-2 forms, Social Security award letters, bank statements, pension benefit statements, TANF award letters, and/or other official and authentic documents from a Federal, State or local agency from the family.
8. The last form of verification the BHA will accept from the family is a notarized statement or affidavit of reported income and/or expenses. This method is only used when all other methods of verification are not possible.
9. The BHA will use a "Verification Checklist" to track the verification process. The checklist will document the reason(s) when third party verification was not available.
10. In the case of verifying income, the checklist will show the BHA made at least two documented attempts to obtain third party verification with no luck or that the income source does not have the capability to provide written or oral third party verification.
11. In the case of verifying assets and expenses, the checklist will show the BHA made at least two documented attempts to obtain third party verification with no luck or that the asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third party verification.

Due to the minimal impact on a family's total tenant payment, the BHA has established any asset amount under \$5000 an exception to obtaining third party verification and will identify it as such on the "Verification Checklist".



**Section B. Types of Verification**

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

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the BHA’s written request for information, the BHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the BHA may accept original documents such as consecutive pay stubs (HUD recommends the BHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares the family’s total annual income from earnings. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The BHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The BHA mails the form to SSA and the statement will be sent to the address the BHA specifies on the form.			
	Use of HUD systems, when available.				
<p><b>Verification of Employment Income:</b> The BHA will obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.</p> <p><b>Effective Date of Employment:</b> The BHA will confirm start and termination dates of employment.</p>					

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
Self-Employment	Not Available	The BHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The BHA may call the source to obtain income information.	The BHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not obtained.	The BHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
<p><b>Verification of Self-Employment Income:</b> Typically, it is a challenge to obtain third party verification of self-employment income. When third party verification is not available, the BHA WLL request a notarized tenant declaration that includes a perjury statement.</p>					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The BHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. <b>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages the use of TASS.)</b>	The BHA may call SSA, with the tenant on the line, to obtain current benefit amount. <b>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages the use of TASS.)</b>	The BHA may accept an original SSA Notice from the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The BHA may call the local Social Services Agency to obtain current benefit amount.	The BHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The BHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The BHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The BHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The BHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.
	Use of HUD systems, when available.				
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The BHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The BHA may call the pension provider to obtain current benefit amount.	The BHA may review an original benefit notice from the pension provider provided by the tenant. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.	The BHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. <b>Note:</b> The BHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	<b>(LEVEL 5)</b>	<b>(LEVEL 4)</b>	<b>(LEVEL 3)</b>	<b>(LEVEL 2)</b>	<b>(LEVEL 1)</b>
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The BHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The BHA may call the source to obtain asset and asset income information.	The BHA may review original documents provided by the tenant. <b>Note: The BHA must document in the tenant file, the reason third party verification was not available.</b>	The BHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. <b>Note: The BHA must document in the tenant file, the reason third party verification was not available.</b>
<b>Comments</b>	Whenever HUD makes available wage, unemployment, and SSA information, the BHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	<b>Note:</b> The independent source completes the form and returns the form directly to the BHA. Agency. The tenant should not hand carry documents to or from the independent source.	The BHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The BHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. <b>Notarized statement should include a perjury penalty statement.</b>

**Section C. Verification of Citizenship or Eligible Non-citizen Status**

1. To determine if family members are U.S. citizens or an eligible non-citizen, the BHA has every applicant family read, fill out and sign a Declaration of Section 214 Status.
2. Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.
3. Any family member who does not choose to declare their status will be documented as such in the applicant file.
4. If no family member is determined to be eligible under this Section, the family's admission will be denied.

5. The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.
6. If the Brunswick Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### **Section D. Verification of Social Security Numbers**

1. Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.
2. The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Brunswick Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.
3. If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Brunswick Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.
4. If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.
5. If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

**Section E. Timing of Verification**

1. Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. In the event a tenant hand delivers verification to the BHA, the verification must be dated within 60 days.
2. When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

**Section F. Frequency of Obtaining Verification**

1. For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.
2. For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

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**CHAPTER 11. RENT AND HOUSING ASSISTANCE PAYMENT****Section A. Rent Reasonableness**

1. The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:
  - A. Before any increase in rent to owner is approved;
  - B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
  - C. If the Housing Authority or HUD directs that reasonableness be re-determined.
2. In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.
3. The BHA will obtain comparable data on unassisted units by monitoring local newspaper listings and “Request For Tenancy Approval” forms completed by owners on their unassisted units.
4. Before the BHA approves the initial rent to an owner, an inspection will be conducted at which time a “Certification of Rent Reasonableness” will be completed. The Occupancy Department completes the “Certification of Rent Reasonableness” by comparing the rent to owner as outlined in this section A2.
5. An owner may at any time, except during the initial term of the contract, request an increase in rent with a forty-five day written request. If such a request is received, a rent reasonableness test is conducted in the same manner as initial lease-ups.
6. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.
7. For hard-to-house families, the BHA may make exceptions to this section with a memo to the file, approved and signed by the Executive Director, stating the circumstances of the exceptions.

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**Section B. Payment Standards**

1. Payment Standards are used to calculate the housing assistance payment (HAP) the BHA pays to the owner on behalf of the family leasing the unit.
2. The BHA establishes payment standard amounts for each unit size within the basic range, which is between 90 percent to 110 percent of the 40<sup>th</sup> percentile Fair Market Rent for each FMR area in its jurisdiction.
3. Prior to the effective date of any new FMRs, the BHA reviews its payment standard schedule and amends it as needed to ensure the payment standards remain within 90 percent to 110 percent of the new FMRs.
4. Should the BHA's analysis indicate that the payment standard amount is too high, the BHA will lower its payment standard to the appropriate amount within the basic range.
5. The BHA's documentation of the payment standard review supporting the determination to change or not to change the payment standard amounts will be retained with the SEMAP certification files.
6. The payment standard is used to calculate the housing assistance payment (HAP) for a family by taking the lower of the:
  - payment standard minus the TTP or
  - gross rent for the unit minus the TTP
7. If the gross rent for the unit is lower than the payment standard, the family will pay the full TTP. If the gross rent for the unit is higher than the payment standard, the family will pay the TTP plus the amount by which the gross rent exceeds the payment standard.
8. If during the term of the HAP contract the owner lowers the rent for a unit, the HAP will be recalculated using the lower of the initial payment standard or the lower gross rent for the unit.
9. The payment standard amount for a family is the lower of:
  - payment standard amount for the family unit size, or
  - payment standard amount for the size of the unit leased by the family.
10. The payment standard in place on the effective date of the HAP contract remains in place for the duration of the contract term unless the BHA increases or decreases its payment standard.
11. If a payment standard is increased, the higher PS is first used in calculating the HAP at the time of the family's annual reexamination. Families requiring or requesting interim reexaminations will not have their HAP payments calculated



using the higher PS until their net annual reexamination.

12. If the BHA lowers its payment standards, the PS in effect on the effective date of the HAP contract will remain in effect until the family moves to another unit, has a change in its family size or composition, or until the second annual re-examination after the BHA decreases its payment standard. The exception to this rule is if the BHA is required to lower its PS as a result of HUD lowering the Fair Market Rent, the BHA will continue to use the existing PS for the family subsidy calculations for as long as the family continues to receive voucher assistance in their existing unit. If the family moves, the new PS will be applied to their new voucher assisted unit.
13. Decreases in the applicable PS due to changes in family size or composition are effective as of the next annual reexamination following the change. At that time, the new family size will be used to determine the PS.
14. The BHA will establish a higher payment standard amount within the basic range as a reasonable accommodation for a family with a family member with disabilities. The BHA may approve up to but not exceed 120% of the published Fair Market Rent when it establishes a reasonable accommodation PS.

#### Section C. Area Exception Rents

1. In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.
2. When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

#### Section D. Assistance and Rent Formulas

1. *Total Tenant Payment.* The total tenant payment is equal to the highest of:
  - A. 10% of monthly income
  - B. 30% of adjusted monthly income

- C. Minimum rent
- D. The welfare rent

Plus any rent above the payment standard.

