



CITY OF JANESVILLE

Wisconsin's Park Place

Request for Proposal (RFP) for Project-Based Vouchers (PBV) Issued by: City of Janesville-Housing Services

1. Introduction

The City of Janesville Housing Services invites proposals from qualified property owners and developers for participation in the Project-Based Voucher (PBV) program. This RFP is issued to identify suitable housing developments where vouchers can be used to assist households earning low income in securing affordable housing. The PBV program is part of the U.S. Department of Housing and Urban Development's (HUD) efforts to increase affordable housing availability.

2. Purpose

The purpose of this RFP is to solicit proposals for PBV allocations to specific housing units in the City of Janesville. Selected proposals will align with the City of Janesville's goals of providing safe, decent, and affordable housing, particularly to vulnerable populations such as seniors, individuals with disabilities, and families experiencing homelessness.

3. Project Scope and Requirements

The City of Janesville Housing Services seeks to allocate PBVs to one or more projects that meet the following criteria:

- **Location:** Projects must be located within the City of Janesville.
- **Unit Types:** Proposals should include a mix of unit sizes (e.g., 1-bedroom, 2-bedroom, etc.) to accommodate various family compositions.
- **Affordability:** Units must be affordable to families earning less than 50% of the Area Median Income (AMI), with preference given to those below 30% of AMI. Rents must be set per HUD FMR limits as adjusted per HUD regulation and the City of Janesville Administrative plan or certain Tax Credit Units.
- **Accessibility:** A minimum percentage of units must comply with accessibility standards for persons with disabilities as per HUD regulations.
- **Project Readiness:** Projects must demonstrate readiness to proceed, with a clear timeline for completion and occupancy.
- **Compliance:** All units must meet HUD's Housing Quality Standards (HQS) or any future standard as required by HUD and comply with Fair Housing laws.

4. Proposal Requirements

Proposals should include the following information:

- **Cover Letter:** A brief introduction of the proposer, including contact information.

HOUSING SERVICES

CITY HALL • 18 N. JACKSON ST., P.O. BOX 5005 • JANESVILLE, WI 53547-5005 • (608) 755-3065



facebook.com/cityofjanesville



janesvillewi.gov



linkedin.com/company/cityofjanesvillewi



twitter.com/City_Janesville

- **Project Description:** Detailed information on the project, including the location, number and type of units, unit sizes, and target population.
- **Development Team:** Information on the development team, including experience with affordable housing projects.
- **Project Timeline:** Estimated timeline from award to occupancy, including key milestones.
- **Budget and Financing:** A detailed budget for the project, including sources of funding, financial feasibility, and any financial commitments already secured.
- **Community Impact:** Description of the anticipated impact on the community, including how the project addresses local housing needs.
- **Building Management:** Include information regarding ongoing building management, including experience of management team with affordable housing projects, onsite management, required fair housing education. Please provide tenant screening and eligibility requirements.
- **Supportive Services:** Information on any supportive services that will be provided to residents.
- **Compliance with HUD Regulations:** Confirmation of compliance with HUD's PBV regulations and the City of Janesville Housing Service's requirements.

5. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- **Project Feasibility and Readiness:** Demonstrated ability to complete the project within the proposed timeline.
- **Affordability:** Depth of affordability, with preference given to projects serving households with extremely low-income levels.
- **Experience and Capacity:** Track record of the development and management team in completing and managing similar projects.
- **Community Impact:** Expected benefits to the community, including alignment with the City of Janesville Housing Service's goals.
- **Supportive Services:** Availability and adequacy of supportive services for residents.
- **Financial Viability:** Sound financial plan with secured funding sources.

6. Submission Guidelines

- **Deadline:** Proposals will be accepted on an ongoing basis.
- **Format:** Proposals can be submitted in both electronic and hard copy formats.
- **Submission Address:** City of Janesville-Housing Services, Attn: Kelly Bedessem, 18 N Jackson Street, Janesville, WI 53548
- **Inquiries:** All inquiries regarding this RFP should be directed to Kelly Bedessem, Housing Services Director bedessemk@janesvillewi.gov 608-755-3052

7. Selection Process

The selection process will involve the following steps:

1. **Initial Review:** The City of Janesville Housing Service's staff will conduct an initial review of all proposals to ensure they meet the minimum requirements.
2. **Evaluation:** Proposals that meet the minimum requirements will be evaluated according to the criteria outlined in this RFP.
3. **Interviews:** The City of Janesville Housing Service's may conduct interviews with applicants to further assess suitability.
4. **Final Selection:** Final selection and approval will be made by the City of Janesville's Housing Service's based on the evaluation and interview process.

8. Terms and Conditions

- The City of Janesville Housing Service's reserves the right to reject any or all proposals, waive any irregularities, and request additional information from proposers.
- All costs associated with the preparation and submission of proposals are the responsibility of the proposer.
- The City of Janesville Housing Service's may amend or withdraw this RFP at any time.

9. Contract Award

The selected proposer(s) will enter a Housing Assistance Payments (HAP) contract with the Janesville Housing Authority for the provision of PBVs in the selected units.

10. Appendices

- **Appendix A:** City of Janesville Administrative Plan
 - **Appendix B:** HUD Housing Quality Standards (HQS) Checklist
 - **Appendix C:** Sample Housing Assistance Payments (PBV-HAP) Contract
-

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.202. The information sets forth the PHA and owner's agreement to provide housing under the project-based component of the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

_____ (PHA) and

_____ (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 1 of Part 1
(04/2023)**

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).

Single-Stage Project

This is a single-stage project. For all contract units, the effective date of the HAP contract is:

_____.

Multi-Stage Project

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 9).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.207(c)).

e. Term of the HAP contract

1. Beginning of term

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is:

_____.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the

owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.

- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA for placement on the PBV waiting list.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

- 1. Except as provided in paragraphs g.2 through g.5 below, the PHA will not make housing assistance payments under the HAP contract for more than

the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph g.1, the PHA shall give preference to the applicable families as listed in g.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in g.6 and g.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:
 - ___ Public Housing or Operating Funds;
 - ___ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
 - ___ Housing for the Elderly (Section 202 or the Housing Act of 1959);
 - ___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
 - ___ Rent Supplement Program;
 - ___ Rental Assistance Program;

___ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, then skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

___ Section 236;

___ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);

___ Housing for the Elderly (Section 202 or the Housing Act of 1959);

___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

___ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, then skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

- a Place a check mark here ___ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

_____.

b. Place a check mark here ___ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:

_____.

c. Place a check mark here ___ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible youth receiving FUP/FYI assistance:

_____.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By: Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By: Signature of authorized representative
Name and official title (Print)
Date

**EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED
AND ACCEPTED IN STAGES**

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

STAGE NO. 1: The Contract is hereby executed for the contract units in this stage.
STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA)
Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER
Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 2: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 3: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. __: The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:

Date

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

OWNER

Name of Owner (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 1 of Part 2
(04/2023)**

(f) Having equivalent levels of control in other ownership structures.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is "owned by a PHA" if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a "controlling interest" in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rehabilitated housing. Housing units that exist on the proposal selection date but do not substantially comply with the HQS on that date and are developed pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

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

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
 - b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with
-

the HUD HQS from the owner.

- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ___ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
 2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
 3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the
-

owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents

below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.

- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 - 1. Any security deposit;
 - 2. The tenant rent; and
 - 3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided

under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.

- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA 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 PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements, and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a

contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy..
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an

assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or

other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.

- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume

the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - i. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - ii. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such

disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - a. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- c. The creation of a security interest in the HAP contract or the property;
 - d. Foreclosure or other execution on a security interest; or
 - e. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must be no more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 years' advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project

if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.



**CITY OF JANESVILLE
RENT ASSISTANCE PROGRAM
ADMINISTRATIVE PLAN**

**JANESVILLE COMMUNITY
DEVELOPMENT AUTHORITY
18 North Jackson Street
Janesville, WI 53548**

Approved 9/17/2025

TABLE OF CONTENTS

Policy #		Page #
1.	Plan and Program Purpose and Organization.....	1-2
2.	Definitions.....	3-25
3.	Outreach/Expanding Housing Opportunities.....	26-27
4.	Wait List Management.....	27-29
5.	Selection of Applicants from Wait List(s).....	30-32
6.	Program Eligibility.....	33-42
7.	Voucher Issuance.....	43-45
8.	Dwelling Unit Approval.....	46-54
9.	Release of Tenant Information.....	55
10.	Approval of Owners.....	56-58
11.	Leasing.....	59
12.	Changes in Income, Expenses, Assets, and Family Composition.....	60-62
13.	Minimum Rent.....	63-64
14.	Moving with Continued Assistance.....	65-70
15.	Absence from Unit.....	71
16.	Family Break-up/Deceased Head of Household.....	72-73
17.	Payment Standards.....	74-76
18.	Program Terminations.....	77-82
19.	Termination of Lease.....	83
20.	Informal Review for Applicants.....	84

TABLE OF CONTENTS

<u>Policy #</u>	<u>Page #</u>
21. Informal Hearing for Participant.....	85-86
22. Informal Hearing Procedures.....	87-88
23. RESERVED	89
24. Approval of Live-In Aide.....	90-91
25. Family Self-Sufficiency (FSS) Program.....	91-92
26. Verification of Information.....	93-95
27. Equal Opportunity and Fair Housing Policy.....	96
28. Reasonable Accommodation.....	97
29. Violence Against Women Act.....	98-101
30. Termination of Assistance Due to Insufficient Funding.....	102-103
31. Conflict of Interest.....	104
32. Fostering Youth to Independence (FYI).....	105-111
33. Homeownership Option.....	112-122
34. Project Based Vouchers (PBV).....	122-127

POLICY 1
PLAN AND PROGRAM PURPOSE AND ORGANIZATION

1.01 PURPOSE

The purpose of the Administrative Plan is to establish policies for items which are not clearly defined under Federal Regulations for the Section 8 Housing Choice Voucher Program (hereinafter referred to as the “Program”) operated by the Janesville Community Development Authority. The plan covers both admission to and continued participation in the Program. Changes to the Plan will be approved by the Janesville Community Development Authority.

The Janesville Community Development Authority (CDA) is responsible for complying with Federal Statute and HUD regulations pertaining to the Program. This Plan is subject to changes in all Statutes and Federal Regulations. In the event of a discrepancy, Statute and Regulation will supersede the Administrative Plan.

The Program’s objectives are to provide rental assistance to eligible low-income households, to provide safe, decent and sanitary housing to low income households in the City of Janesville, and to offer a Family Self Sufficiency Program. All households served by this Program will reside in housing units that meet Housing Quality Standards as specified in 982.401 of the Code of Federal Regulations (CFR).

1.02 PROGRAM DEFINITION

1.02.1 The Rent Assistance Program, as administered by the Janesville Community Development Authority, is a program designed to assist very low-income families in renting, or continuing to rent, decent, safe, and sanitary housing at costs which they can afford. The Community Development Authority will comply with HUD regulations for Section 8 Existing and Housing Voucher Programs (CFR 24, Chapter VIII, Parts 982 and Administrative Handbook 7420.7) in administration of the program. The Janesville Community Development Authority is created pursuant to Section 66.4325 of the Wisconsin Statutes.

1.02.2 The Authority will also operate a Family Self-Sufficiency (FSS) Program. The FSS Program will enable families participating in the Rent Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient. The goal of the FSS program is to develop opportunities for clients participating in the program. Clients will be connected to agencies and organizations in the community who will help them achieve their goals.

1.03 STAFFING

The following staff, under the direction of the Neighborhood & Community Services Director, will administer the Rent Assistance program.

- Housing Services Director (part-time)
- Housing Specialist (2)
- Housing Inspection and Compliance Coordinator (part-time)
- Housing Support Clerk (part-time)

1.04 ACTIVITIES AND RESPONSIBILITIES

The Janesville Community Development Authority shall be responsible for and complete the following activities:

- Monitors the Housing Authority's ability to meet statutory, regulatory, and contractual obligations.
- Establishes program policies and procedures.
- Approves, reviews and monitors annual budget and reviews monthly budget performance.
- Develops and approves the Housing Authority's 5-Year Plan, including: mission, goals and objectives, and assessment of housing needs.
- Reviews the Housing Authority's annual audit.
- Actively participates in Board meetings.

Rent Assistance Program staff shall be responsible for and complete the following activities:

- Conducts program outreach.
- Determines participant eligibility.
- Inspects and ensures housing is decent, safe and sanitary.
- Ensures that rent amounts are reasonable and affordable.
- Reviews and approves leases.
- Conducts annual and periodic eligibility and assistance reviews.
- Maintains relationship with, and encourages program participation of, rental property owners.
- Investigates potential program fraud and takes appropriate action.
- Undertakes activities in support of Family Self Sufficiency Program.
- Undertakes activities to promote fair housing.

POLICY 2 DEFINITIONS

2.01 DEFINITIONS

In order to provide clarification, the following terms used in this plan shall be defined as follows:

Abatement

Stopping HAP payments to an owner with no potential for retroactive payment

Absorption

For purposes of subpart H, the point at which a receiving PHA starts making assistance payments with funding under its consolidated ACC, rather than billing, the initial PHA.