2. The Brunswick Housing Authority has set the minimum rent as \$ 25.00. However, if the family requests a hardship exemption, the Brunswick Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.
3. A hardship exists in the following circumstances:
  - A. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - B. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - C. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - D. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - E. When a death has occurred in the family.
4. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
5. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The

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- Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
6. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
  7. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.
  8. *Manufactured Home Space Rental: Section 8 Vouchers.* The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
  9. The space rent is the sum of the following as determined by the Housing Authority:
    - A. Rent to the owner for the manufactured home space;
    - B. Owner maintenance and management charges for the space; and
    - C. Utility allowance for tenant paid utilities.
  10. The participant pays the rent to owner less the HAP.
  11. HAP equals the lesser of:
    - A. The payment standard minus the total tenant payment; or
    - A. The rent paid for rental of the real property on which the manufactured home owned by the family is located.
  12. *Rent for Families under the Noncitizen Rule.* A mixed family will receive full continuation of assistance if all of the following conditions are met:
    - A. The family was receiving assistance on June 19, 1995;
    - B. The family was granted continuation of assistance before November 29, 1996;
    - C. The family's head or spouse has eligible immigration status; and
    - D. The family does not include any person who does not have eligible status

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other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

13. If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Brunswick Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Brunswick Housing Authority will provide additional search periods up to the maximum time allowable.
14. Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.
15. The family's assistance is prorated in the following manner:
  - A. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
  - B. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
  - C. The prorated tenant rent equals the prorated family share minus the full utility allowance.

#### **Section E. Utility Allowance**

1. The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).
2. The utility allowance schedule is determined by contacting the local utility companies to verify current rates. The rates are then averaged and calculated on worksheets based on bedroom size, square footage, usage and price. Separate utility schedules are then established for each unit type.

3. The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule.
4. The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).
5. At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.
6. The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.
7. The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

#### **Section F. Distribution of Housing Assistance Payment**

1. The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Brunswick Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the BHA jurisdiction.

#### **Section G. Change of Ownership**

1. The Brunswick Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Brunswick Housing Authority's rent payment or the address as to where the rent payment should be sent.
2. In addition, the Brunswick Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
  - B. Tax Identification Number or Social Security Number.
3. New owners will be required to execute IRS form W-9. The Brunswick Housing Authority may withhold the rent payment until the taxpayer identification number is received.

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**CHAPTER 12. INSPECTION POLICIES, PROCEDURES AND STANDARDS****Section A. Introduction**

1. The Brunswick Housing Authority will inspect all units to ensure that they meet current inspection procedures and standards as required by HUD. No unit will be initially placed on the Section 8 Existing Program unless such procedures and standards are met. Units will be inspected at least once within a 365 day period and at other times as needed except for those units qualified under Section B.1.G below.
2. The Brunswick Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection. An adult must be present during the inspection.
3. If a family fails to be available for the scheduled inspection, the BHA will reschedule the inspection and notify the family of the second inspection date. Failure to be available for the annual inspections shall be considered a breach of family obligations and may result in the termination of assistance.

**Section B. Types of Inspection**

1. There are seven types of inspections the Brunswick Housing Authority will perform:
  - A. Initial Inspection - An inspection that must take place to insure that the unit passes current inspection procedures and standards as required by HUD before assistance can begin.
  - B. Annual Inspection - An inspection to determine that the unit continues to meet current inspection procedures and standards as required by HUD.
  - C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
  - D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
  - E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
  - F. Quality Control Inspection - Supervisory inspections will be conducted as required by HUD.

G. Biennial Inspections - Units that meet the following criteria may be inspected every two years.

a. Level 1 - Unit passed previous years' inspection with no "Pass with Comment" items noted; Unit had no comments on the "Condition of Unit/Tenant Responsibility"

b. Level 2 – Unit Passed inspection but had "Pass with Comment" items noted that were not going to lead to possible major health and safety items; Unit had no more than 3 minor deficiencies causing a "Pass with Comment" or Unit had no more than 3 failed items that are not considered major health and safety items.

Level 1 Units *shall* be exempt from annual inspections; Level 2 *may* be exempt from annual inspections.

### **Section C. Owner and Family Responsibility**

1. Owner Responsibility for Inspections
  - A. The owner must maintain the unit in accordance with current inspection procedures and standards as required by HUD.
  - B. If the owner fails to maintain the dwelling unit in accordance with such procedures and standards, the Brunswick Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Brunswick Housing Authority's remedies for such breach of the inspection procedures and standards include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
  - C. The Brunswick Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HUD required inspection procedures and standards, unless the owner corrects the defect within the period specified by the Brunswick Housing Authority and the Brunswick Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Brunswick Housing Authority approved extension).
  - D. The owner is not responsible for a breach of the HUD required inspection procedures and standards that is not caused by the owner, and for which the family is responsible. Furthermore, the Brunswick Housing Authority may terminate assistance to a family because of an inspection breach caused by the family.



2. Family Responsibility for Inspections
  - A. The family is responsible for a breach of the current inspection procedures and standards as required by HUD that is caused by any of the following:
    1. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
    2. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
    3. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
  - B. If an inspection breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Brunswick Housing Authority approved extension).
  - C. If the family has caused a breach of the current inspection procedures and standards as required by HUD, the Brunswick Housing Authority will take prompt and vigorous action to enforce the family obligations. The Brunswick Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

**Section D. Time Frames and Corrections of Inspection Fail Items**

1. When correcting initial inspection fail items, the Brunswick Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails the inspection again, the owner and the participant will be advised to notify the Brunswick Housing Authority to reschedule a re-inspection when the repairs have been properly completed.
2. On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed. Depending on the extent of the repairs that are required to be made, an extension of an additional 15 days may be granted. No unit will be placed in the program until the unit meets the current inspection procedures and standards as required by HUD.
3. For units already under contract, the owner or participant will be given time to correct the failed items cited on the inspection report.

- A. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).
  - B. If the owner fails to correct the inspection failed items after proper notification has been given, the Brunswick Housing Authority will abate payment and terminate the contract in accordance with Chapter 12, Section C. 1., Section F. 1 and 2, and Chapter 17, Section C.1.G.
  - C. If the participant fails to correct the inspection failed items that are family-caused after proper notification has been given, the Brunswick Housing Authority will terminate assistance for the family in accordance with Chapter 12, Section C.2., Section F. 3.and Chapter 17, Section B.8.B.
4. The time frames for corrections are as follows:
    - A. Emergency repair items must be abated within 24 hours.
    - B. All other repairs, the owner will have up to 30 days to complete.
  5. At the sole discretion of the Brunswick Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Brunswick Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

**Section E. Emergency Fail Items**

1. The following items are to be considered examples of emergency items that need to be abated within 24 hours:
  - A. Non-working smoke alarms
  - B. No hot or cold water
  - C. No electricity
  - D. Inability to maintain adequate heat
  - E. Major plumbing leak

- F. Natural gas leak
- G. Broken lock(s) on first floor doors or windows
- H. Broken windows that unduly allow weather elements into the unit
- I. Electrical outlet smoking or sparking
- J. Exposed electrical wires which could result in shock or fire
- K. Unusable toilet when only one toilet is present in the unit
- L. Security risks such as broken doors or windows that would allow intrusion
- M. Other conditions which pose an immediate threat to health or safety

#### **Section F. Abatement**

1. When a unit fails to meet current inspection procedures and standards as required by HUD and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required time-frame, the rent for the dwelling unit will be abated.
2. The initial abatement period will not exceed 30 days. If the corrections of deficiencies are not made within the 30-day time-frame, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Brunswick Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.
3. For tenant caused inspection deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and time-frames for correction of deficiencies as owners. If repairs are not completed by the deadline, the Brunswick Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

CHAPTER 13      RESERVED

**CHAPTER 14. RECERTIFICATION****Section A. Annual Reexamination**

1. At least annually the Brunswick Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.
2. The Brunswick Housing Authority will send the family a notification letter and a “Items To Bring” form. The notification letter will include the following information:
  - A. a scheduled date and time for the reexamination
  - B. instructions permitting the family to reschedule, if necessary
  - C. instructions to a family who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

**Section B. Effective Date of Rent Changes for Annual Reexaminations**

1. The new tenant rent will generally be effective upon the anniversary date with a reasonable notice of any rent increase to the family.
2. If the family causes a delay in the annual recertification process, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

**Section C. Missed Appointments**

1. If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Brunswick Housing Authority taking action to terminate the family’s assistance.

**Section D. Interim Reexaminations**

1. During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.
2. Families will be required to report any increase or decrease in income and any increase or decrease in allowable expenses between annual reexaminations.
3. Families are required to report all changes to the Brunswick Housing Authority between regular reexaminations. The following changes may trigger an interim reexamination:
  - A. A member has been added to the family through birth or adoption or court-awarded custody.
  - B. A household member is leaving or has left the family unit.
  - C. Family break-up

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

1. To whom the voucher was issued.
  2. The interest of minor children or of ill, elderly, or disabled family members.
  3. Whether the assistance should remain with the family members remaining in the unit.
  4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.
  - D. Increase or decrease in income and/or allowable expenses, with the exception of Social Security, SSI, or Pension annual cost of living increases which will be addressed at the annual reexam.
4. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Brunswick Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

5. Because of the number of possible different circumstances in which a determination will have to be made, the Brunswick Housing Authority will make determinations on a case by case basis.
6. The Brunswick Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Chapter 16 Section C.
7. In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Brunswick Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Brunswick Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with Section F.1. of this chapter.

#### **Section E. Special Reexaminations**

1. If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Brunswick Housing Authority may schedule special reexaminations every 30 days until the income stabilizes and an annual income can be determined. Families claiming no income on a monthly basis will be required to complete a "Fraud Certification" form. Failure to keep the scheduled reexaminations could result in termination of assistance to the family. (See Chapter 2, Section C. "Obligations of the Participant" and Chapter 15, Section A. "Family's Action or Failure to Act")
2. Special reexaminations will be conducted per HUD requirements.

**Section F. Effective Date of Rent Changes Due to Interim or Special Reexaminations**

1. Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).
2. If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.
3. If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.



## CHAPTER 15. TERMINATION OF ASSISTANCE TO THE FAMILY BY THE BHA HOUSING AUTHORITY

**Section A. Family's Action or Failure to Act**

1. The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:
  - A. If the family violates any family obligations under the program.
  - B. If a family member fails to sign and submit consent forms.
  - C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Brunswick Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
  - D. If any member of the family has ever been evicted from public housing.
  - E. If the Housing Authority has ever terminated assistance under the voucher Program for any member of the family.
  - F. If any member of the family commits drug-related activity, or violent criminal activity.
    1. In reference to d., e., and f.: credible evidence, such as police records, arrest warrants, evidence provided by the court system, testimony from neighbors, etc., and preponderance of evidence defined as "evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not" will be used in the BHA's determination to terminate assistance.
2. If the BHA seeks to terminate because of illegal use or possession of a controlled substance for personal use, such use or possession must have occurred within one year before the date the BHA provides termination to the family.
3. The BHA may not terminate assistance for such use or possession if the family member can demonstrate that he/she:

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- a. Has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such an impairment, and
  - b. Is recovering or has recovered from such addiction and does not currently use or possess controlled substances.
4. This includes any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Brunswick Housing Authority.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The policy of the BHA is to make every effort to secure payment of amounts owed within a 12 month period of time. Any exceptions to this will be at the discretion of the Executive Director, not to exceed an additional six months.)
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Brunswick Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- O. If any household member had ever been convicted for manufacture or production of methamphetamine on premises of federally assisted housing.
  
- P. If the family is absent from the unit for more than 180 consecutive calendar days:
  - 1. The family must provide information or certification to the BHA, when requested, to verify the family is residing in or absent from the unit.
  
  - 2. The family must promptly notify the BHA of any absence and information on the purpose of the absence.
  
  - 3. The BHA's verification process to verify family occupancy or absence includes:
    - a. Letters to the family's unit
  
    - b. Phone calls
  
    - c. Home visits
  
    - d. Questions to landlords or neighbors
  
    - e. Inquiries to utility companies, if applicable

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**CHAPTER 16. COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS,  
INFORMAL HEARINGS FOR PARTICIPANTS**

**Section A. Complaints**

1. The Brunswick Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Brunswick Housing Authority may require that complaints other than HQS violations be put in writing.

**Section B. Informal Review for the Applicant**

1. The Brunswick Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Brunswick Housing Authority decision. The notice will state that the applicant may request an informal review within 10 days of the denial and will describe how to obtain the informal review.
2. The Brunswick Housing Authority will give an applicant an opportunity for an informal review of the Brunswick Housing Authority decision denying assistance to the applicant. The procedure is as follows:
  - A. The review will be conducted by any person or persons designated by the Brunswick Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
  - B. The applicant will be given an opportunity to present written or oral objections to the Brunswick Housing Authority decision.
    - C. The Brunswick Housing Authority will notify the applicant of the Brunswick Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.
    - D. All requests for a review, supporting documentation, and copy of the final decision will be retained in the family's file.
4. For denial of assistance on the basis of ineligible immigration status, the

applicant must be offered the opportunity for an informal hearing (following the procedures outlined in Section C “Informal Hearings for Participants”). In all other cases, applicants are offered informal reviews.

5. Upon receipt of notification by the BHA that INS secondary verification failed to confirm eligible immigration status, the BHA will notify the family and the family shall have 30 days from the date of the BHA’s notification to request an appeal of the INS results. The request for appeal shall be made by the family communicating that request in writing directly to the INS. The family must provide the BHA with a copy of the written request for appeal and proof of mailing.
6. Pending the completion of the INS appeal, assistance may not be delayed, denied, reduced or terminated on the basis of immigration status.
7. After notification of the INS decision on appeal, or in lieu of request of appeal to the INS, the family may request the BHA provide a hearing. This request must be made either within 30 days of notification from BHA or within 30 days of the INS appeal decision.

### **Section C. Informal Hearings for Participants**

1. The Brunswick Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Brunswick Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Brunswick Housing Authority policies. The BHA will notify the family that they may ask for an explanation of the BHA’s determination of:
  - A. The family’s annual or adjusted income, and its use in computing the housing assistance payment.
  - B. The appropriate utility allowance (if any) for tenant-paid utilities
  - C. Family unit size (voucher size) under the Brunswick Housing Authority subsidy standards.
  - D. Termination of assistance for a participant family because of the family’s action or failure to act.

- E. Termination of assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Brunswick Housing Authority policy and HUD rules.
2. HUD regulations state the following BHA decisions do not require an opportunity for an informal hearing:
- A. Discretionary administrative determinations by the Brunswick Housing Authority.
  - B. General policy issues or class grievances.
  - C. Establishment of the Brunswick Housing Authority schedule of utility allowances for families in the program.
  - D. A Brunswick Housing Authority determination not to approve an extension or suspension of a voucher term.
  - E. A Brunswick Housing Authority determination not to approve a unit or lease.
  - F. A Brunswick Housing Authority determination that an assisted unit is not in compliance with current inspection procedures and standards as required by HUD. (However, the Brunswick Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of such inspection standards caused by the family.)
  - G. A Brunswick Housing Authority determination that the unit is not in accordance with current inspection procedures and standards because of the family size.
  - H. A determination by the Brunswick Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.
3. When taking action that qualifies for a hearing, the BHA will give the family prompt written notice that will state:
- A. A brief statement of the reasons for the decision; and
  - B. If the family does not agree with the decision, the family may request an informal hearing on the decision within 10 days of the notification.
4. The Brunswick Housing Authority and participants will adhere to the following procedures:

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- A. Before the hearing, the family will be given the opportunity to examine any Brunswick Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Brunswick Housing Authority does not make the document(s) available for examination on request of the family, the Brunswick Housing Authority may not rely on the document at the hearing.
  - B. Before the hearing, at the Brunswick Housing Authority's offices, the BHA will be given the opportunity to examine any family documents that are directly relevant to the hearing. The Brunswick Housing Authority will be allowed to copy any such document at the Brunswick Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Brunswick Housing Authority, the family may not rely on the document at the hearing.

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

5. The hearing will be conducted by any person or persons designated by the Brunswick Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
6. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Brunswick Housing Authority hearing procedures.
7. The person who conducts the hearing will issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.
8. At its own expense, a lawyer or other representative may represent the family.
9. The Brunswick Housing Authority and the family will have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
10. The Brunswick Housing Authority is not bound by a hearing decision:
  - A. Concerning a matter for which the Brunswick Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Brunswick Housing Authority hearing procedures.
  - B. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

11. If the Brunswick Housing Authority determines that it is not bound by a hearing decision, the Brunswick Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.