Admission

The point when the family becomes a participant in the 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) in the tenant-based program.

Affiliated Individual

With respect to an individual under the Violence Against Women's Act (VAWA), an affiliated individual is a spouse, parent, sibling or child of that individual, or an individual to whom that individual stands in the place of a parent or guardian; or any individual, tenant, or lawful occupant living in the household of that individual.

Annual Income after Allowances

The gross annual income after making allowable deductions for:

- Dependents (\$480 for each minor or as adjusted annually for inflation);
- Elderly or Disabled Family Status (\$525 for each family);
- Child Care (amounts paid by the family for care of minors under 13 years of age, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further their education and the amount must be reasonable, not otherwise reimbursed and not exceed the amount of employment income;
- Medical expenses anticipated during the 12-month period for which the annual income is computed, which are not covered by insurance, and which exceeds 10% of the annual income (for elderly or disabled families only).
- Disability expenses (attendant care and auxiliary apparatus for family members with disabilities. Attendant care, only where such care is necessary to enable a family member to be employed, not otherwise reimbursed, not to exceed the amount of employment income and which exceeds 3% of the annual income).

Allowance for Utilities and Other Services ("Allowances")

An amount which serves as an allowance for the cost of utilities (except telephone and cable television) and charges for other services payable directly by the family. Where the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the Gross Rent in determining the Contract Rent and is included in the Total Tenant Payment.

Annual Income

Annual income includes, with respect to the family:

All amounts not specifically excluded received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of head of household, plus unearned income by or on behalf of each dependent who is under 18 year of age.

When the value of net family assets exceeds \$50,000 (which HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determine by HUD.

Annual income **does not** include the following:

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
 - a. For an irrevocable trust or a revocable trust outside of the control of the family or household excluded from the definition of family assets:
 - i. Distributions of the principal or corpus of the trust; and
 - ii. Distributions of income from the trust when the distributions are used to pay the cost of health
 - b. For a revocable trust under the control of the family or household, any distributions from the trust; except that nay actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under the 18 years of age.
4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of a law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child, or foster adult as defined.
9. Educational expenses listed below:
 - a. Any assistance that section 479B of the Higher Education Action of 1965, as amended (20 U.S.C. 1087uu), requires to be excluded from a family's income (e.g., Federal Pell Grants, Teach Grants, Federal Work Study Programs, Federal Perkins Loans, Student financial assistance received under the Bureau of Indian Education, Higher Education Tribal Grant, Tribally Controlled College or Universities Grant Program, Employment training program under Section 134 of the Workplace Innovation and Opportunity Act (WIOA), etc.); and
 - b. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education and not residing in an assisted unit.
 - i. Student financial assistance, for the purpose of this paragraph (9)(b), means a grant or scholarship received from-
 1. The Federal government
 2. A State, Tribe, or local government
 3. A private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3)
 4. A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
 5. An institution of higher education
 - ii. Student financial assistance, for purposes of this paragraph (9)(b) does not include-
 1. Any assistance that is excluded in (9)(a) of this section;
 2. Financial support provided to the student in the form of a fee for services performed (e.g., work study or teaching fellowship that is not excluded in (9)(a)
 3. Gifts, including gifts from family or friends: or
 4. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(a), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head

of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

- iii. Student financial assistance must be:
 - 1. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
 - 2. Expressly to assist a student with the cost of higher education; or
 - 3. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual cost of housing while attending the education institution and not residing in an assisted unit.
- iv. Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with (9)(b).
- v. When the student is also receiving assistance excluded under (9)(b) of this section, the amount of student financial assistance is determined as follows:
 - 1. If the amount of assistance excluded is equal to or exceeds the actual covered costs of this section, none of the assistance described in this section is considered student financial assistance excluded from income.
 - 2. If the amount of assistance excluded under this section is less than the actual covered costs, the amount of assistance that is considered student financial assistance excluded under this paragraph is the lower of:
 - a. the total amount of student financial assistance received; or
 - b. the amount by which the actual covered costs exceed the assistance excluded.

10. Income and distributions from and Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State or local government.

11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

12. Programs

- a. Amounts received by a person with a disability that are disregarded for a limited time for the purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

- b. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - c. Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.
 - d. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, 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 unless those amounts are excluded
13. Reparation payments paid by a foreign government pursuant to the claims filed under the laws of that government by a person who was persecuted during the Nazi era.
 14. Earned income for dependent full-time students in excess of the amount of the deduction for a dependent.
 15. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent.
 16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum or in prospective monthly amounts, or an deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
 17. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
 18. 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.
 19. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
 20. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

21. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
22. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in [paragraph \(b\)](#) of this section apply (e.g., ABLE accounts)
23. Replacement housing “gap” payments made in accordance with [49 CFR part 24](#) that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
24. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
 - a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
 - b. Direct Federal or State payments intended for economic stimulus or recovery.
 - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - e. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
 - g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
25. Civil rights settlements or judgments, including settlements or judgments for back pay.
26. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
27. Income earned on amounts placed in a family's Family Self Sufficiency Account.

28. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

- a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be 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; and
- b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

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

Earned income will be converted to annual income as follows: multiply hourly wages by the number of hours worked/year, multiply weekly wages by 52, multiply bi-weekly wages by 26, multiply semi-monthly wages by 24, and multiply monthly wages by 12. Income that is unpredictable will be based upon the average of 4 consecutive weeks' worth of current income.

Applicant (Applicant Family)

A family that has applied for admission to a program but is not yet a participant in the program.

Assets and Asset Income

Assets include: amounts in savings and checking accounts; cash value of trusts that are available to a family; stocks, bonds, savings certificates, money market funds, and other investment accounts; equity in real property; retirement savings account; contributions to company retirement/pension funds if any member has access to the asset; assets that, although owned by more than one person, allow unrestricted access by the applicant; one time lump sum payments when these payments are retained and verified; personal property held as an investment; and cash value of life insurance policies. The value of a savings account or a checking account shall be the current balance.

Annual income from assets greater than \$50,000 is the greater of either: (1) actual income resulting from all net family assets; or (2) a percentage of the value of such assets based upon a passbook savings rate established by the PHA within 75 basis points (plus or minus .75%) of the Savings National Rate in effect at the time the PHA establishes the passbook rate.

Assisted Living Facility

A public facility, proprietary facility, or facility of a private nonprofit corporation that:

- (1) is licensed and regulated by the State;
- (2) makes available to resident's supportive services to assist the residents in carrying out activities of daily living, such as bathing, dressing, eating, getting in and out of bed or chairs, walking, going outdoors, using the toilet, laundry, home management, preparing meals, shopping for personal items, obtaining and taking medication, managing money, using the telephone, or performing light or heavy housework, and which may make available to residents home health care services, such as nursing and therapy; and
- (3) provides separate dwelling units for residents, each of which may contain a full kitchen and bathroom, and which includes common rooms and other facilities appropriate for the provision of supportive services to the residents of the facility.

An assisted living facility may also be referred to as residential care facilities, adult care facilities, congregate care facilities or group homes as long as they meet the requirements above. A person residing in an assisted living unit must not require continual medical or nursing care.

Bifurcate

With respect to a Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Co-head

An individual in the household who is equally responsible for the lease with the head of the household. A co-head may, but is not required to, be a spouse. A co-head may not be a dependent and must be 18 years of age or over.

Contract Rent

The rent payable to the owner under their contract including the portion of the rent payable by the family and Public Housing Authority or HUD on family's behalf. In the case of a cooperative, the term "Contract Rent" means charges under occupancy agreements between the members and the cooperative.

Cooperative

Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in the management of the housing.

Cooperative Member

A family of which one or more members owns membership shares in a cooperative.

Dating Violence

The term "dating violence" means violence committed by a person:

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

Day Laborer

An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Income earned as a day laborer is not considered nonrecurring income under 24 CFR § 5.609(b)(24) and must be included unless specifically excluded in 24 CFR § 5.609(b) (i.e. earnings of a full-time student in excess of the dependent deduction (24 CFR §§ 5.609(b)(3), (b)(14), etc.).

De minimis Errors

Per 24 CFR §5.609 (c)(4) the PHA will not be considered out of compliance with requirements solely due to de minimis errors in calculation family income. A de minimis error is where the PHA determination of the family income deviates from the correct determination by not more than \$30 per months in monthly adjusted income (\$360 in annual adjusted income) per family. The PHA must take any corrective action necessary to credit or repay a family if the family has been overcharged for their family share as a result of the error. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent or family share.

Dependent

A member of the family (which excludes 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.

Disabled Family

A family whose head (including cohead), spouse, or sole member is a person with disabilities; 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

For the purposes of receiving the disabled household deduction, the dependent allowance, the allowance for medical expenses, and/or the allowance for disability assistance expenses, HUD considers a person disabled if:

- (A) They have a disability as defined in the Social Security Act (42 U.S.C. 423).
- (B) They are determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that: is expected to be of long-continued and indefinite duration, substantially impedes their ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable living conditions.
- (C) They are functionally disabled as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)).

For purposes of granting a reasonable accommodation request under the Fair Housing Act, the Americans with Disabilities Act, §504 of the Rehabilitation Act of 1973, and state and local laws protecting the rights of the disabled, the CDA will interpret the definition of “disabled person” consistent with definitions provided in the applicable statute, regulation or ordinance.

The Fair Housing Act defines handicap as: “a physical, mental or emotional impairment that substantially limits one or more of a person’s major life activities; has a record of such impairment; or is regarded as having such an impairment”. The physical or mental impairment can include practically any condition, disease, illness, disfigurement or disorder, as long as the impairment substantially limits one or more major life activities.

Displaced Family

A family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws. The displacement must be for reasons beyond their control and must be expected to last a minimum of 60 days.

Displaced Homemaker

The term means an individual who-

- (A) is an adult;
- (B) has not worked full-time, full-year in the labor force for a number of years but has, during such years, work primarily without remuneration to care for the home and family; and
- (C) is unemployed or underemployed and is experiencing difficulty obtaining or upgrading employment.

Domestic Violence

The term ‘domestic violence’ includes felony and misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws for the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a

pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who-

- (A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- (B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- (C) shares a child in common with the victim; or
- (D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

Drug

A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

Drug-Related Criminal Activity

The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

Earned Income

Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare assistance, Social Security, and other governmental subsidies/benefits), or any cash or in-kind benefits.

Economic Abuse

The term 'economic abuse', in the context of domestic violence, dating violence, and abuse in later life means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use/ or maintain economic resources to which they are entitled. Including using coercion, fraud, or manipulation to-

- (A) restrict a person's access to money, assets, credit, or financial information;
- (B) unfairly use a person's personal economic resources, including money, assets, and credit for one's own advantage; or
- (C) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interest of a person whom one has a fiduciary duty.

Elderly Family

A family whose head (including cohead), 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.

Eligible Immigrants

Eligible immigrants are noncitizens and non-nationals of the United States who are residing in the United States and able to provide verification according to HUD and INS guidelines that they are eligible to receive federal housing assistance.

The Housing Authority shall require those persons claiming to be eligible immigrants to provide verification of status according to the following two categories:

(A) Persons who are 62 years or older:

Self-certification of eligible immigrant status; and Proof of age.

(B) Persons who are under 62 years of age:

Self-certification of eligible immigrant status.

Verification form for INS SAVE system:

One or more of the following acceptable INS documents:

- a. Resident Alien Card (I-551)
- b. Alien Registration Receipt Card (I-151)
- c. Arrival-Departure Record (I-94)
- d. Temporary Resident Card (I-688)
- e. Employment Authorization Card (I-688B)
- f. Receipt issued by INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

Each family must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending, except that assistance to applicants may be delayed while a Hearing is pending.

Exception Payment Standard

A payment standard either below 90 percent or above 110 percent of HUD's fair market rent.

Extremely Low-Income Family

A family whose gross annual income does not exceed 30% of the median income for Rock County (adjusted for family size) as determined by the Secretary of the Department of Housing and Urban Development (HUD).

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. In the HCV program, the FMR may be established at the ZIP code level (see definition of Small Area Fair Market Rents), metropolitan area level, or non-metropolitan county level.

Family

A person or group of persons approved to reside in a unit with assistance under the program. As defined by HUD at 24 CFR 5.403, the term family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (A) A single person, who may be:
 - a. An elderly person, displaced person, disabled person, near-elderly person or any other single person; or
 - b. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
- (B) A group of persons residing together, and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family; and
 - f. The remaining member of a tenant family.

A minor who is out of the household for more than 180 calendar days and who is not in verified foster care will not be considered a member of the household.

Family Composition

See definition of family above.

Family Unit Size

The appropriate number of bedrooms for a family, as determined by the Occupancy Standards.

Family Self-Sufficiency (FSS) Program

A voluntary program whose goal is to enable families participating in the Rental Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient.

First-time homeowner

In the Homeownership Option: 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. The term “first-time homeowner” includes a single parent or displaced homemaker who, while married, owned a home with their spouse, or resided in a home owned by their spouse.