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**CHAPTER 17. TERMINATION OF THE LEASE AND CONTRACT****Section A. Introduction**

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

**Section B. Termination of the Lease**

1. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
2. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
  - A. Serious or repeated violation of the lease;
  - B. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - C. Criminal activity or alcohol abuse (as provided in paragraphs 3 - 6; or
  - D. Other good cause (as provided in paragraphs 7 - 9).
3. The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - A. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises), or persons residing in the immediate vicinity ;
  - B. Any violent criminal activity on or near the premises; or
  - C. Any drug-related criminal activity on or near the premises.
4. The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - A. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws

- of the place from which the individual flees; or
- B. Violating a condition of probation or parole under Federal or State law.
5. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
  6. The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
  7. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
  8. During the initial lease or during any extension term, other good cause includes:
    - A. Disturbance of neighbors;
    - B. Destruction of property, or
    - C. Living or housekeeping habits that cause damage to the units or premises.
  9. After the initial lease term, such good cause includes:
    - A. The tenant's failure to accept the owner's offer of a new lease or revision;
    - B. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
    - C. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
  10. The Violence Against Women Act (VAWA) of 2005 provides protections for victims of domestic violence, dating violence, or stalking who live in public housing or who are receiving housing assistance under the federal housing voucher program. (definitions of domestic violence, dating violence and stalking are outlined in Chapter 21, Glossary) Such violence or stalking may not be considered:
    - A. As serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy, or occupancy rights of such a victim;

- B. As criminal activity justifying the termination of assistance, tenancy, or occupancy rights or program assistance of the victim.
- C. If the perpetrator is a member of the victim's household, the BHA has the authority to require that individual to leave the household as a condition of providing continued assistance to the remaining members.
- D. Additionally, **if state law allows**, the owner may have the authority to bifurcate the lease, or divide it into two parts, to deal with family members who engage in criminal acts of physical violence without penalizing the victim(s).
- E. To ensure the family is provided the protection under VAWA, the Brunswick Housing Authority and/or owner will request the individual certify that s/he is a victim of such violence via a HUD-approved certification form, HUD-50066, or by 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 actual or threatened abuse. The certification and/or documentation must include the name of the perpetrator and be provided within 14 business days of the request from the BHA, owner or manager.
- F. All information provided to the BHA, owner or manager regarding domestic violence, dating violence, or stalking will be retained in confidence. The information will not be entered into any shared database nor provided to any related entity, except if disclosure is requested or consented to by the individual in writing, is required for use in an eviction proceeding or is otherwise required by law.
- G. The BHA and the owner retain the authority to terminate tenancy, occupancy, or program assistance of a victim under either of the following conditions:
  - i. The termination is for a lease violation premised on something other than domestic violence and the agency or owner is holding the victim to a standard no more demanding than the standard to which other tenants are held.
  - ii. The agency or owner can demonstrate an "actual and imminent threat to other tenants or those employed at or providing service to the property" if the tenancy, occupancy or program assistance of the victim is not terminated.

- H. The Brunswick Housing Authority has an informational sheet of the rights and obligations of owners under VAWA and will initially inform owners with a mass mailing. New owners will receive the information with their first HAP check.
- 11. The owner may only evict the tenant by instituting court action. At or before the beginning of a court action, the owner must give the tenant a notice that specifies the grounds for termination of tenancy.
- 12. The owner must give the BHA a copy of any eviction notice at the same time the owner notifies the tenant.
- 13. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
- 14. The family may terminate the lease without cause upon proper notice to the owner and the BHA after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).
- 15. The family and the owner may at any time mutually agree to terminate the lease

### **Section C. Termination of the Contract**

- 1. Termination of the Contract occurs:
  - A. If the Brunswick Housing Authority terminates assistance to the family, the contract terminates automatically.
  - B. If the family moves out of the unit, the contract terminates automatically.
  - C. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - D. The unit does not meet current inspection space standards because of an increase in family size or change in family composition.
  - E. When the family breaks up and the Brunswick Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
  - F. The Brunswick Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

- G. The Brunswick Housing Authority determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP Contract as outlined in Part B, paragraph 10 of the HAP Contract.
2. The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

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## CHAPTER 18. HOMEOWNERSHIP OPTION

### Section A. General

1. The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family using the voucher option to meet monthly homeownership expenses.
2. A family must meet the general requirements for admission to the BHA's Housing Choice Voucher program. .
3. The BHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities.
4. The BHA requires a minimum down payment requirement of three percent of the purchase price with at least one percent from the family's personal resources. This requirement may be waived if the eligible home buyer qualifies for mortgage financing from a public entity and they provide down payment assistance.

### Section B. Eligibility Requirements for Families

1. For a family to participate in the BHA's homeownership program, the family must be participating in the Housing Choice Voucher Program and in compliance with the HCV Program for at least nine months.
2. At the commencement of homeownership assistance for the family, the family can be any of the following:
  - i. A first-time homeowner: A family in which no member has had a present homeownership interest in a residence in the last three years. Exception: A single parent or displaced homemaker who, while married, owned a home with a spouse or resided in a home owned by the spouse.
  - ii. A cooperative member: A family of which one or more members owns membership shares in a cooperative.
  - iii. A family that includes a person with disabilities.
3. At commencement of homeownership assistance, adult family members who will own the home must demonstrate gross annual income is not less than the federal minimum wage multiplied by 2000 hours. For disabled families, the gross annual income may not be less than the monthly supplemental security income (SSI) benefit for an individual living alone, multiplied by 12.

4. Except in the case of an elderly family or disabled family the BHA will not count any welfare assistance received by the family in determining annual income. For elderly or disabled families, only welfare assistance for adult family members who will own the home will be included. The disregard of welfare assistance only affects the determination of the minimum annual income used to determine if a family initially qualifies for a Home Ownership Voucher but it does not affect:
  - i. The determination of income eligibility for admission into the Voucher program;
  - ii. Calculation of the amount of the family Total Tenant Payment (TTP); or
  - iii. Calculation of the amount of homeownership assistance payments on behalf of the family.
5. One or more adult members of the family who will own the home must be currently employed on a full-time basis (not less than an average of 30 hours per week); and continuously employed full-time for the past year.
  - i. The BHA has the discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year.
  - ii. The employment requirement does not apply to an elderly or disabled family.
  - iii. The BHA shall grant an exemption from the employment requirement if needed as a reasonable accommodation for a family, other than an elderly or disabled family, which includes a person with disabilities.
6. The BHA will not approve homeownership assistance if any family member has previously defaulted on a mortgage under the homeownership option.

### **Section C. Homeownership Counseling**

1. Eligible families must attend and satisfactorily complete a homeownership counseling program required by the BHA.
2. The BHA will recommend an agency with a counseling program that is consistent with HUD's suggested homeownership counseling. Suggested topics include:
  - i. Home maintenance

- ii. Budgeting and money management
  - iii. Credit counseling and credit repair
  - iv. How to negotiate the purchase price of a home
  - v. How to obtain financing and loan preapprovals and the pros and cons of different types of financing
  - vi. How to find a home, including homeownership opportunities, schools, and transportation
  - vii. Advantages of purchasing a home in an area that does not have a high concentration of low-income families
  - viii. Fair housing information
  - ix. Information about the Real Estate Settlement Procedures Act (RESPA), state and federal truth-in-lending laws, and how to avoid loans with oppressive terms and conditions
3. The family must present the BHA with a “Certificate of Completion” at the completion of the counseling program.

#### **Section D. Search and Purchase Time Limit**

1. The BHA has established a maximum time of one year for a family to locate and purchase a home.
2. The family is required to report their progress in finding and purchasing a home on a quarterly basis.
3. The BHA will not terminate assistance if the family is unable to purchase a home within the time limit of one year.

#### **Section E. Eligible Units**

1. Eligible units must:
  - i. either be under construction or already existing at the time the BHA determines the family was eligible for homeownership assistance,
  - ii. either be a one unit property or a single dwelling unit in a cooperative or condominium,



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- iii. Is not ineligible as defined in Section 982.352 excluding (a) (6), (a) (7) and (b);
    - iv. Unit has been inspected and satisfies HQS. (See Section F for further guidance)
  2. Homeownership assistance may be provided for the purchase of a unit that is owned by the BHA, only if all of the following conditions are satisfied:
    - i. inform the family, orally and in writing, they have the right to purchase any eligible unit and a BHA-owned unit is freely selected by the family without BHA pressure or steering;
    - ii. the unit is not ineligible housing;
    - iii. the services of an independent agency must be obtained to perform the following:
      - a. inspection of the unit for HQS compliance
      - b. review of the independent inspection report
      - c. review of the contract of sale
      - d. determine the reasonableness of the sale price
  3. The BHA will disapprove a unit if the BHA has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation under CFR part 24.
  4. Environmental Compliance:
    - i. Existing units may not be located in the coastal barrier resources system; must obtain and maintain flood insurance for units in special flood hazard areas; and require notification to purchasers for units in airport runway clear zones and airfield clear zones.
    - ii. New construction units:
      - a. Assistance may not be given to a newly constructed home unless the responsible entity (usually the local codes enforcement officer) completed the environmental review procedures required by 24 CFR part 58 and HUD approved the environmental certification and request for release of funds prior to commencement of construction or;
      - b. HUD performed and environmental review under 24 CFR part 50 and notified the BHA in writing of environmental approval of the site prior to commencement of construction.

#### **Section F. Home Inspections**

1. Two home inspections are required:

- A. HQS inspection conducted by the BHA Inspector to determine the current condition of the home is decent, safe and sanitary. (annual HQS inspections are not required)
  - B. Independent inspection conducted by an independent professional inspector selected by and paid by the family.
    - vi. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems.
    - vii. The independent inspector must be able to identify potential problems (for example, the need to replace an aging heating system).
2. The family is not required to use an independent inspector selected by the BHA and the independent inspector cannot be a BHA employee or contractor, or other person under control of the BHA.
  3. The independent inspector must provide a copy of the inspection report both to the family and to the BHA and the BHA has the discretion to disapprove the unit based on information in the inspection report.
  4. The BHA reserves the right to perform annual inspection on homeownership units.

### **Section G. Contract of Sale**

27. The family must enter into a contract of sale and provide a copy of the contract to the BHA.
28. The contract of sale must:
  - i. Specify the price and other terms of sale.
  - ii. Provide for a pre-purchase inspection of the unit by an independent inspector selected by the purchaser.
  - iii. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory.
  - iv. Provide that the purchaser is not obligated to pay for any necessary repairs.

- v. Certify that the seller has not been debarred, suspended, or subject to a limited denial of participation.
- vi. Meet environmental conditions as outlined in Section E. 4.

### **Section H. Financing Purchase of Home**

1. It is the responsibility of the family to secure financing; however, the BHA may disapprove proposed financing, refinancing, or financing for repairs if the BHA determines that the debt is unaffordable or that the lender or loan terms do not meet acceptable underwriting criteria that are in general use at the time of the loan.

### **Section I. Homeownership Assistance Payments**

1. The homeowner assistance payment (HAP) is the lower of:
  - i. The payment standard (PS) minus the total tenant payment (calculated the same as the voucher program); or
  - ii. The family's monthly homeownership expenses minus the total tenant payment
2. The Payment Standard:
  - i. To determine the initial payment standard, the BHA will use the payment standard for a family that is the lower of the payment standard for the family unit size or the payment standard for the size of the home.
  - ii. After initial determination of the payment standard, the BHA shall use at future re-examinations the payment standard for a family is the greater of the initial payment standard determined at the commencement of the homeownership assistance or the payment standard determined at the most recent regular reexamination of family income and composition.
  - iii. The BHA will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the voucher program.
3. The family share affordability limit of 40 percent of adjusted monthly income does not apply to homeownership families.
4. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, the BHA has the discretion to grant relief from this requirement in cases where automatic termination would result in extreme hardship for the family.

5. The BHA will send the homeowner assistance payment directly to the family unless required otherwise by the lender.

### **Section J. Homeownership Expenses**

1. Homeownership expenses for a homeowner include the following:
  - i. Principal and interest on mortgage debt
  - ii. Real estate taxes
  - iii. Home insurance
  - iv.. Utility Allowance
  - v. BHA may include an allowance for major repairs if it determines it is necessary to allow the family to remain in the home.
  - vi. The BHA may include expenses associated with an equity loan used to make the home handicapped accessible.
2. Homeownership expenses for a condominium or cooperative member include the following:
  - i. Cooperative charge under the cooperative occupancy agreement including payment for real estate taxes.
  - ii. Principle and interest on debt incurred to finance purchase of cooperative membership shares
  - iii. Home insurance
  - iv. Utility Allowance
  - v. Cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
  - vi. The BHA may include expenses associated with an equity loan used to make the home handicapped accessible

**Section K. Family Obligations**

1. The BHA will only pay homeownership assistance while the family is residing in the home. If the family moves out of the home, the BHA will not continue assistance after the month when the family moves out. The family or lender is not required to refund to the BHA the assistance for the month the family moves out.
2. The family must comply with the terms of the mortgage.
3. The family must use and occupy the home as the family's only residence. They may not sublet or lease the home.
4. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
5. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, assistance will continue pending settlement of the decedent's estate, so long as the home is solely occupied by remaining family members.
6. The family must report all changes in family composition.
7. In addition, the family must supply information as required by the BHA concerning refinancing or payment of debt, sale or transfer of any interest in the home.
8. The family must notify the BHA before moving out of the home and notify the BHA of any mortgage default.
9. During the time the family receives homeownership assistance, no family member may have any interest in any other residential property.
10. The family will be required to execute a written statement in which the family agrees to comply with all family obligations under the homeownership option.
11. Other Obligations: must comply with 24 CFR part 982.551 b, h, I, k, l, m, & n.

**Section L. Maximum Term of Assistance**

1. The maximum term of assistance is:
  - i. Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
  - ii. Ten years, in all other cases.

2. The maximum term of assistance does not apply to elderly and disabled families.
  - i. In the case of an elderly family, the family must qualify as an elderly family at the start of homeownership assistance.
  - ii. In the case of a disabled family, the exception applies if the family qualifies as disabled at any time during homeownership assistance.
  - iii. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date assistance commenced. However, provided the family is otherwise eligible to receive assistance, the family must be provided at least six months of assistance after the maximum term becomes applicable.
3. The maximum term is applied from the date of initial purchase, regardless of whether the family moves to a new unit or receives assistance from different housing authorities.

#### **Section M. Portability**

1. A family determined eligible for homeownership assistance may purchase a home outside the initial housing authority's jurisdiction, or may move outside the initial housing authority's jurisdiction with continued homeownership assistance, if:
  - i. The receiving housing authority is administering a voucher homeownership program, and
  - ii. The receiving housing authority is accepting new homeownership families.
2. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the housing authority.
3. In general the voucher program portability rules apply to the homeownership option and the administrative responsibilities of the initial and receiving housing authorities are not altered except for some minor administrative functions.

#### **Section N. Denial or Termination of Assistance**

1. Grounds for denial and termination under the voucher program apply to homeownership families.
2. The BHA will deny or terminate assistance for violation of family obligations.
3. The BHA will terminate homeownership assistance for any family member receiving assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The BHA will permit the family to move to a new unit with continued voucher rental assistance.
4. If the family defaulted on a FHA-insured mortgage, the family cannot receive continued rental assistance unless:
  - i. The family has conveyed or will convey title to the home to HUD or HUD's designee, and
  - ii. The family has moved or will move from the home within the period established or approved by HUD

#### **Section O. Recapture of Assistance:**

The BHA will not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of a home purchased with assistance under this program.

#### **Section P. Move with Continued Assistance**

1. Move to a new unit:
  - i. A family receiving homeownership assistance may move to a new unit with continued assistance in accordance with this section. The family may move with either voucher rental assistance (in accordance with rental assistance requirements) or with voucher homeownership assistance (in accordance with this policy).
    - a. The BHA may will not commence continued tenant based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the home.
    - b. The BHA will not allow a family to move more than once in any one year period.

2. Prior to a move with continued homeownership assistance, the BHA will determine that all initial requirements in Section E of this policy have been satisfied as it relates to the new home. However the following do not apply:
  - i. The requirement for homeownership counseling does not apply;
  - ii. The requirement that the family must be a first time home buyer does not apply.
3. The BHA may deny permission to move with continued assistance under the following conditions:
  - i. The BHA may deny permission to move with continued rental or homeownership assistance if the BHA determines that it does not have sufficient funding to provide assistance.
  - ii. The BHA may deny permission to move any family member has engaged in activities which would otherwise cause the family's termination in the program.

#### **Section Q. Denial or Termination of Assistance**

1. The BHA may deny or terminate assistance at any time in accordance with 24 CFR part 982.552 (Grounds for denial or termination of assistance) or 982.553 (Crime by family members) as may be amended.
2. The BHA may terminate assistance for violation of participant obligations as described in 24 CFR part 982.551 or 982.663 as may be amended.
3. The BHA shall terminate voucher homeownership assistance for any member if family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt. The BHA may allow the family to move to a new unit with continued rental voucher assistance. However the BHA will deny such permission if:
  - i. The family defaulted on an FHA insured mortgage; and
  - ii. The family fails to demonstrate that:
    - a. The family has conveyed, or will convey title to the home, as required by HUD, to HUD or HUD's designee; and
    - b. The family has moved, or will move from the home within the period established by HUD.

#### **Section R. Down Payment Assistance**



1. The BHA may provide a single down payment assistance grant for a participant of the housing choice voucher program. The grant must be applied toward the down payment required in connection with the purchase of the home and/or reasonable and customary closing costs.
  - i. The BHA has defined what fees and charges reasonable and customary to be those fees and charges routinely applied to real estate closings such as but not limited to bank fees, legal fees, real estate transfer taxes, recording fees, and title insurance. If the homeowner is utilizing FHA mortgage insurance then they will also be subject to those regulations.
2. A down payment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment.
3. The grant shall be paid at closing of the family's purchase of the home.
4. The BHA will not offer down payment assistance under this section until HUD publishes a notice in the Federal Register.