Fixed-Income

Fixed-income includes income from:

- a. Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI)
- b. Federal, state, local, and private pension plans; and
- c. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments

Foster Adult

A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Foster Child

A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Full Time Student

A person who is attending school or vocational training on a full-time basis

Gender Expression

A person’s gender-related self-identity, appearance, expression, or behavior, regardless of the person’s assigned sex at birth. See also Gender Identity.

Gender Identity

Actual or perceived gender-related characteristics.

Gross Rent

The sum of the rent to owner plus any utility allowance.

Health and Medical Expenses

Any cost incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

Homeowner

In the Homeownership Option: A family of which one or more members owns title to the home.

Homeownership Assistance

Monthly assistance for a family under the homeownership option paid to the family, or to a mortgage lender on behalf of the family.

Homeownership Expenses

In the Homeownership Option: A family's allowable monthly expenses for the home, as determined by the PHA in accordance with HUD requirements (see § 982.635).

Homeownership Option

Assistance for a homeowner or cooperative member under § 982.625 to § 982.641. A special housing type

Household

A household includes everyone who lives in an assisted unit. A household includes: family members, live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP)

The monthly assistance payment by the PHA, which includes: a payment to the owner for rent to the owner under the family's lease and an additional payment to a utility company (on behalf of the family) for utilities if the total assistance payment exceeds the rent to owner.

Housing Authority (HA)

The Janesville Community Development Authority responsible for administering the Rent Assistance Program. The Housing Authority may also be referred to as the Public Housing Authority (PHA).

Housing Quality Standards (HQS)

The minimum quality standards developed by HUD in accordance with 24 CFR 5.703 for the HCV program, including any variations approved by HUD for the PHA under 24 CFR 5.705(a)(3).

Immediate Family Member

A spouse, parent, sibling, or child of that person, or an individual to whom that person stands in the place of a parent or guardian; or any other person living in the household of that person and related to that person by blood or marriage.

Independent Contractor

An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax.

In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. For example, while instructions and route information are generally provided, third-party delivery and transportation service providers are considered independent contractors unless state law dictates otherwise. In addition, individuals considered “gig workers” such a babysitter, landscapers, rideshare drivers, and house cleaners, typically fall into the category of independent contractor.

Income earned as an independent contractor is not considered nonrecurring income and must be included unless specifically excluded in 24 CFR §5.609 (b) (e.g., 24 CFR §5.609(b)(3), (b)(14), etc.).

Initial PHA

In portability, the term refers to both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Ineligible Family Members

Ineligible family members are noncitizens and non-nationals of the United States who are residing in the United States and who do not meet HUD and INS guidelines as eligible to receive federal housing assistance.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a self-certification but are listed as ineligible family members.

Lease

- (A) A written agreement between an owner and a 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 PHA.

- (B) 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 PHA. For purposes of this 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 approved by the HA who resides in the unit to care for a family member who is disabled or at least 50 years of age, and who:

- (A) Is determined to be essential to the care and well-being of the persons, as documented in a written statement from a qualified professional declaring the necessity of such an individual; and

- (B) Is not obligated for the financial support of the persons; and

- (C) Would not be living in the unit except to provide the necessary supportive services.

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. A special housing type: see § 982.620 and § 982.621.

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

In the Homeownership Option: shares in a cooperative. By owning such cooperative shares, the shareowner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

Minimum Rent

Minimum rent is \$40.00. Minimum rent refers to Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

Minor

A member of the family, other than the head of family or spouse, who is under 18 years of age.

Minor Family Member

Children who reside in the unit at least 50% of the time will be considered household family members. Children can be counted for a deduction in one household only.

Monthly Income

One twelfth (1/12) of the annual income.

Monthly Income after Allowances

One twelfth (1/12) of the Annual Income after Allowances.

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.

Non-Recurring Income

Income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income, even if the source, date, or amount of income varies. Non-recurring income includes but is not limited to:

- Payments made to the family or to a third party on behalf of the family to assist with utilities, eviction prevention, security deposits to secure housing, payments for participation in research studies, depending on duration, and general one-time payments received by or on behalf of the family.
- Payments from the U.S. Census bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
- Direct Federal or State payments intended for economic stimulus or recovery.
- Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
- Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g. wedding gifts, baby showers, anniversaries).
- Non-monetary, in kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

Occupancy/Subsidy Standards

Standards which determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Owner

Any person or entity with the legal right to lease or sublease a unit to a participant.

Participant (Participant Family)

A family that has been admitted to the Housing Authority program and is currently assisted in the program. The family becomes a participant on the effective date of the first Housing Assistance Payments contract executed by the HA for the family (first day of initial lease term).

Passbook Savings Rate

The rate used to calculate imputed income on assets greater than \$50,000 when the actual income derived from the assets is unknown or is lower than a percentage of the value of such assets (passbook savings rate X total assets). The PHA will utilize the passbook rate published annually by HUD.

Payment Standard

The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family). The payment standard amount is 110% of the Fair Market Rent as determined by the U.S. Department of Housing and Urban Development unless an exception payment standard has been implemented. The payment standard may be increased to 120%, if required as a reasonable accommodation for a family that includes a person with disabilities or with approval by HUD for a special waiver

Perpetrator

A person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.

PHA plan

The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

Portability

Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

Preferences

Preferences are a series of criteria that are used to determine the order in which an individual is selected from the waiting list. Janesville has adopted the following local preferences:

- (A) Displaced by Governmental Action – A family must have been vacated from their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
- (B) Displaced by Rental Rehabilitation – A family must have been displaced according to the Uniform Relocation Act from a living unit that has been approved for a City of Janesville Rental Rehabilitation Program loan.
- (C) Homeless Transitional Living Program (TLP) Participant – A family must be homeless and have signed an agreement to participate in a TLP with an Agency or Organization that has a transitional living program approved by the HA.
- (D) Local Residency Preference – A family must live or work in the City of Janesville.

Reasonable rent

A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

Receiving PHA

In portability: A PHA that receives a family selected for participation in the HCV program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

Request for Tenancy Approval (RFTA)

A form (form HUD-52517) submitted by or on behalf of a family to a PHA once the family has identified a unit that it wishes to rent using tenant-based voucher assistance. The RFTA provides basic information such as the address, number of bedrooms, structure type and the requested start date of the lease. In addition, it includes the distribution of utilities and appliances; a certification by the owner that rent charged for HCV tenant is not more than rent charged for unassisted units; a certification by the owner that the owner is not a prohibited relative or family member; a lead-based paint disclosure; and a notice that the PHA has not screened the family for behavior and suitability for tenancy.

Remaining Member of Tenant Family

A person remaining in a unit when other member(s) of an assisted family have moved, unless this individual was an unrelated member of the former family who was necessary to care for the well-being of an elderly, disabled, or handicapped head of household or spouse and whose income was not counted for eligibility (i.e. a Live-in Aide).

Rent Assistance Program

The Rent Assistance Program, as administered by the Janesville Community Development Authority, is a program designed to assist very low-income families in

renting, or continuing to rent, decent, safe, and sanitary housing at costs which they can afford. This program may also be referred to as the Section 8 Rent Assistance Program or the Housing Choice Voucher (HCV) Program. The Community Development Authority will comply with HUD regulations for Section 8 Existing and Housing Voucher Programs (CFR 24, Chapter VIII, Parts 982 and Administrative Handbook 7420.7) in administration of the program.

Residency preference

A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area.

Seasonal Worker

An individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer; and 2) the employment begins about the same time each year (such as winter or summer). Typically, the individual is hired to address seasonal demands that arise for the employer or industry.

Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver.

Income earned as a seasonal worker is not considered non-recurring income and must be included unless specifically excluded by 24 CFR § 5.609(b) (e.g., § 5.609(b)(14), etc.)

Sexual Assault

The term “sexual assault” is defined as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Sexual Orientation

Homosexuality, heterosexuality or bisexuality.

Shared Housing

Shared Housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family. The unit may be a single or multi-family building.

Small Area Fair Market Rents (SAFMRs or Small Area FMRs)

Small Area FMRs are FMRs established by HUD for U.S. Postal Service ZIP code areas and are calculated in accordance with 24 CFR 888.113(a) and (b).

Stalking

The term “stalking” means;

- (A) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
 - 1. That person;
 - 2. A member of the immediate family of that person; or
 - 3. The spouse or intimate partner of that person.

Student

This applies to students who reside in the home only at recess and holidays. If the family wants an away student included in the household, then income (which includes financial assistance) will be counted. If the student is eighteen or over, they will be required to attend all recertification appointments and sign all of the necessary documents. It is the family's option how they want to consider an away student.

Student status shall be determined by the resident family providing documentation of school schedule, written documentation of classes taken, etc.

Technological Abuse

The term 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Tenant Rent

The amount paid directly to the owner by the family. This amount is equal to the Total Tenant Payment minus any applicable Allowance for Utilities and Other Services.

Total Tenant Payment (TTP)

The portion of the Gross Rent payable by an eligible family. The TTP is the highest of the following: 30% of the family's monthly adjusted income, 10% of the family's total income, or the minimum rent.

Transitional Living Program

A Program intended to move a family from homelessness to independent living through counseling, education, and other programs designed to prevent future occurrence(s) of the issue(s) that lead to homelessness.

Unauthorized Live-In

Any individual who is residing in a unit without HA approval. Evidence of receipt of mail for someone who does not reside with the participant and/or violations of the guest policy, may with other corroborating evidence, be considered evidence of an unauthorized live-in.

Unearned Income

Any annual income, as calculated under 24 CFR § 5.609, that is not earned income.

Very Low-Income Family

A family whose gross annual income does not exceed 50% of the median income for Rock County (adjusted for family size) as determined by the Secretary of the Department of Housing and Urban Development (HUD).

Very Large, Very Low-Income Family

A very low-income family which includes eight or more minors.

Violent Criminal Activity

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

**POLICY 3
OUTREACH/EXPANDING HOUSING OPPORTUNITIES**

3.01 OUTREACH/EXPANDING HOUSING OPPORTUNITIES

3.01.1 Outreach will conform to: 24 CFR 982.54(d)(5), 982.201(2)(ii)(B), 982.301(a) and 982.301(b)(4) and 982.301(b)(12).

3.01.2 The PHA annually reviews census tracks throughout the City to identify any areas of poverty or minority concentration.

3.01.3 The PHA encourages participation by owners of units located outside areas of poverty or minority concentration. To encourage participation by more landlords, the PHA provides voucher holders with a brochure that they can share with prospective new landlords. The PHA may also conduct landlord seminars, conduct presentations to apartment associations, and share information through the City of Janesville public outreach efforts.

3.01.4 The PHA informs rental voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.

The PHA has prepared maps that show various areas with housing opportunities outside areas of poverty or minority concentration both within its jurisdiction and neighboring its jurisdiction; and has assembled information about the characteristics of those areas which may include information about schools' boundaries, public transportation routes, shopping areas and other services in these areas. The PHA provides these maps and information when briefing rental voucher holders.

The PHA's orientation packet for rental voucher holders contains a list of rental property owners and/or management companies who are willing to lease under the HCV program and who own or manage properties outside areas of poverty or minority concentration. The PHA also provides a listing of known vacancies in our office and on the City's website. Voucher holders are encouraged to think about where they would like to live and drive around that area looking for rental signs, as many landlords do not advertise, particularly during tight rental markets.

3.01.5 The PHA's orientation packet includes an explanation of how portability works and includes a list of portability contact persons for neighboring housing agencies, with the name, address and telephone number of each, for families who move under portability.

3.01.6 The PHA analyzes whether rental voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and considered whether it is appropriate to increase payment standards or seek approval of exception payment standards.

POLICY 4 WAIT LIST MANAGEMENT

4.01 APPLICATIONS FOR ASSISTANCE

4.01.1 Pre-Applications for assistance (Wait List Application) will be accepted from individuals at least 18 years of age or an Emancipated Minor and the wait list(s) will remain open until the wait for assistance is anticipated to be more than two years. At that time, the HA may elect to close the waiting list to additional applications. Announcements of the closing and opening of the waiting list will be made by public notice, press release and other desirable means.

4.01.2 When the wait list is open, pre-applications for housing assistance will be through the WaitListCheck website or another software as determined by the Housing Service Director. In the event that applications need additional assistance with the application, the City of Janesville will provide assistance by appointment.

4.01.3 Applicants wishing to claim a residency preference, who live or work within the city of Janesville municipal limits at the time they apply for assistance will be required to provide documentation of residency and/or employment. Acceptable documentation includes but is not limited to a current: driver's license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (no longer than 60 days). Documentation must be provided within sixteen (16) days of the original application, or the individual will be placed on the waiting list without a local preference. Applicants may update their residency preference if their situation changes by utilizing Assistance Connect or another software program as determined by the Housing Services Director.

4.01.4 When the wait list is open, all interested individuals may apply through WaitListCheck.com or another software as determined by the Housing Services Director. The purpose of the pre-application is to determine an individual's position on the waiting list. Eligibility is not determined based upon the pre-application. When vouchers become available, individuals who submitted a pre-application will be sent a full application and eligibility questionnaire.