**Section S. Applicability of Other Requirements**

1. The following types of provisions under Part 982, Housing Choice Voucher Program, do not apply to assistance under the homeownership option:
  - A. Any provisions concerning the Section 8 owner or the HAP contract between the family and owner;
  - B. Any provisions concerning the assisted tenancy or the lease between the family and the owner;
  - C. Any provisions concerning BHA approval of the assisted tenancy;
  - D. Any provisions concerning rent to owner or reasonable rent; and
  - E. Any provisions concerning the issuance or term of voucher.
2. The following provisions of Part 982, Subpart G, do not apply to assistance under the homeownership option:
  - A. Section 982.302 (issuance of voucher, requesting BHA approval of assisted tenancy);
  - B. Section 982.303 (term of voucher);
  - C. Section 982.305 (BHA approval of assisted tenancy);

- D. Section 982.306 (BHA disapproval of owner);
  - E. Section 982.307 (tenant screening);
  - F. Section 982.308 (lease and tenancy);
  - G. Section 982.309 (term of assisted tenancy);
  - H. Section 982.310 (owner termination of tenancy);
  - I. Section 982.311 (when assistance is paid) (exception: 982.311 (c) (3) )
  - J. Section 982.313 (security deposit: amounts owed by tenant); and
  - K. Section 982.314 (move with continued tenant-based assistance).
3. The following provisions of Part 982, Subpart H, do not apply to assistance under the homeownership option:
- A. Section 982.352 (a) (6) (prohibition of owner-occupied assisted unit);
  - B. Those provisions of Section 982.353 (b), (1), (2), and (3) (where family can lease a unit with tenant-based assistance) and Section 982.355 (portability: administration by receiving PHA) that are inapplicable per Section 982.636.
4. The following provisions of Part 982, Subpart I, do not apply to assistance under the homeownership option:
- A. Section 982.403 (terminating HAP contract when unit is too small);
  - B. Section 982.404 (maintenance: owner and family responsibility; PHA remedies); and
  - C. Section 982.405 (PHA initial and periodic unit inspection).
5. The requirements of Part 982, Subpart J, (housing assistance payments contract and owner responsibility) Sections 982.451-456 do not apply to assistance under the homeownership option.
6. Except for those sections listed below, the requirements of Part 982, Subpart K (rent and housing assistance payment) (Sections 982.501-521) do not apply to assistance under the homeownership option:
- A. Section 982.503 (voucher tenancy: payment standard amount and

- schedule);
  - B. Section 982.516 (family income and composition: regular and interim reexaminations); and
  - C. Section 982.517 (utility allowance schedule).
7. The following provisions of Part 982, Subpart L, do not apply to assistance under the homeownership option:
- A. Section 982.551 (c) (HQS breach caused by family);
  - B. Section 982.551 (d) (allowing BHA inspection);
  - C. Section 982.551 (e) (violation of lease);
  - D. Section 982.551 (g) (owner eviction notice); and
  - E. Section 982.551 (j) (interest in unit).
8. The following provisions of Part 982, Subpart M, do not apply to assistance under the homeownership option:
- A. Sections 982.602-619 (special housing types); and
  - B. Sections 982.622-624 (manufactured home space rental).

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## CHAPTER 19. PROJECT-BASED VOUCHERS

### Section A. Introduction

1. The purpose of the PBV program is to induce property owners to make standard housing available to low income families at rents within the Section 8 existing housing fair market rents.
2. The Brunswick Housing Authority may “attach to structures” up to 15% of the Section 8 assistance available under the voucher program. (A 30% limit is applicable to certain State-assisted units.)
3. The Section 8 tenant-based program rules apply to the following components of the PBV program:
  - A. Determination of the payment standard
  - B. Determination of family income and composition
  - C. Regular and interim examinations
  - D. Utility allowance schedule
4. The following provisions of 24 CFR part 982 do not apply to the PBV program:
  - A. Issuance or use of a voucher
  - B. Portability
  - C. Provisions on voucher tenancy or over-FMR tenancy
  - D. Retention of lease, HAP contract and family application
  - E. Where family will live, family size and waiting lists

### Section B. Basic Program Requirements

1. Before implementing a PBV program, the Brunswick Housing Authority will submit the following information to HUD for review:
  - A. Total number of units requested for approval
  - B. Number of budgeted certificate units

- C. The number of voucher units available to be project-based (i.e., the number of budgeted units not under a tenant-based or project-based HAP contract or otherwise committed)
2. The Brunswick Housing Authority will not attach or pay PBV assistance to units in the following types of housing:
  - A. Housing for which construction started before agreement execution
  - B. Housing for which rehabilitation started before the agreement execution
  - C. Shared housing, nursing homes, and facilities providing continual assistance of a medical nature including board and intermediate care
  - D. Units within the grounds of a penal institution, reformatory, medical, mental, and similar public or private institutions
  - E. Housing located in the Coastal Barrier Resources System
  - F. Housing identified by FEMA as being located in a flood hazard area
  - G. College or other school dormitory
  - H. A manufactured home
  - I. Units already receiving subsidies
3. A BHA-owned unit may only be provided project-based assistance if the unit is ineligible as referenced above in B.2.
4. A BHA-owned unit means a unit that:
  - A. Is owned by the Brunswick Housing Authority (other than public housing)
  - B. Administers the assistance under 24 CFR 983
  - C. Is owned by an entity substantially controlled by the BHA

BHA-owned units are subject to the same requirements as units that are not BHA-owned.
5. The HUD field office selects the BHA-owned unit pursuant to a competitive ranking and rating process and conducts all BHA reviews required under this part before the execution of the Agreement.

6. Any adjustment of the contract rent for a BHA-owned unit must be approved in advance by the HUD field office.
7. HUD headquarters establishes the amount of the administrative fee for a BHA-owned unit.
  - A. The BHA will earn a lower ongoing administrative fee for a BHA-owned unit than for a unit not owned by the BHA, and no fee for the cost to help a family experiencing difficulty in renting appropriate housing.
8. During the term of each assisted lease and each HAP contract term, and for at least three years thereafter, the Brunswick Housing Authority will keep:
  - A. A copy of the executed lease
  - B. The application from the family
  - C. The HAP contract
  - D. Records to document the basis for determination of the initial rent to owner, and the determination that the rent is a reasonable rent initially and during the term of the HAP contract
9. The Brunswick Housing Authority may provide assistance to group homes:
  - A. A group home may include one or more group home units
  - B. There must be a single PBV HAP contract for units in the group home
  - C. A separate lease is executed for each elderly person or person with disabilities who resides in a group home

### **Section C. Housing Assistance Payments Contract**

1. The initial HAP contract term with the owner will not be less than one year nor more than five years, and will not extend beyond the ACC expiration date for the funding source from which the HAP contract is to be funded.
2. The contract authority for the funding source must exceed the estimated annual housing assistance payments for all tenant-based and project-based HAP contracts funded from the funding source.
3. Within these limits the Brunswick Housing Authority has the sole discretion to determine the HAP contract term.

4. The Brunswick Housing Authority has the option to renew expiring HAP contracts with HUD field office approval.
5. The effective date of the HAP contract will not be earlier than the date of the BHA inspection and acceptance of the unit.

**Section D. Responsibilities of the BHA and the Owner**

1. It is the responsibility of the Brunswick Housing Authority to:
  - A. Inspect the project before, during and upon completion of new construction or rehabilitation; and
  - B. Ensure that the amount of assistance attached to units is within the amounts available under the ACC.
2. The owner is responsible for:
  - A. Performing all of the owner responsibilities under the Agreement and the HAP contract.
  - B. Providing the BHA with a copy of any termination of tenancy notification.
  - C. Offering vacant, accessible units to a family with one or more members with a disability requiring the accessibility features already living in an assisted unit that does not have such features.
  - D. The QHWRA, effective 10/21/98, requires owners to provide not less than one-year written notice to tenants and HUD of expiration or termination of the contract (owners who gave notice prior to 10/21/98 are covered under the previous 180-day notice requirement).

**Section E. Family Participation**

1. A family becomes a participant when they execute a lease with the owner for a unit with project-based assistance.
2. Except for special admissions, participants will be selected from the BHA waiting list in accordance with Chapter 5 of this policy.
3. Before the BHA assigns assistance to a specific unit the BHA will determine whether the unit is occupied by an eligible family (including a single person).
4. The BHA will either elect not to attach assistance to that particular unit or must

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offer the eligible person in the occupied unit the opportunity to lease the unit without being placed on the waiting list.

**Section F. Income Limits and Targeting**

1. An eligible applicant must be a family whose annual income does not exceed the applicable income limit as set by HUD:
  - A. Extremely low-income limit: 30% of the area median income
  - B. Very low-income limit: 50% of the area median income
  - C. Low-income limit: 80% of the area median income
2. In a fiscal year, not less than 40% of the project's units will be leased by families whose income does not exceed the extremely low-income limits.
3. Not more than 25% of the dwelling units under ACC and Section 8 HAP contracts leased before 10/1/81 and that are leased on or after that date will be leased to other than very low-income families.
4. Not more than 15% of the dwelling units that initially became available for occupancy under ACC and Section 8 HAP contracts on or after 10/1/81 will be leased to other than very low-income families.
5. The remainder of the project's units will not be leased to families whose income exceeds the low-income limits, except as otherwise approved by HUD.
6. The Brunswick Housing Authority or the owner will not select a family for admission out of order on the waiting list for purposes of selecting a relatively higher income family for admission.

**Section G. Filling Vacant Units**

1. When the owner notifies the Brunswick Housing Authority of vacancies in the units to which assistance is attached, the BHA will refer to the owner one or more families of the appropriate size on its waiting list. (A family that refuses the offer of a unit assisted under part 983 keeps its place on the waiting list.)
2. The owner must rent all vacant units to eligible families referred by the BHA its waiting list.
3. If the Brunswick Housing Authority does not refer a sufficient number of



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- interested applicants on the waiting list to the owner within 30 days of the owner's notification of the vacancy to the BHA, the owner may advertise for or solicit applications from eligible very low-income families. The owner must refer these families to the BHA to determine eligibility.
4. The owner is responsible for screening and selection of tenants. Written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families must be adopted by the owner.
  5. The owner must promptly notify in writing any rejected applicant of the grounds for such rejection.
  6. A family may file a discrimination complaint with the HUD field office against the owner, if they believe they have been discriminated against.

#### **Section H. Police and Security Personnel in Project-Based Housing**

1. As a means of providing increased security for tenants, owners can apply to the local HUD office for authorization to house over-income police officers and other security personnel in assisted units. The application must include:
  - A. A statement demonstrating the need for increased security at the project
  - B. A description of the proposed gross rent for the unit
  - C. Any special conditions for occupancy

#### **Section I. Briefing of Families**

1. The Brunswick Housing Authority will provide families selected to occupy a project-based unit with information concerning the tenant rent and any applicable utility allowance and a copy of the HUD-prescribed lead-based paint brochure.
2. Families will also be provided with a full explanation of the following:
  - A. Family and owner responsibilities under the lease and HAP contract
  - B. Information on Federal, State, and local equal opportunity laws
  - C. The fact that the subsidy is tied to the unit and if the family moves from the unit they are not entitled to continued assistance
  - D. The likelihood of the family receiving a certificate after the HAP contract expires

- E. The family's options if the family is required to move because of a change in family size or composition
- F. Information on the BHA's procedures for conducting informal hearings for participants and of the procedures for requesting a hearing.

**Section J. Continued Assistance for a Family when the HAP Contract Terminates**

1. If the HAP contract for the unit expires or if the HAP contract is terminated by the BHA, the assisted family in occupancy will be issued a certificate providing the BHA has sufficient funding for continued assistance for the family.
2. If the family is being denied or terminated because of the family's actions or failure to act, the Brunswick Housing Authority does not have to issue the certificate.
3. If the unit is not occupied by an assisted family, then the available funds under the ACC that were previously committed for support of the project-based assistance for the unit will be used for the BHA's voucher program.

**Section K. Amount of Rent Payable by Family to Owner**

1. The amount of rent payable by the family to the owner will be the Tenant Rent.
2. The Brunswick Housing Authority has established a minimum rent of \$25 for families living in Section 8 project-based assistance units.
  - A. The minimum rent calculation for any family who receives a "sticky" or "enhanced" preservation voucher in FY97, FY98, or FY99 is subject to the new minimum rent calculation for projects approved for prepayment of the mortgage insurance or voluntarily terminates the mortgage insurance contract as outlined in Notice PIH 99-16.
3. The tenant rent is calculated by subtracting the amount of the housing assistance payment from the gross rent.
4. The Brunswick Housing Authority will not use housing assistance payments or other program funds, including any administrative fee reserves, to pay any part of the tenant rent.

**Section L. Lease Requirements and Lease Terms**

1. The lease between the family and the owner will be in accordance with HUD regulations and requirements and include all provisions required by HUD and not include any provisions prohibited by HUD.
2. When offering an accessible unit to an applicant not having disabilities, the owner may:
  - A. Require the applicant to agree to move to a non-accessible unit when one becomes available; and
  - B. Incorporate the agreement into the lease.
3. The term of the lease, including a new lease or a lease amendment, executed by the owner and the family must be for at least one year. (Exception: the term may be less than one year if the remaining term of the HAP contract is less than one year.)
4. The family must notify the Brunswick Housing Authority and the owner before moving out of the unit.
5. The lease may contain a provision permitting the family to terminate the lease on not more than 60 days advance written notice to the owner.
  - A. In case of a lease term being more than one year, there must be a provision in the lease permitting the family to terminate the lease on such notice after the first year of the term.
6. The owner may offer the family a new lease for a term beginning at any time after the first year of the term of the lease:
  - A. The owner must give the family a written notice of the offer at least 60 days before the proposed commencement date of the new lease term.
  - B. A reasonable time for acceptance should be specified in the offer. Failure by the family to accept the offer of a new lease in accordance with this section will be “other good cause” for termination of tenancy.

**Section M. Maintenance, Operation and Inspections**

1. The owner must provide all the services, maintenance and utilities as agreed under the HAP contract. (HAP payments are subject to abatement or other applicable remedies if the owner fails to meet these obligations.)

2. To assure the owner is meeting obligations to maintain the unit in decent, safe and sanitary condition and to provide the agreed upon utilities and other services, the Brunswick Housing Authority will inspect each dwelling unit under HAP contract at least annually.
3. After notifying the owner that the unit(s) under HAP contract are not being maintained in decent, safe and sanitary condition, and the owner fails to take corrective action within the time prescribed in the notice, the BHA will:
  - A. Exercise any of its rights or remedies under the HAP contract, including abatement
  - B. Terminate the HAP contract on the affected unit(s), and
  - C. Terminate assistance to the family in accordance with CFR 982.552 because of family's action or failure to act.
4. Neither the family nor any other party other than HUD or the BHA has any right to require any enforcement of current inspection procedures and standards required by HUD or any right to assert a claim against HUD or the BHA for damages, injunction or other relief, for alleged failure to enforce such inspections.

#### **Section N. Overcrowded and Under-occupied Units**

1. A family will be required to move if the BHA determines that a contract unit is not decent, safe, and sanitary because of an increase in family size that causes the unit to be overcrowded based on the BHA's subsidy standards.
2. If the Brunswick Housing Authority does not have a suitable unit available within the family's ability to pay, the BHA will offer Section 8 assistance to the family if it has sufficient funding.
3. The Brunswick Housing Authority will otherwise assist the family in locating other standard housing in the BHA's jurisdiction within the family's ability to pay and require the family to move to such unit as soon as possible.
4. The family will not be forced to move, and the BHA will not terminate the HAP contract for reasons stated in this paragraph, unless the family rejects, without good reason the offer of a unit that the BHA judges to be acceptable.

**Section O. Informal Review or Hearing**

1. For the PBV program the applicable sections of informal reviews for applicants and informal hearings for participants are the same as for the Section 8 tenant-based programs.