4.01.5 Periodically letters may be mailed to all applicants on the wait list(s) to update the information on their pre-applications and determine their interest in

continuing to be listed on the wait list(s). Applicants whose letters are returned by the U.S. Post Office, or who fail to respond within the prescribed time frame, within 30 days from the date of the letter, will have their application removed from the wait list(s). The Housing Services Director may elect to implement a grace period for late responses. Applicants whose names are removed from the wait list(s) in this manner must reapply for assistance.

4.02 WAIT LIST(S)

The HA places families on the waiting list based on preferences claimed and income targeting requirements. In order to implement the income targeting requirements of the Quality Housing and Work Responsibility Act of 1998, the use of a *Primary* and a *Secondary* wait list will be utilized.

4.02.1 At the time of pre-application, all applicants will be placed on the *Primary* wait list.

4.02.2 An applicant's position on the *Primary* wait list for admission to the Rent Assistance program will be determined based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

4.02.3 After an applicant has been selected from the *Primary* wait list, if it is determined that the gross annual income of the applicant family is between 30% and 50% of the Rock County median income (adjusted for family size), the applicant will be placed on the *Secondary* wait list.

4.02.4 An applicant's position on the *Secondary* wait list for admission to the Rent Assistance program will be based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

4.02.5 If, while on the *Secondary* wait list, the gross annual income of an applicant family decreases so that it falls below 30% of the Rock County median income (adjusted for family size) the applicant will be moved from the *Secondary* wait list to the *Primary* wait list. It shall be the responsibility of the applicant to notify the HA of changes in family income.

4.03 WAIT LIST(S) MAINTENANCE

4.03.1 If an applicant is selected from the wait list(s) and it is determined that the applicant does not qualify for the local or residency preference selected, the applicant shall be placed back on the wait list at their original date and time of

application or randomized placement when the lottery system is utilized without the preference. If it is found that an applicant provided false information in an attempt to obtain a residency preference, their name will be removed from the wait list(s).

4.03.2 If an applicant is selected from the wait list(s) and it is determined that the applicant is ineligible for assistance, their application will be removed from the waiting list(s). Applicants whose names are removed from the wait list(s) must reapply for assistance.

**POLICY 5
SELECTION OF APPLICANTS FROM WAIT LIST(S)**

5.01 PRIMARY WAIT LIST

5.01.1 Applicants will be selected for admission to the Rent Assistance program from the *Primary* wait list based upon a system of local preferences, a local residency preference and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

5.01.2 Applicants who qualify for one or more of the following local preferences will receive assistance before applicants who do not qualify for one or more of the following preferences:

- Displaced by Governmental Action – To qualify for this preference, a family must have been ordered to vacate their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
- Displaced by Rental Rehabilitation – To qualify for this preference, the unit in which the family resides must have been approved for a Rental Rehabilitation Program loan from the City of Janesville and the family must be considered “displaced” according to the Uniform Relocation Act.
- Homeless TLP Participant – To qualify for this preference, a family must be homeless and have signed an agreement to participate in a transitional living program (TLP) with an Agency or Organization that has a transitional living program approved by the HA.

5.01.3 Applicants who live or work within the city of Janesville municipal limits at the time their name comes to the top of the waiting list are eligible for a local residency preference and will receive assistance before those applicants who do not live or work within the city of Janesville municipal limits. Applicants will be required to provide documentation of residency and/or employment. Acceptable documentation includes but is not limited to a current: driver’s license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (no longer than 60 days).

5.01.4 Selection from among applicants with equal local and residency preferences will be based upon date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville Website.

5.01.5 The following summarizes the order in which applicants will be selected from the *primary* wait list:

- Applicants who qualify for the Displaced by Governmental Action local preference and who live or work in the city of Janesville,

- Applicants who qualify for the Displaced by Rental Rehabilitation local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who do not live or work in the city of Janesville,
- Applicants who live or work in the city of Janesville, and
- Applicants who do not live or work in the city of Janesville.

5.02 SECONDARY WAIT LIST

5.02.1 Applicants will be selected for admission to the Rent Assistance program from the *Secondary* wait list based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

5.02.2 Applicants who qualify for one or more of the following local preferences will receive assistance before applicants who do not qualify for one or more of the following preferences:

- Displaced by Governmental Action – To qualify for this preference, a family must have been ordered to vacate their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
- Displaced by Rental Rehabilitation – To qualify for this preference, the unit in which the family resides must have been approved for a Rental Rehabilitation Program loan from the City of Janesville and the family must be considered “displaced” according to the Uniform Relocation Act.
- Homeless TLP Participant – To qualify for this preference, a family must be homeless and have signed an agreement to participate in a transitional living program (TLP) with an Agency or Organization that has a transitional living program approved by the HA.

5.02.3 Applicants who live or work in the city of Janesville at the time their name comes to the top of the waiting list will receive assistance before those applicants who do not live or work in the city of Janesville.

5.02.4 Selection from among applicants with equal local and residency preferences will be based upon date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website.

5.02.5 The following summarizes the order in which applicants will be selected from the *secondary* wait list:

- Applicants who qualify for the Displaced by Governmental Action local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Displaced by Rental Rehabilitation local preference and who live or work in the City of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who do not live or work in the city of Janesville,
- Applicants who do not qualify for one of the local preferences who live or work in the city of Janesville, and
- Applicants who do not qualify for one of the local preferences who do not live or work in the city of Janesville.

POLICY 6 PROGRAM ELIGIBILITY

6.01 ELIGIBLE APPLICANTS

In order to be eligible for participation in the Rent Assistance program, the applicant must be a family, must be income-eligible, and must be a citizen of the United States or a noncitizen who has eligible immigration status as determined in accordance with 24 CFR part 5.

To be income-eligible, the applicant must be a family in any of the following categories:

1. A very low-income family.
2. A low-income family that is “continuously assisted” under the 1937 Housing Act.
3. Not less than 75 percent of the families admitted to the tenant-based Voucher program during the calendar year must be “extremely low income” families.

6.02 ELIGIBILITY PROCESS

6.02.1 Applicants selected from the wait list(s) will be notified via U.S. mail and given sixteen (16) calendar days to appear in person at the offices of the HA to complete the full application, provide additional information, sign the necessary consent forms, and begin the eligibility and verification process. Applicants will be notified of the opportunity to dispute the accuracy and relevance of a criminal record before admission is denied on the basis of such record.

6.02.2 Applicants must sign all consent forms and provide all information requested by the housing authority in a timely manner.

6.02.3 Program eligibility is determined at the time the full application and eligibility questionnaire is completed, based upon the household information provided, and as verified in Section 6.02. Household members may not be added or eliminated after the full application is submitted and prior to lease up for the purpose of qualifying for the program. However, this will not prevent household changes due to birth, adoption, or court ordered placement.

6.02.4 Applicants failing to report within sixteen (16) calendar days will have their names removed from the wait list(s) and must reapply for assistance (this includes applicants whose notification letter is returned by the post office).

6.03 INCOME/INCOME TARGETING

6.03.1 In order to be eligible for admission to the program, a family's income at time of admission must not exceed 50% of the Rock County median income, as adjusted for family size. The schedule of median incomes, adjusted for family size, issued by the U.S. Department of Housing and Urban Development will be used to make such eligibility determinations.

6.03.2 To comply with the Income Targeting requirements of the Quality Housing and Work Responsibility Act of 1998, at least 75% of all new admissions must have gross annual incomes below 30% of the Rock County Median income, as adjusted for family size. To implement this requirement, the following process shall be used:

- A. All applicants will be selected from the *Primary* wait list in accordance with the applicable preferences.
- B. If it is determined that a family is eligible to participate in the Rent Assistance program, but the gross annual income of the family is between 30% and 50% of the Rock County median income, as adjusted for family size, the family will be placed on the *Secondary* wait list.
- C. For every three (3) families admitted to the program (where a HAP contract is executed on their behalf) with gross annual incomes below 30% of the Rock County median income, as adjusted for family size, one (1) family will be selected from the *Secondary* wait list. For example, if twelve (12) families with incomes below 30% of the Rock County median income, as adjusted for family size, are admitted to the program, four (4) families will be admitted to the program from the *Secondary* wait list. In this way sixteen (16) total families are admitted to the program, twelve (12) of which, or 75%, have gross annual incomes below 30% of the Rock County median income, as adjusted for family size.
- D. Applicants will be selected from the *Secondary* wait list in accordance with the applicable preferences.

6.04 PREFERENCES

The housing authority must verify any and all admission preferences claimed by the applicant. If the housing authority is unable to verify an admission preference, or determines that an applicant does not qualify for an admission preference, the applicant will be placed back on the wait list(s) at their original date and time of application without the claimed preference.

6.05 REQUIRED DOCUMENTATION

6.05.1 Applicants must disclose a complete and accurate Social Security Number for each member of the household, including foster children, foster adults and live-in aides. Individuals who do not contend eligible immigration status (“non-contending” family members in a mixed family receiving prorated assistance) are exempt from this requirement.

Acceptable documentation includes, but is not limited to: a social security card; documentation issued by the Social Security Administration that contains the name and social security number of the individual (i.e. a current benefit award letter, Medicare card or printout); or an original document showing the individual’s social security number issued by a federal, state or local government agency.

If the applicant is not able to provide documentation of social security through any of the documents listed above, the PHA will accept a self-certification of social security number along with photo identification and another third-party document, such as a utility bill.

Applicants must provide documentation of social security numbers within 30 days from the time their name comes to the top of the Primary Waiting List. Applicants may submit a written request for an additional 30 days to provide this information. Applicants failing to report within this time period will have their names removed from the wait list(s) and must reapply for assistance.

Applicants with a household member under the age of 6 years and who has been added to the household within six (6) months of voucher issuance, and who are otherwise eligible may be admitted to the program. The family must provide documentation of the child’s social security number within 90 days of the effective date of the initial HAP contract. The HA will allow an additional 90 days if it determines that failure to comply was outside the control of the participant or was due to unforeseen circumstances.

A. Applicants must complete the full eligibility application with a complete listing of all household members. Additions to household will not be permitted after questionnaire is submitted. Additions to the household may be permitted after the initial lease up with Housing Authority and landlord approval.

B. Income verified at the time of eligibility will be income used for initial lease up. Notification from tenant regarding increase or decrease in income will result in the need to re-verify income.

6.05.2 The housing authority must verify citizenship or eligible immigration status. For each family member who contends that they are a U.S. citizen or noncitizen with eligible immigration status, the family must submit to the PHA a written declaration, signed

under penalty of perjury, by which the family member declares that they are a U.S. citizen or noncitizen with eligible immigration status. The family must also identify in writing to the PHA the family member or members who will elect not to contend that they have eligible immigration status.

Eligible noncitizens must provide documentation that supports their citizenship status declaration. The documentation that eligible noncitizens must provide:

- A signed declaration of eligible immigration status.
- Documentation designated by USCIS as acceptable evidence of immigration status. This will be verified by the PHA through the USCIS Systematic Alien Verification for Entitlements (SAVE).
- If the SAVE system does not verify eligible immigration status, the PHA will request secondary verification within 10 days of receiving the results of the primary verification. This is accomplished by forwarding photocopies of the original USCIS documents required for the declared immigration status, attached to the USCIS document verification request form G-845.

6.05.3 The HA will obtain verification of eligibility no more than 60 days before initial issuance of a voucher.

6.06 VERIFICATION HEIRARCHY

6.06.1 The housing authority will require third-party verifications for all sources of income, assets, and expenses required to be verified by HUD. Verification will occur based upon the following verification technique (from highest to lowest).

- Upfront Income Verification (UIV) using non-HUD system (i.e., Work #, State Govt. database, IRS transcript Form 4506-T).
- Written Third Party Verification. This is mandatory to supplement EIV-reported income sources and when EIV has no data; mandatory for non-EIV reported income sources; mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support the dispute. Written Third Party Verification consists of an original or authentic document generated by a third-party source dated within the 120-day period preceding the review. Acceptable documentation includes, but is not limited to the following: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Supporting documents for fixed-income sources such as social security, will be accepted if they are dated within the appropriate benefit year.
- Written Third Party Verification Form. This is mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation. Written Third

Party Verification Form consists of a standardized form to collect information from a third-party source, which is sent directly to the third-party source and completed by the third party.

- Oral Third-Party Verification. This is mandatory if written third-party verification is not available. Oral Third-Party Verification consists of telephone or in-person contact with a third party. If oral third-party verification is used, the name and phone number of the person, along with the confirmed information shall be documented for the tenant file.
- Tenant Declaration. This verification technique is to be used when the PHA is unable to obtain any type of third-party verification and when households report assets of less than \$5,000. Tenant verification consists of an affidavit of reported income and/or expenses from the tenant to the PHA.

A first request will be emailed, faxed, or mailed to the verification source. If no response is received within seven (7) to sixteen (16) calendar days, a second request will be sent. If no response is received to the second request within sixteen (16) calendar days, staff may pursue another level of verification.

The PHA will not verify income sources that must be reported to HUD, but which are fully excluded in the calculation of annual income. This includes items such as: Supplemental Nutrition Assistance Program benefits (food stamps) and income from live-in aides. The PHA will accept the applicant's self-certification as verification of fully excluded income. The PHA may elevate the verifications if believed necessary to determine if a source of income qualifies for a full exclusion.