**Section P. Initial Rent, Annual and Special Adjustments of Rent to Owner**

1. The initial rent to the owner for a unit may not exceed the reasonable rent as determined by the Brunswick Housing Authority.
  - A. In addition to the rent reasonableness limit, and other rent limits under this rule, the amount of rent to the owner also may be subject to rent control limits under State or local law.
  - B. The Brunswick Housing Authority can reduce the initial rent to the owner because of other governmental subsidies, including tax credit or tax exemption, grants or other subsidized financing.
2. The Brunswick Housing Authority determines the payment standard in accordance with Chapter 11, Section C of this policy.
3. Initial rents for PHA-owned PBV units and PBV units financed with a HUD insured multifamily mortgage must be approved by HUD.
4. At each anniversary date of the HAP contract, the Brunswick Housing Authority will adjust the rent to the owner in accordance with the following:
  - A. The owner must request a rent increase (including a comparability study to determine the amount of such increase) by written notice to the BHA at least 120 days before the anniversary date of the HAP contract.
  - B. The BHA will not increase the rent unless the owner requested the increase by the 120 day deadline and the owner must have complied with all requirements of the HAP contract, including current inspection procedures and standards as required by HUD for all contract units, during the year before the contract anniversary.
5. The adjusted rent to the owner will equal the lesser of:
  - A. The pre-adjustment rent to the owner multiplied by the applicable Section 8 annual adjustment factor published by HUD
  - B. The reasonable rent as determined by the Brunswick Housing Authority

- C. The rent requested by the owner
6. For a HAP contract under an agreement executed on or after 6/1/98, the applicable factor is the published annual adjustment factor in effect 60 days before the anniversary date of the HAP contract.
  7. For a HAP contract under an Agreement executed before 6/1/98, the applicable factor is the published annual adjustment factor in effect on the contract anniversary date.
  8. The rent to the owner can be adjusted up or down not to include any previously approved special adjustments.
  9. For BHA-owned PBV units, the Brunswick Housing Authority will not increase the rent at the annual anniversary until and unless HUD has reviewed the BHA comparability study and has approved the adjustment.
  10. Except as necessary to correct errors in establishing the initial rent in accordance with HUD requirements, the adjusted rent to the owner will not be less than the initial rent.
  11. A special adjustment to an owner must be approved by HUD and can only be approved to reflect increases in the actual and necessary costs of owning and maintaining the contract units because of substantial and general increases in:
    - A. Real property taxes
    - B. Special governmental assessments
    - C. Utility rates
    - D. Costs of utilities not covered by regulated rates
  12. Special adjustments will only be approved if the owner demonstrates that cost increases are not adequately compensated by application of the published AAF and the rent to the owner is not sufficient for proper operation of the housing.
  13. The adjusted rent may not exceed the reasonable rent as determined by a comparability study.
  14. The owner must submit financial information, as requested by the Brunswick Housing Authority, that supports the request for a special adjustment. (For HAP contracts of more than 20 units, such financial information must be audited.)
  15. The Brunswick Housing Authority can withdraw or limit the term of any special adjustment.

16. When a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase to the owner.
17. At any time during the life of the HAP contract, the Brunswick Housing Authority can revise the rent to the owner to correct any errors in establishing or adjusting the rent to the owner in accordance with HUD requirements and recover any excess payment from the owner.

### **Section Q. Reasonable Rent**

1. An agreement to enter into housing assistance payments contract cannot be made until the BHA determines that the initial rent to the owner is a reasonable rent in comparison to the rent for other comparable unassisted units.
2. At least annually during the HAP contract term, the Brunswick Housing Authority will redetermine that the current rent to the owner does not exceed a reasonable rent.
3. To make this determination, the Brunswick Housing Authority will consider:
  - A. The location, quality, size, unit type, and age of the contract unit
  - B. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease
4. The Brunswick Housing Authority comparability study (an analysis of rents charged for comparable units) will determine the reasonable rent for the contract units as compared with rents for comparable unassisted units:
  - A. The comparability study will be prepared by the BHA staff.
  - B. The study will show how the reasonable rent was determined and any major differences between the contract units and the comparable unassisted units.
  - C. If the owner requests a rent increase by the 120 day deadline, the BHA will submit to the owner a comparability study at least 60 days before the HAP contract anniversary.
  - D. If the BHA does not submit the comparability study to the owner by this deadline, an increase of rent by application of the annual adjustment factor is not subject to the reasonable rent limit.

5. By accepting each monthly housing assistance payment from the BHA, the owner certifies that the rent to the owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

**Section R. Housing Assistance Payment**

1. The monthly HAP equals the gross rent, minus the higher of the total tenant payment or the minimum rent as required by law.
2. The monthly housing assistance payment is distributed as follows:
  - A. The BHA pays the owner the lesser of the housing assistance payment or the rent to the owner
  - B. If the housing assistance payment exceeds the rent to the owner, the BHA will pay the balance of the HAP either to the family or directly to the utility supplier to pay the utility bill.

**Section S. Other Fees and Charges**

1. The cost or value of meals or supportive services will not be included:
  - A. In the rent to the owner.
  - B. In the calculation of reasonable rent.
  - C. In the lease to require the tenant or family to pay such charges and non-payment of such charges cannot be grounds for termination of tenancy.
2. The owner cannot charge the tenant extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenants in the premises.

**Section T. Preservation Vouchers**

1. All rules and regulations as outlined in CFR 982.504, Notice PIH 96-61 and Notice PIH 97-29 will be followed if the BHA utilizes preservation vouchers.



## CHAPTER 20. ANTI-FRAUD POLICY

**Section A. Introduction**

1. The Brunswick Housing Authority is fully committed to combating fraud in its Section 8 program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the BHA. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.
2. Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The BHA shall aggressively attempt to prevent all cases of fraud.
3. When a fraudulent action is discovered, the BHA shall take action depending on circumstances. It may do one or more of the following things when it deemed appropriate:
  - A. Require the resident to immediately repay the amount in question;
  - B. Require the resident to enter into a satisfactory repayment agreement;
  - C. Terminate the resident's rental assistance;
  - D. Refer the case for criminal prosecution; or
  - E. Take such other action as the BHA deems appropriate.

**CHAPTER 21. Glossary**

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

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

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

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

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

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

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

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

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

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

**Assets:** see net family assets.

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

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

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

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

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

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the current inspection requirements for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Contract Rent:** See Rent to Owner

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

**Cooperative member:** A family of which one or more members own membership shares in a cooperative.

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

**Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on consideration of the following factors: length of relationship, type of relationship, frequency of interaction between the persons involved in the relationship.

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

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

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

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

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

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

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

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

**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 cohabitating with or has cohabitated 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.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

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

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

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

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

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

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

**Extremely low-income families:** Those families whose income does not exceed the federal poverty level.

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

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

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

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

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

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

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

**First-time homeowner:** A family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family, including a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

**50058 Form:** The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

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

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

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

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Guest:** A person temporarily staying in a unit with the consent of the tenant or other family member, for a period of no more than 14 days.

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

**Home:** A dwelling unit for which the BHA pays homeownership assistance under the homeownership option.

**Homeownership assistance:** Monthly assistance payments paid to the family by the BHA under the homeownership option.

**Homeownership expenses:** A family's allowable monthly expenses for the home under the homeownership option, as determined by the BHA in accordance with HUD requirements.

**Homeownership option:** Assistance for a homeowner or cooperative member under 24 CFR Sections 982.625 through 982.641. A special housing type.

**Household:** A family and PHA-approved live-in aide

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

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

**Immediate Family:** In relation to VAWA, immediate family member means with respect to a person: a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent or any other person living in the household of that person and related to that person by blood and marriage.

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

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

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

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

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

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

**Interest in the home:** In the case of assistance for a homeowner, “interest in the home” includes title to the home, any lease or other right to occupy the home, or any other present interest in the home. In the case of assistance for a cooperative member, “interest in the home” includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

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

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

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the BHA. For



purposes under part 982, the cooperative is the Section 8 “owner” of the unit, and the cooperative member is the Section 8 “tenant”.

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

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

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

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

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

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Membership shares:** Shares in a cooperative in the homeownership option. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

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

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

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

**Mutual housing** is included in the definition of "cooperative".

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

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

**Net family assets:**

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

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

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

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

**Other person under tenant's control:** A short-term invitee not "staying" in a unit. ("under tenant's control" includes the period of invitation only and excludes persons on the tenant's premises for legitimate commercial purposes)

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

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

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

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

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

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

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

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

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

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

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

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

"Severe chronic disability that:

h1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

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

(3) is likely to continue indefinitely;

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

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

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

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

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

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

**Preponderance of evidence:** Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

**Present homeownership interest:** In the homeownership option, "present homeownership interest" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. Such interest in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

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

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

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

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

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

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

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

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

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

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

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

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

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

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Stalking:** In relation to VAWA, stalking mean to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance

with the intent to kill, injure, harass, or intimidate another person, and 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 that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

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

**Statement of homeowner obligations:** The family's agreement to comply with program obligations in the homeownership option.

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

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

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

**Tenant rent:** The amount payable monthly by the family as rent to the owner minus any utility allowance.

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

**Tolling:** see suspension.

**Total tenant payment (TTP):**

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

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

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

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

**Utility reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
  - (2) Documentation, such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

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

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

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

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

**Waiting list admission:** An admission from the housing authority waiting list. *[24 CFR 982.4]*

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

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



**CHAPTER 22. ACRONYMS**

ACC	Annual Contributions Contract
BHA	Brunswick Housing Authority
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FHA	Farmers Home Administration
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
PIC	Public Indian Housing Information Center
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
PHAS	Public Housing Assessment System

SEMAP Section 8 Management Assessment Program

TTP Total Tenant Payment