6.06.2 In verifying household composition, the head of household will be required to provide documentation of residency. Acceptable documentation includes, but is not limited to a current: driver's license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (not older than 60 days). Documentation must be provided within sixteen (16) days of the original application, or the individual will be placed on the waiting list without a local preference.

6.07 INELIGIBLE APPLICANTS

6.07.1 The HA must prohibit admission for three (3) years from the date of eviction if a household member has been evicted from federally assisted housing, including, but not limited to: Person's evicted from Public, Indian, Section 23, or Federally assisted Rent Assistance Programs for drug-related criminal activity. However, as noted in 6.07.7, it is the policy of the HA to prohibit admission for five (5) years from the date of eviction from federally assisted housing for any reason.

The HA may waive this requirement for drug related criminal activity if:

- The person demonstrates successful completion of a supervised rehabilitation program approved by the Housing Services Director, or

- The circumstances leading to the eviction no longer exist. For example, the individual involved in drug-related or criminal activity is no longer in the household because of death or imprisonment.

The decision to waive this requirement shall be made by the Housing Services Director and shall be final. Applicants who have been found to be ineligible due to eviction from federally assisted housing will have their names removed from the waiting list and must reapply for assistance.

6.07.2 The HA must deny admission if social security disclosure requirements are not met. Applicants will have 30 days upon notification to provide required social security documentation or they will have their names removed from the waiting list and must reapply for assistance. Applicants may request an additional 30-day extension to provide this information.

6.07.3 The HA must deny admission if any household member fails to sign and submit required consent forms. Applicants will have sixteen (16) days upon notification to have all household members sign and submit required consent forms or they will have their names removed from the waiting list and must reapply for assistance.

6.07.4 The HA must deny admission if no household members provide documentation of citizenship or eligible immigration status. Applicants will have 30 days upon notification to provide required documentation or they will have their names removed from the waiting list and must reapply for assistance.

6.07.5 The HA must deny admission if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CRF 5.612. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.6 The HA will deny admission if a household member owes rent or other amounts to the HA or another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act. Persons who owe rent or other amounts to the HA or another HA in connection with Section 8 or public housing assistance under the 1937 Act are ineligible for admission to the Rent Assistance Program until such amounts are repaid in full or 10 years from the end of participation in the program. Applicants will have 30 days upon notification to provide documentation that such amounts are repaid in full or they will have their names removed from the waiting list and must reapply for assistance.

6.07.7 The HA will deny admission if a family member has been evicted from federally assisted housing, including, but not limited to: Person's evicted from Public, Indian, Section 23, or Section 8 Programs within the past five (5) years for any reason. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.8 The HA will deny admission if a family member has committed fraud, bribery, or another corrupt or criminal act regarding any federal housing program. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.9 The HA will deny admission if a family member has engaged in or threatened abusive or violent behavior toward HA personnel. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.10 The HA will deny admission if a family member has been terminated from any federal housing assistance program within the past five (5) years. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.11 CRIMINAL HISTORY REVIEW

At the time their name comes to the top of the waiting list, all family members eighteen years of age or older will be required to sign authorization form(s) permitting the HA to access criminal history records from Federal, State, County, and Local authorities. Failure to sign the required consent form(s) will result in an immediate determination of ineligibility and no further processing of the application for assistance will occur.

A. The HA must prohibit admission if any household member is subject to a lifetime State sex offender registration program requirement.

B. The HA must prohibit admission if any household member if, based upon the review of criminal records, the HA has reasonable cause to believe that any member of the family is illegally using a controlled substance. Such determinations may be made based upon the following standard(s):

- If any member of the family has been arrested for drug-related activity within the three (3) year period immediately preceding the date the family was notified that their name was at the top of the waiting list, or any time between that date and their admission to the Rent Assistance program. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated.

Note: This decision will not be based solely on the arrest but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.

- This prohibition may be waived if the person is able to demonstrate to the satisfaction of the Housing Services Director that they are no longer engaging in the illegal use of a controlled substance or abuse of alcohol and:
- Has successfully completed a supervised drug or alcohol rehabilitation program; or
- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

C. The HA must prohibit admission if, based upon the review of criminal records, the HA has reasonable cause to believe that any household member abuses alcohol or illegal drugs in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Such determinations may be based upon the following standard(s):

- If any member of the family has been arrested, within the three (3) year period preceding the date their name came to the top of the waiting list, for illegal activity on or near the premises in which they reside which had as a contributing factor the use or abuse of alcohol or illegal drug use. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated.
Note: This decision will not be based solely on the arrest but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying criminal activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.
- This prohibition may be waived if the person is able to demonstrate to the satisfaction of the Housing Services Director that they are no longer engaging in the illegal use of a controlled substance or abuse of alcohol and:
- Has successfully completed a supervised drug or alcohol rehabilitation program; or
- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

D. The HA must prohibit admission to the program if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

E. The HA will prohibit admission if any member of the family has been arrested for violent criminal activity within the three (3) year period preceding the date their name came to the top of the waiting list. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated. Note: This decision will **not** be based solely on the arrest and/or conviction but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying criminal activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.

F. The HA will prohibit admission to the program if any household member has been arrested for the following charges within the three (3) year period preceding the date their name came to the top of the waiting list. Periods of incarceration shall be omitted from the 3-year period, that the 3-year period shall be extended by the length of time spent incarcerated. NOTE: This decision will not be based solely on the arrest and/or conviction but rather the conduct that occurred to determine whether the applicant engage in the disqualifying activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making the decision.

- a. Violent or Threatening Crimes
 - i. Homicide, attempted homicide, or manslaughter
 - ii. Assault, battery, or domestic violence
 - iii. Robbery or armed robbery
 - iv. Stalking or harassment
- b. Drug-Related Criminal Activity
 - i. Illegal manufacture, sale, or distribution of controlled substances
 - ii. Possession with intent to distribute
 - iii. Maintaining a drug house or allowing drug activity of the premises
- c. Weapons Offenses
 - i. Unlawful possession of firearms or dangerous weapons
 - ii. Discharging a firearm
 - iii. Use of a weapon in connection with threats, assaults, or intimidation
- d. Property Crimes that Endanger Safety
 - i. Arson
 - ii. Burglary or Home Invasion
 - iii. Significant property destruction that impacts the safety of others
- e. Sex-Related Crimes
 - i. Sexual assault or attempted sexual assault
 - ii. Indecent exposure or lewd conduct
 - iii. Human Trafficking
- f. Crimes Against Children
 - i. Sexual Assault or attempted sexual assault of a Child
 - ii. Sexual Exploitation of a Child
 - iii. Human Trafficking of a Child

- iv. Kidnapping
- v. Child Enticement
- vi. Possession of Child Pornography
- vii. Felony Child Neglect

G. Under VAWA, assistance will not be denied by the HA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the applicant's household, a guest or another person under the tenant's control, and the applicant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. See Policy 29 for additional information.

6.08 DETERMINATION OF INELIGIBILITY

Applicants, who are determined by the housing authority to be ineligible on the basis of income, family composition, or for any other reason, shall be notified promptly, in writing, of the determination and the reasons therefore. The determination letter shall state that the applicant has the right to request an informal review within sixteen (16) days. Requests for an Informal Review shall be submitted in writing to the Housing Services Director. The applicant shall be notified in writing of the review determination and their right to seek judicial review of the denial decision from the circuit court within thirty (30) days of the date of the decision. See Policy 20 for additional information.

Applicants found to be ineligible will have their names removed from the waiting list and must reapply for assistance.

POLICY 7 VOUCHER ISSUANCE

7.01 ORIENTATION BRIEFING

7.01.1 After a family has been determined to be eligible to participate in the program, and before a voucher will be issued, an orientation briefing will be offered to the family. Briefings may be in person or through a virtual platform. Virtual briefings shall have closed captioning available. The Housing Authority will assist those without technology to view the briefing in the Housing Services Office using Housing Services devices. Those who speak limited English may request the briefing be translated.

7.01.2 The briefing must include information on the following subjects:

- A description of how the program works;
- Family and owner responsibilities;
- Where the family may lease a unit, including renting a dwelling unit inside or outside the PHA jurisdiction, and any information on selecting a unit that HUD provides;
- An explanation of how portability works; and
- An explanation of the advantages of areas that do not have a high concentration of families with low-income levels.

7.01.2 The PHA may not discourage the family from choosing to live anywhere in the PHA jurisdiction, or outside the PHA jurisdiction under portability procedures, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order. The family must be informed of how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process that may affect the family's assistance.

7.01.3 The PHA must take appropriate steps to ensure effective communication in accordance with [24 CFR 8.6](#) and [28 CFR part 35, subpart E](#), and must provide information on the reasonable accommodation process.

7.01.4 When a family is selected to participate in the program, the PHA must give the family a packet that includes information on the following subjects:

- The term of the voucher, voucher suspensions, and PHA policy on any extensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension;
- How the PHA determines the amount of the housing assistance payment for a family, including:
 - How the PHA determines the payment standard for a family; and
 - How the PHA determines the total tenant payment for a family.
- How the PHA determines the maximum rent for an assisted unit;

- Where the family may lease a unit and an explanation of how portability works, including information on how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the family's assistance.
- The HUD-required “tenancy addendum” that must be included in the lease;
- The form that the family uses to request PHA approval of the assisted tenancy, and an explanation of how to request such approval;
- A statement of the PHA policy on providing information about a family to prospective owners;
- PHA subsidy standards, including when the PHA will consider granting exceptions to the standards as allowed by [24 CFR 982.402\(b\)\(8\)](#), and when exceptions are required as a reasonable accommodation for persons with disabilities under Section 504, the Fair Housing Act, or the Americans with Disabilities Act;
- Materials (e.g., brochures) on how to select a unit and any additional information on selecting a unit that HUD provides.
- Information on Federal, State, and local equal opportunity laws, the contact information for the Section 504 coordinator, a copy of the housing discrimination complaint form, and information on how to request a reasonable accommodation or modification (including information on requesting exception payment standards as a reasonable accommodation) under Section 504, the Fair Housing Act, and the Americans with Disabilities Act;
- A list of landlords known to the PHA who may be willing to lease a unit to the family or other resources (e.g., newspapers, organizations, online search tools) known to the PHA that may assist the family in locating a unit. PHAs must ensure that the list of landlords or other resources covers areas outside of poverty or minority concentration.
- Notice that if the family includes a person with disabilities, the PHA is subject to the requirement under [24 CFR 8.28\(a\)\(3\)](#) to provide a current listing of accessible units known to the PHA and, if necessary, other assistance in locating an available accessible dwelling unit;
- Family obligations under the program;
- The advantages of areas that do not have a high concentration of low-income families which may include, access to accessible and high-quality housing, transit, employment opportunities, educational opportunities, recreational facilities, public safety stations, retail services, and health services; and
- A description of when the PHA is required to give a participant family the opportunity for an informal hearing and how to request a hearing.

7.01.3 The PHA must take reasonable steps to ensure meaningful access by persons with limited English proficiency (LEP) in accordance with Title VI of the Civil Rights Act of 1964 and HUD's implementing regulations at [24 CFR part 1](#). Once the orientation briefing is complete, the family will be issued a Housing Choice Voucher and a Request for Tenancy Approval as well as a statement of family responsibility that must be signed by all adult household members.

7.01.4 A family who does not attend two scheduled orientations without prior approved notice, will have their name removed from the waiting list and must reapply for assistance.

7.02 TERM OF HOUSING CHOICE VOUCHER

7.02.1 The initial term of the Housing Choice Voucher shall be sixty (60) days from the date of issuance. In the event of jurisdiction wide low rental vacancy rates, the Housing Services Director may elect to increase the initial term of the HCV to ninety (90) days from the date of issuance.

7.02.2 When a completed request for lease approval (RFTA) has been submitted, the term of an unexpired Voucher shall be suspended until the unit for which the request was submitted has been approved or denied. That is, the "clock" on the term of a family's Voucher will be stopped after the family submits a request for approval of assisted tenancy. The "clock" will resume if that request is denied, and the family will need to locate another dwelling unit.

7.02.3 If a Voucher expires or is about to expire, a family may request an extension. The Housing Services Director or Rent Assistance Housing Specialist(s) will review this request and the efforts the family has made to find a suitable dwelling unit and the problems it has encountered and determine what advice or assistance might be helpful. If the Housing Services Director or Rent Assistance Housing Specialist(s) believe that there is a reasonable possibility that the family may, with the additional advice or assistance, if any, find a suitable unit, an extension may be granted not to exceed 60 additional days for a maximum of 120 days

7.02.4 The term of a voucher may be extended beyond a total of 120 days if, in the opinion of the Housing Services Director, it is necessary as a reasonable accommodation for a family with a handicapped or disabled family member, a family that requires a dwelling unit with four (4) or more bedrooms, or another extenuating circumstance exists.

POLICY 8 DWELLING UNIT APPROVAL

8.01 REQUEST FOR UNIT APPROVAL

8.01.1 When a family has found a unit it wants and the owner is willing to lease, the family shall submit a completed request for tenancy/lease approval (RFTA) form and request that the Rent Assistance staff make an inspection of the unit and discuss the terms of the lease with the landlord. The Housing Specialist will also review the unit for rent reasonableness and affordability. Only one (1) request for tenancy/lease approval (RFTA) may be submitted at a time. All requests will be processed as quickly as possible. Requests for tenancy/lease approval must be received prior to the 10th of the month for assistance to be possible the start of the following month.

8.01.2 When a completed request for tenancy/lease approval (RFTA) has been submitted, the term of an unexpired certificate or voucher shall be suspended until the unit for which the request was submitted has been approved or denied. That is, the "clock" on the term of a family's certificate or voucher will be stopped after the family submits a request for tenancy/lease approval (RFTA). The "clock" will resume if that request is denied.

8.02 HOUSING QUALITY STANDARDS

8.02.1 Housing quality will be documented through a federal Minimum Housing Quality Standards (HQS) inspection by staff demonstrating that all minimum standards have been met for all units prior to signing of the lease agreement. In addition, other recommendations for upgrading property may be made to landlords.

8.02.2 Prior to approving a request for tenancy/lease approval, the HA will conduct an initial HQS inspection. The owner and tenant will be notified of any housing deficiencies that need to be addressed. The property will be reinspected to ensure that all deficiencies have been addressed prior to approving an initial move.

8.02.3 The HA conducts a variety of inspections including initial, annual or biennial inspections, complaint and quality control inspection for assisted properties.

Units that pass an inspection without requiring additional repairs or re-inspection will be placed on a biennial inspection schedule. Units that do not initially pass an inspection will be placed on an annual inspection schedule.

Assisted units that fail must receive a pass rating within 30 days. If the deficiency represents an immediate danger to the family's health and safety, the deficiency must be corrected within 24 hours.

Inspections will be scheduled throughout the year on a geographic basis to maximize efficiency of the inspection process. An effort will be made to schedule an annual inspection between ten (10) and fourteen (14) months and a biennial inspection within twenty-two (22) and twenty-four (24) months. All properties must be re-inspected at least biennially.

8.02.4 Under the terms of the Housing Assistance Payment Contract, the landlord and tenant agree to maintain the assisted unit in a state that meets minimum HQS standards throughout the term of the contract. The HA will complete a complaint inspection of a unit at the request of either a landlord or tenant. Before completing a complaint inspection, the landlord and tenant will be requested to contact the other party in an attempt to address any housing or lease violations.

8.02.5 Quality control inspections will be completed in accordance with HUD requirements and/or as desired by the HA to document the quality and accuracy of HQS inspections.

8.02.6 If during the term of an assisted tenancy, an owner fails to maintain a unit in compliance with Housing Quality Standards and City of Janesville Ordinances, the HA shall take prompt and vigorous actions to ensure that the unit is brought into compliance with Housing Quality Standards in a timely manner. If an owner fails to bring the unit into compliance with Housing Quality Standards as required, the HA shall at its option:

- Terminate the Housing Assistance Payments (HAP) contract between the landlord and the PHA; or
- Abate or reduce housing assistance payments under this, or any other HAP contract in effect between the landlord and the HA. Generally, an abatement will not be allowed to continue beyond a sixty (60) day time period.

8.02.7 The HA may assess a \$100 re-inspection fee if the owner notifies the HA that a repair was made and subsequent inspections show that the repair(s) were not made, or if the allotted time period for repair has lapsed and subsequent reinspections show that the repair(s) were not made (regardless of whether the owner reported that repairs were complete). Fees will not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a reinspection.

8.02.8 When a Community Development Authority (CDA) rental rehabilitation loan is involved, a voucher will be issued to an eligible family prior to the completion of all of the rehabilitation work provided one of the following conditions is met:

- The unit meets minimum federal Housing Quality Standards and the remaining work is not Housing Quality Standards related; or

- No imminent health or safety hazard exists and the work required to meet Housing Quality Standards cannot be completed due to weather conditions and the work is contracted for.

8.03 OCCUPANCY/SUBSIDY STANDARDS

8.03.1 The following subsidy standards will be used to determine the voucher size (number of bedrooms subsidized) and payment standard for various size families when they are issued a voucher, as well as when a family size changes or a family selects a unit size that is different from the approved voucher size. Payment standards are based on the Fair Market Rent as determined by HUD.

The subsidy standards provide for the smallest number of bedrooms needed without overcrowding and are applied consistently for all families of like size and composition. These standards are based on the assumption that each bedroom will accommodate no more than two persons.

1. In determining bedroom size, the housing authority will include:
 - a. Children currently under a 50% or more joint custody/placement order or children for whom a Household Member is listed as the primary residential parent on a joint custody/placement order:
 - i. If there is a dispute over which multiple joint custodians may count the child towards occupancy standards:
 1. The Family under who the child's SSN is already listed in HUD's PIC system will continue to count the child in the bedroom size calculation.
 2. If no joint custodian has already listed the child as Family member in PIC, the child will be listed on the lease and count for occupancy standards for the Family whose address is listed with the local school system as the residence of that child.
 3. If determination cannot be made on these factors, the Housing Authority will use its discretion in determining which joint custodian may count the child towards occupancy standards.
 - b. Children who are in temporarily in foster care
 2. A Family that consists of a verified pregnant person (and no other persons) will be treated as a two-person family
 3. Sleeping arrangements within the unit are determined by the Family. The following guidelines will be used solely to establish the number of bedrooms for which the Family is eligible to receive subsidy:
 - a. In general, each two Household Members are eligible for no more than the subsidy provided for one bedroom increment:

- b. Each two Household Members are eligible for no more than the subsidy provided for a one-bedroom increment unless they share one of the following legal relationships: parent/child, grandparent/grandchild, or siblings of different gender identities:
 - i. Gender Identity is defined in 24 CFR 5.100 and can be found in the definition section of this plan.
- c. Each two Minors of the same gender identity, regardless of age, are eligible for no more than one bedroom subsidy:
- d. Minors of differing gender identity are eligible for separate bedroom subsidies:
- e. Foster Children and Foster Adults will be treated in the same manner as Family Members:
- f. No more than two people may live in a zero-bedroom unit provided that the unit is not overcrowded; and
- g. Each Live-In Aide is eligible for one, separate bedroom subsidy
 - i. The Housing Authority does not provide additional bedroom subsidy for the member of the Live-In Aide's family.
- 4. The Housing Authority will grant an exception to a normal subsidy standard by providing a Housing Choice Voucher for a larger Family Unit Size only as a Reasonable Accommodation for a Household Member with a disability upon verification.
- 5. The Family Unit Size will be determined by the Housing Authority in accordance with the above guidelines, and the Family Unit Size will determine the maximum rent subsidy for the Family.
 - a. The Family may select a unit that is larger or smaller than the Family Unit Size, provided there is at least one bedroom for each two persons
 - i. If the Family selects a smaller unit, the Payment Standard and the Utility allowance for the smaller size will be used to calculate the subsidy.
 - ii. If the Family selects are larger unit, the Payment Standard and the Utility allowance for the Family Unit Size will determine the maximum subsidy.

The subsidy standard will be calculated at the time of admission to the program, at the time of a move in accordance with Policy 14, and annually during the annual re-examination process.

A child who is temporarily away from the home because of placement in foster care will be considered a member of the family in determining the family unit size.

A live-in aide, who has been approved to reside in the unit to care for a family member who is disabled or is at least 50 years of age, will be counted in determining the family unit size. See Policy 24 for additional information regarding the approval of a live-in aide. An approved live-in aide will be provided a separate bedroom. No additional

bedrooms are provided for the attendant's family. A maximum of one bedroom per family will be allocated for live-in aides.

All standards for determining voucher size shall be applied in a manner consistent with Fair Housing requirements and guidelines and relate to the number of bedrooms on the voucher (level of subsidy), not the family's actual living arrangements.

The unit size on the voucher is determined by the family composition, regardless of the unit size rented.

8.03.2 Subsidy Standards will be consistent with space requirements under federal Housing Quality Standards. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of the opposite sex, may not be required to occupy the same bedroom or living/sleeping room.

8.03.3 The Housing Authority may grant an exception to the subsidy standards as a result of an approved reasonable accommodation for persons with disabilities. Circumstances may indicate a larger unit size is necessary than subsidy standards when a person cannot share a bedroom because of a verified medical need. See Policy 28 for additional information regarding reasonable accommodations.

8.03.4 The family may select a smaller unit than the approved voucher size provided that unit selected has at least one bedroom or living/sleeping room for each two persons in the household. The head of household must sign a statement indicating they understand they qualify for a larger unit, but choose to live in one with fewer bedrooms. The signing of this statement will not prevent the family from moving to a larger unit when the initial term of their lease is complete. In determining the fair market rent for the selected unit, the utility allowance for the selected unit size is used. The fair market rent for the smaller unit must not exceed the fair market rent for that unit size, regardless of the unit size the family is eligible for.

8.03.5 The family may select a larger unit than the approved voucher size. If a family selects a larger unit than allowed under their approved voucher size, they will be responsible for paying the difference in the rent amount if the amount is greater than the assigned payment standard. At the initial leasing of a unit, the family share may not exceed 40% of monthly adjusted income.

8.03.6 If the Rent Assistance staff or designee determines that a dwelling unit becomes overcrowded by reason of increase in family size, the family and the Rent Assistance staff shall try to find an acceptable unit as soon as possible. If an acceptable unit is found that is available for occupancy by the family, and the lease with the first owner can be terminated in accordance with its terms, the contract with the first owner shall be terminated and Housing Assistance Payments shall be made available to the family for occupancy in the acceptable unit.

8.04 RENT REASONABLENESS

8.04.1 Rents charged by owners for units leased to participants in the Rent Assistance program shall not exceed the current rents for comparable unassisted units.

8.04.2 In making a certification of Rent Reasonableness the following factors should be taken into consideration in comparing the program unit and similar unassisted units to the degree that information is available:

- A. Location
- B. Size
- C. Type
- D. Quality
- E. Age
- F. Amenities
- G. Housing Services
- H. Management and Maintenance Services
- I. Utilities Provided by Owners

8.04.3 A certification of Rent Reasonableness shall be completed:

- A. At the time of initial leasing.
- B. Before any increase in the rent to owner.
- C. At the HAP contract anniversary if there is a 5% decrease in the published FMR in effect 60 days before the HAP contract anniversary.

8.05 METHODOLOGY

8.05.1 The HA will maintain information which includes comparable data on unassisted units in the market. Staff will use this data in making their rent reasonableness determinations.

8.05.3 Gross rents will be adjusted using the most current utility allowance worksheet. The unit rent amount will be adjusted by applying the percentage increase in the Fair Market Rent (FMR) from the previous year for that bedroom size.

8.05.4 When a rent reasonableness determination is required, Rent Reasonableness Certification shall be completed. The Rent Reasonableness Certification will list the Contract Rent, Utility Allowance, and Gross Rent of the assisted unit and the comparable unassisted units. It will also include the address and unit numbers of the comparable unassisted units.

8.05.5 In making a determination of rent comparability the HA will usually compare the gross rent for the assisted unit to the gross rents for three (3) comparable unassisted

units. The landlord will provide three comparables of unassisted units when completing the RFTA if applicable.

8.05.7 If the gross rent for the assisted unit is within the range of gross rents for comparable unassisted units, then the rent shall be determined to be reasonable. If the gross rent for the assisted unit is above range of gross rents for comparable unassisted units, then the proposed rent shall be determined to not be reasonable and the Request for Tenancy Approval (RFTA) or request for rent increase shall not be approved unless the landlord will reduce the rent to a comply with the rent reasonable requirement.

8.06 RENT AMOUNT & RENT CHANGES

8.06.1 Rent amounts will be reviewed to ensure that they are reasonable at the time of initial leasing, and when the owner is requesting a rent increase. The owner may not raise the rent during the term of the initial lease. Thereafter, if the owner would like to request a rent change, they must notify the HA and tenant in writing of the proposed change at least sixty (60) days before any such changes go into effect.

8.06.2 If the HA determines that the proposed rent or rent increase is not reasonable based upon rents charged for comparable unassisted units, the HA will contact the Owner and inform him/her of the determination.

8.06.3 The Owner may choose to decrease the proposed contract rent or proposed rent increase so that the gross rent is within the range of comparable unassisted units. In this case the proposed rent or rent increase may then be approved.

8.06.4 If the Owner does not agree with the determination that the rent is not reasonable, they may supply the HA with information on five (5) unassisted units that they feel are comparable and support the proposed rent or rent increase requested. If the assisted unit is in a multi-unit building (4 or more units), the Owner need only supply information on three (3) comparable unassisted units located within that same building or identical buildings located in the same apartment complex. Such information must be provided within five (5) working days of the date the Owner was notified of the rent determination.

8.06.5 The Housing Specialist will review the information on comparable unassisted units provided by the owner. The Housing Specialist, in consultation with the Housing Services Director will make a final determination of Rent Reasonableness. The decision of the Housing Services Director shall be final.

8.06.6 If the Owner is unwilling to reduce the Contract Rent to a level that is determined to be reasonable, then the HA may not approve the proposed lease or rent

increase and the tenant will be required to find other suitable housing if they wish to continue to participate in the Rent Assistance program.

8.07 AFFORDABILITY

8.07.1 At the initial assisted leasing of a unit for which the gross rent exceeds the payment standard, the family share may not exceed 40% of monthly adjusted income.

8.07.2 In order to allow a family to lease an assisted living unit that would otherwise be disapproved because the family share would exceed 40% of monthly adjusted income, the PHA may submit a request for a waiver of 24 CFR 982.508 and 982.305(a)(5) through the waiver process under 24 CFR 5.110. The waiver request must verify that the unit meets the definition of an assisted living facility, include a description of services and amenities provided that would warrant a higher family share, and verification that family share exceeds 40% of adjusted income. HUD will review such requests on a case-by-case basis and may grant the waiver if HUD determines the request demonstrates good cause. If approved, this waiver, would require a family to pay more than 40% of its monthly adjusted income for a unit in an assisted living facility if the amount or percentage is reasonable given the services and amenities provided by the assisted living facility

8.08 SHARED HOUSING

8.08.1 The shared unit must consist of both common space for the use by the occupants of the unit and separate private space for each assisted family.

8.08.2 A separate HAP contract and lease must be executed for each assisted family.

8.08.3 Shared Housing shall comply with all City of Janesville building and zoning regulations with regard to occupancy limits.

8.08.4 Assisted families may share a unit with either HCV assisted persons or unassisted persons. The owner of the property may reside in the unit, but housing assistance may not be paid on their behalf. A resident owner cannot be related by blood or marriage to the assisted family unless needed as part of a reasonable accommodation for a person with a disability.

8.08.5 The entire unit, including the portion of the unit available for use by the assisted family under its lease must meet HQS.

8.08.6 Facilities available to the assisted family, whether shared or private, **must** include:

- A living room

- A bathroom
- A food preparation area
- Refuse disposal facilities

8.08.7 The entire unit must provide adequate space and security for all assisted and unassisted residents. The private, non-shared space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private, non-shared space of an assisted family must not be less than the family (voucher) unit size. A 0-bedroom or 1-bedroom unit may not be used for shared housing.

8.08.8 The payment standard for a family in Shared Housing is the lower of the PHA's payment standard for the family unit size or the pro-rated share of the PHA's payment standard for the shared housing unit size. The pro-rated share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private, non-shared space by the total number of bedrooms in the unit.

8.08.9 The HAP for a family in shared housing is the lower of the payment standard minus the Total Tenant Payment (TTP) or the gross rent minus the TTP.

8.08.10 The utility allowance for an assisted family living in shared housing is the pro-rated share of the utility allowance for the shared unit.

8.08.11 The rents paid by participating families residing in Shared Housing are subject to rent reasonableness. The rent paid to the owner for the assisted family may not exceed the pro-rated portion of the reasonable rent for the shared unit.

POLICY 9
RELEASE OF TENANT INFORMATION

9.01 The following tenant information will be released by the HA to a prospective landlord at the landlord's request:

- A. The family's current address, as shown in the HA records.
- B. The name and address (if known to the HA) of the landlord at the family's current and prior address.

**POLICY 10
APPROVAL OF OWNERS**

10.01 The HA must not approve an assisted tenancy in any of the following situations:

A. If the owner is the parent, child, grandparent, grandchild, or sibling of any member of the family unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. Re-certification may be required on an annual basis.

B. If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 24.

C. When directed by HUD if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

10.02 In its administrative discretion, the PHA may deny approval of an assisted tenancy for any of the following reasons:

(1) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

(2) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

(3) The owner has engaged in any drug-related criminal activity or any violent criminal activity; including

g. Violent or Threatening Crimes

- i. Homicide, attempted homicide, or manslaughter
- ii. Assault, battery, or domestic violence
- iii. Robbery or armed robbery
- iv. Stalking or harassment

h. Drug-Related Criminal Activity

- i. Illegal manufacture, sale, or distribution of controlled substances
- ii. Possession with intent to distribute
- iii. Maintaining a drug house or allowing drug activity of the premises

i. Weapons Offenses

- i. Unlawful possession of firearms or dangerous weapons

- ii. Discharging a firearm
 - iii. Use of a weapon in connection with threats, assaults, or intimidation
- j. Property Crimes that Endanger Safety
 - i. Arson
 - ii. Burglary or Home Invasion
 - iii. Significant property destruction that impacts the safety of others
- k. Sex-Related Crimes
 - i. Sexual assault or attempted sexual assault
 - ii. Indecent exposure or lewd conduct
 - iii. Human Trafficking
- l. Crimes Against Children
 - i. Sexual Assault or attempted sexual assault of a Child
 - ii. Sexual Exploitation of a Child
 - iii. Human Trafficking of a Child
 - iv. Kidnapping
 - v. Child Enticement
 - vi. Possession of Child Pornography
 - vii. Felony Child Neglect

(4) The owner has a history or practice of non-compliance with the HQS, NSPIRE, or other property standard for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

(5) The owner, or an agent of the owner, has engaged in activity that:

- (i) Threatens the right to peaceful enjoyment of the premises by other residents;
- (ii) Threatens the health or safety of other residents, of employees of the PHA, or of other employees or other persons engaged in management of the housing;
- (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

(6) The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under any federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- (i) Threatens the right to peaceful enjoyment of the premises by other residents;
- (ii) Threatens the health or safety of other residents, of employees of the PHA, or of other employees or other persons engaged in management of the housing;

(iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

(iv) Is drug-related criminal activity or violent criminal activity; or

(7) The owner has a history or practice of renting units that fail to meet State or local housing codes; or

(8) The owner has not paid State or local real estate taxes, fines or assessments.

10.03 The decision to reject an owner rests in the discretion of the HA. Such decisions may be appealed to the Housing Services Director within sixteen (16) calendar days of such determination. The decision of the Housing Services Director shall be final.

POLICY 11 LEASING

11.01 A current lease between the landlord and the tenant must be in place for all units assisted with Rent Assistance Program funds. The lease must, at a minimum, specify the name of the owner and tenant, the address of the unit rented (including apartment number), term of the lease, the amount of rent to be paid to the landlord, and who is responsible for the payment of utilities. All provisions of the HUD-required tenancy addendum must be attached to or added word-for-word to the standard form lease used by the owner for unassisted tenancies. The first year of the lease term shall be for not less than one year, unless authorized by the HA.

11.02 The HA will review the lease to verify that it contains the required items noted in 11.01.

11.03 The HA may review the lease to see if it complies with State and local law and may decline to approve the lease if it does not comply.

11.04 The HA may review the proposed security deposit to ensure it is not in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

11.05 In case of any conflict between a HUD Lease Addendum and any other provisions of the Lease between the owner and the family, the HUD Lease Addendum provisions shall prevail. All other provisions of the Lease shall be binding on the tenant; to the extent they are consistent with state and local law.

11.06 Participants whose income results in zero housing assistant payment (HAP) shall be permitted to remain in the unit as an unassisted tenant for up to six (6) months. During this period, the tenant must follow all rules and regulations of the Rent Assistance Program regarding notifications of income or family size changes. The termination of eligibility at such point shall not affect the family's other rights under its lease, nor shall such termination preclude resumption of payments as a result of subsequent changes in income or rents or other relevant circumstances for up to six (6) months after the Housing Assistance Payment drops to \$0.

POLICY 12
CHANGES IN INCOME, EXPENSES, ASSETS, AND FAMILY COMPOSITION

12.01 All changes in family composition must be reported to the HA within ten (10) calendar days of the change.

12.02 The failure to report changes in family composition within ten (10) calendar days of the change will be considered misrepresentation and may result in the termination of assistance and/or repayment to the HA for the difference between the HAP and what the HAP would have been with the change in family composition.

12.03 All changes in family composition must be approved by the PHA. In addition, individuals seeking to be added to the household, must provide documentation of citizenship, social security number, sign all HUD documents (including criminal background authorization) and receive written approval from the landlord.

12.04 When adding a new household member who is at least six (6) years old, or is under six (6) but already has a social security number, the social security number must be disclosed and documented at the time of the request to add the household member. The new member will not be added until this requirement has been met.

12.05 When adding a new household member who is under the age of six (6) and who has not been assigned a social security number, the participant must disclose and verify the child's social security number within ninety (90) days of the addition to the household. The PHA will allow an additional ninety (90) days to comply if the participant's failure to comply was due to reasons outside of their control or due to unforeseen circumstances.

12.06 INTERIM RE-EXAMINATIONS

12.06.1 Once the Total Tenant Payment (TTP) is established, such TTP shall remain in effect until the next scheduled re-examination or until circumstances occur that warrant an interim re-examination. Any time any of the following circumstances occur, TTP will be reviewed and adjusted.

- A. A request for a review by the family.
- B. A change in family composition.
- C. A change in unit.

12.06.2 When the request for a review by the family is the result of a temporary leave of absence, such as a documented unpaid medical leave or reduction in hours anticipated to be of a short-term nature greater than two calendar weeks, the PHA will make the interim determination within a reasonable time after the family's request. Any decrease in TTP will be made the start of the month following

verification. Because the adjustment is the result of a temporary change, a second interim will be completed upon the conclusion of the leave of absence or reduction in hours with any increase in TTP being made the start of the following month.

12.07 ANNUAL RE-EXAMINATION OF INCOME, EXPENSES, ASSETS AND FAMILY COMPOSITION

12.07.1 Re-examination of family income, composition, and expenses incurred by the family shall be made annually by the Rent Assistance staff. Appropriate re-determinations shall be made by the staff of the amount of Total Tenant Payment and the amount of the Housing Assistance Payment, all in accordance with criteria established by HUD.

12.07.1.1 After determining if an income source is “fixed-income”, the income will be adjusted as a result of a verified Cost of Living Allowance (COLA). Fixed-income sources will be third-party verified at least every three years.

12.07.1.2 During annual reexaminations, the PHA has the discretion to accept a family’s declaration that it has total net assets equal to or less than \$5,000. Each family member shall sign the declaration. Any family that knowingly submits false information is subject to civil penalty and damages under the False Claim Act. Third-party verification of all assets of all family members will be conducted at least every three years.

12.07.2 A family's eligibility for Housing Assistance Payments continues until the amount payable by the family towards the Gross Rent equals the Gross Rent for the dwelling unit it occupies at which time there will be no Housing Assistance Payment made to a landlord on their behalf. The family, though, will be kept on the program for six (6) months.

12.07.3 Households reporting zero income must complete a zero-income questionnaire.

12.08 EFFECTIVE DATES

12.08.1 Increases in Total Tenant Payment resulting from an interim or annual re-examination are to be effective the first of the month following twenty-eight (28) day notice. Increases in Total Tenant Payment may be effective within a shorter time period, if the delay was the result of late information provided by the tenant.

12.08.2 Decreases in Total Tenant Payment from a rent review are to be effective the first of the month following report and verification of the change.

12.09 MISREPRESENTATION.

If a participant misrepresents their income, expenses, assets, or family composition at admission, or during an interim or annual re-examination, they may be subject to the termination of assistance and/or repayment of any difference between the HAP and utility payments that was actually made on their behalf, and the HAP and utility payments that would have been made if the information had been reported accurately.

12.10 GUEST POLICY:

A family is allowed to have a guest stay for up to 14 calendar days. If a guest stays longer than 14 days, they are considered an “unauthorized live-in” unless the family has obtained written approval from the HA for additional time due to extenuating circumstances. If the family wishes to add a person as a household member, they must go through the proper procedure to request approval and failure to do so could result in termination of assistance. A guest may not stay for 14 days, leave and come back for an additional 14 days.

POLICY 13 MINIMUM RENT

13.01 Minimum Rent – Minimum rent is \$40.00 per month. Minimum rent refers to Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

13.02 Hardship Requests for an Exception to the Minimum Rent. The Housing Authority recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The Housing Authority will review all relevant circumstances brought to the Housing Authority's attention regarding financial hardship as it applies to the minimum rent. HUD has defined circumstances under which a hardship could be claimed in 24 CFR 5.630.

13.03 Criteria for Hardship Exception. In order for a family to qualify for a hardship exception, the family's circumstances must fall under one of the following HUD hardship criteria:

1. The family has lost eligibility or is awaiting an eligibility determination for Federal, State or local assistance, including a family with a member who is a citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. The family would be evicted as a result of the imposition of the minimum rent requirement;
3. The income of the family has decreased because of changed circumstances, including the loss of employment;
4. A death has occurred in the family; or
5. Other circumstances as determined by the Housing Authority or HUD.

13.04 The Housing Authority notification will advise families that the hardship exception determinations are subject to Housing Services Director review and hearing procedures. The Director will review all family requests for exception from the minimum rent due to financial hardships. A decision on whether or not to grant the exception will be made within 14 calendar days.

13.05 All requests for minimum rent hardship exceptions are required to be in writing. The request must include a statement of the family hardship that qualifies the family for the exception.

13.06 Written documentation that adequately verifies the qualifying circumstances will be required to be provided by the participating family that is requesting the exception.

13.07 Exemptions that are granted for the minimum rent will be granted for a three-month period. If the participating family wishes to extend this period of exception past the three-month period, it will be treated as a new request and the guidelines for an initial claim shall be followed.

13.08 Exemptions for minimum rent that are granted for one three-month period must be repaid to the Housing Authority by the family. A repayment agreement, which will require the family to repay the balance in equal payments over a 12-month period beginning the first of the month after the exemption period. Failure to make repayments as indicated in the repayment agreement will be subject to termination and will result in the entire balance being due within 30 calendar days. Any remaining outstanding balance will be enrolled for collection.

13.09 Exemptions for minimum rent that are granted by the Housing Authority that exceed a three-month period will be considered long-term hardships, which will not be required to be repaid so long as the hardship continues.

**POLICY 14
MOVING WITH CONTINUED ASSISTANCE**

14.01 OVERVIEW

14.01.1 A participating family may be issued a Housing Choice Voucher for the purpose of finding another dwelling unit while maintaining their housing assistance within the City of Janesville or another community that administers a Housing Choice Voucher Program.

14.02 CONDITIONS FOR APPROVING A MOVE

14.02.1 A family may move to a new unit under the following conditions:

- A.** The assisted lease term has ended or the lease has terminated by mutual agreement of the owner and tenant. A request to move must be submitted in writing to the HA. The tenant must also give notice as required in their lease agreement and provide the HA a copy of the notice. Prior to approving a move, the HA will conduct a criminal background check and verify that all rent and utilities are current. In the case of a mutual termination, the agreement must be signed by both the landlord and tenant and submitted to the HA in writing. The HA will review the request and will make every effort to approve or disapprove the request to move within one (1) week. The HA will issue the family a voucher to move.

- B.** The HA has terminated the HAP contract due to an owner's breach of the HAP contract, including, but not limited to: failure to maintain the unit in accordance with Housing Quality Standards and the landlord has indicated they will not make the necessary repairs and/or has failed to make the necessary repairs within 60 calendar days of notification. The HA will issue the family a voucher to move. The family and HA must attempt to find and approve a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

- C.** The move is necessary to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking (protected under the Violence Against Women Act (VAWA)) and who reasonably believe they are imminently threatened by harm from further violence if they remain in the assisted unit or if any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. The family member must be otherwise in compliance with their obligations under the program. The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the

owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

D. A member of the assisted household has a health or medical condition requiring a move and has obtained a doctor's statement to that effect. The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

E. The HA determines that the family's unit does not meet the HQS space standards (due to an increase in family size or change in family composition). The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

14.02.2 If a family moves with continued assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the old assisted unit. 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. This situation may occur if the request to move is being made in accordance with 14.02.1 (B-E).

14.02.3 If the participating family fails to find an acceptable unit, they may continue to receive assistance in the current unit if the unit continues to meet program requirements, the owner agrees and notice has been given to the HA.

14.02.4 If the participating family fails to find an acceptable unit within 60 calendar days, and their current unit does not meet minimum housing quality standards (HQS), they may submit a request for a voucher extension. The Housing Services Director or Rent Assistance Housing Specialist(s) will review this request and the efforts the family has made to find a suitable dwelling unit and the problems it has encountered and determine what advice or assistance might be helpful. If the Housing Services Director or Rent Assistance Housing Specialist(s) believe that there is a reasonable possibility that the family may, with the additional advice or assistance, if any, find a suitable unit, an extension may be granted not to exceed 60 additional calendar days.

14.03 CONDITIONS FOR DISAPPROVING A MOVE

14.03.1 A participating family may not move during the initial year of the assisted occupancy.

14.03.2 A participating family may not move more than one time in any one-year period following the initial year of the assisted occupancy.

14.03.3 The HA will grant an exception to the moving prohibitions in 14.03.1 and 14.03.2 if the request to move is being made in accordance with 14.02.1 (B-E). Requests to waive this policy shall be made to the Housing Services Director and their decision shall be final.

14.03. A participating family may not be approved to move if the HA has begun termination proceeding against the participant family.

14.03.5 A participating family may not be approved to move if the participant family currently owes money to the HA and a repayment agreement is not in place or if the participant family is delinquent in a current repayment agreement. A request to move may be re-evaluated and approved if the entire amount owed to the HA is repaid within 30 calendar days.

14.03.6 A participating family may not be approved to move if the family has moved out of its assisted unit in violation of the lease.

14.03.7 A participating family may not be approved to move if the owner has initiated the eviction process or small claims process for unpaid rent or damages. A request to move may be re-evaluated and approved if eviction proceedings are dismissed within 30 calendar days or proof of payment for unpaid rent or damages has been submitted to the HA. Judgements awarded by the court will serve as evidence of unpaid rent or damages and must be repaid prior to approval of a move.

14.03.8 A request to move which would result in a higher housing assistance payment (HAP) will be denied if the HA is experiencing a funding shortfall and would be unable to avoid terminations of HCV assistance for current participants in order to remain within the HA's budgetary allocations.

14.04 MOVE OUTS

14.04.1 The initial PHA will allow an applicant family to move to another PHA's jurisdiction if the family is otherwise eligible for the program; if the head of household (or spouse) was a legal resident in the initial PHA's jurisdiction when the family first submitted an application (pre-application) for admission to the program; and if the family meets the income eligibility for the program where they are seeking to move.

14.04.1 The initial PHA will allow a participant family to move to another PHA's jurisdiction after they have completed their initial one-year lease period and they meet the conditions for approving a move in Section 14.02. In addition, none of the conditions for disapproving a move in Section 14.03 can be in effect.

14.04.2 When notified by a participating family, Rent Assistance housing staff will assist in their move under the portability option. The initial PHA will determine a family's eligibility to move under portability; will assist in determining whether there is at least one PHA who is administering a HCV program where the family wishes to move; will provide contact information to the family for all PHA's where they are seeking to move.

14.04.3 The initial PHA will contact the receiving PHA via email with delivery confirmation to ascertain if they will provide assistance to the family utilizing funding under its own program (absorb the voucher) or bill.

14.04.4 The initial PHA will issue the family a voucher with an initial voucher term of 90 calendar days. The receiving PHA will also issue the family a voucher with an expiration date no less than 30 calendar days later than the initial voucher. The voucher term may be extended at the discretion of the initial PHA. Depending upon the timing of the family's moving request, the PHA may need to complete an annual reexamination. If the family's voucher expiration date falls outside of the annual 12-month reexamination window, an annual reexamination will be completed.

14.04.5 The PHA will provide the receiving PHA the HUD-52665 Form (Part 1), a copy of the voucher, a copy of the family's current 50058, and copies of verification information, including EIV printout via email with delivery confirmation.

14.04.6 If the receiving PHA cannot or will not provide the family with one of its own vouchers, the initial PHA will retain funding of the Housing Choice Voucher and will reimburse the receiving PHA on behalf of the family. The PHA will pay the first billing amount within 30 calendar days of receipt of the initial billing notice and will ensure that monthly billing payments are received no later than the 5th working day of each month thereafter.

14.04.7 In the event that the family wishing to port changes their mind before leasing in another PHA's jurisdiction, the PHA will grant a 30-day extension to their voucher to allow them to either return to the City of Janesville or move to another jurisdiction.

14.04.8 Requests to move to another HA that has a higher payment standard will be denied if the HA is experiencing a funding shortfall. Requests will be denied only if the move is to a higher cost jurisdiction, the PHA would be unable to avoid terminating current participants during the calendar year to remain within their budget allocation and the PHA would be required to administer the voucher (i.e. the receiving PHA will not absorb the voucher). In the event that requests to move due to insufficient funding, the PHA will maintain a record of those denied and notify families when funding becomes available.

14.04.6 All Family Self Sufficiency (FSS) Program participants will be eligible to participate in the portability option available under the Rent Assistance Program rules.

All participants must reside within the jurisdiction of the Janesville Community Development Authority for at least 12 months after signing the Contract of Participation (COP) for the FSS Program. After the 12-month residency period, a participant family can choose to continue to participate in another jurisdiction if:

- A. The receiving PHA agrees to give a preference to the FSS family to participate in the receiving PHA's FSS program.
- B. The family must demonstrate to the Janesville Community Development Authority that they will be able to fulfill its responsibilities under the original (or modified) contract at the new place of residence within the allotted time.

14.05 PORTABILITY MOVE INS

14.05.1 The PHA will receive inquiries from family's who are participating in other jurisdictions HCV program and inform the initial PHA whether they will absorb or bill the incoming family's voucher.

14.05.2 The PHA will not redetermine income eligibility for a family that was already receiving assistance; however, the PHA will rescreen the family, applying the PHA's policies for denial/termination of assistance. If the family is determined to be ineligible, they will be offered the opportunity for an informal review or hearing and will be referred back to the initial PHA.

14.05.3 The PHA will process the family's request for portability within two weeks after receiving the HUD-52665 and supporting documentation for the family. The PHA will make an effort to schedule a family orientation within the two-week time period, but will not delay issuing a voucher due to the orientation schedule.

14.05.4 The PHA will determine the family's voucher size and will issue the family a voucher with a voucher term that is 30 calendar days later than the initial voucher. The voucher term may be extended at the discretion of the initial PHA.

14.05.5 The PHA will absorb an incoming tenant with a voucher with the approval of the Housing Services Director. If the program does not have sufficient funding to provide the incoming tenant with a HCV or is experiencing a funding shortfall, the program will administer assistance for the family on behalf of the initial PHA.

14.05.6 The PHA will provide the initial PHA the HUD-52665 Form (Part 2), informing them that either the family has leased up and is being absorbed, that the family has leased up and providing billing information, or that the family has failed to lease up and their voucher has expired. Communication will be via email with delivery confirmation.

14.05.6 The PHA is responsible for all program functions for the family. If billing, the PHA shall notify the initial PHA promptly of any changes in family status or the billing

amount. Updated HUD-52665 and HUD-50058 (if there is a change in HAP) will be provided to the initial PHA.

14.06 EMERGENCY TRANSFER PLAN

14.06.1 The HA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current unit to another unit.

14.06.2 A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

14.06.3 To request an emergency transfer, the participant shall provide a written request to the HA that includes either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the City of Janesville's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The HA will provide a participant with an Emergency Transfer Request Form (HUD Form 5383) to assist the participant in making their request.

14.06.4 The HA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the HA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the program.

14.06.5 The HA will act as quickly as possible to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

14.06.6 Pending processing of the emergency transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. The HA will provide the participant with a written copy of the Emergency Transfer Plan to include other agencies who may be able to offer assistance in creating a safety plan.

**POLICY 15
ABSENCE FROM UNIT**

15.01 The family may be absent from the unit for brief periods of time. However, the family may not be absent from the unit for a period of more than 120 consecutive calendar days in any circumstance, or for any reason. Absent is defined to mean that no member of the family is residing in the unit. Absence is different than moving from the unit. If a family moves from the unit, housing assistance payments for that unit will terminate immediately.

15.02 Any absence from the unit exceeding thirty (30) calendar days must be reported to and approved by the HA. Failure to notify and receive approval from the HA for such absences, may result in termination of assistance. Requests for approval must be submitted to the HA in writing and will be evaluated on a case by case basis considering all relevant circumstances. Requests based upon factors beyond the control of the family (hospitalization, employment, etc.) are more likely to be favorably reviewed than those of a voluntary nature.

15.03 Decisions concerning requests for an absence from the unit may be appealed to the Housing Services Director within sixteen (16) calendar days. The decision of the Housing Services Director shall be final. If the decision results in termination of assistance, the family shall be given the opportunity for an informal hearing prior to the termination of the assistance.

15.04 Once assistance has been terminated due to an unapproved absence or an absence exceeding 120 consecutive calendar days, the family must reapply for assistance and wait for their name to come to the top of the waiting list.

POLICY 16
FAMILY BREAK-UP/DECEASED HEAD OF HOUSEHOLD

16.01 FAMILY BREAK UP

16.01.1 If an assisted family breaks-up, the HA will determine who the assistance should continue with. The HA may consider factors such as:

- A. Whether the assistance should remain with family members remaining in the original assisted unit.
- B. The interest of minor children or of ill, elderly or disabled family members.
- C. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.

16.01.2 Determinations will be made on a case by case basis, based upon the circumstances of individual cases. Determinations will be made by the case manager and may be appealed in writing within sixteen (16) days to the Housing Services Director. The decision of the Housing Services Director shall be final.

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

16.02 DECEASED HEAD OF HOUSEHOLD

16.02.1 When the head of an assisted household dies during tenancy and there are other adults in the household, the following policies will apply:

- A. If there is a co-head of household, the co-head would automatically become the head of household.
- B. If there is no co-head of household, the remaining family members shall decide who will be selected as the head of household.

16.02.2 When the head of an assisted household dies during tenancy and all of the remaining household members are minors, the HA may:

- A. Allow an adult guardian to reside in the unit until a court-appointed guardian is established.

B. In accordance with normal eligibility and screening policies, the HA may add the new guardian as the new head of household.

POLICY 17 PAYMENT STANDARDS

17.01 PURPOSE

17.01.1 Payment standards are established and used in the calculation of the housing assistance payment (HAP) that the Housing Authority (HA) pays to the owner on behalf of the family leasing the unit. Payment standards should allow families a reasonable selection of decent, safe, and affordable housing in a range of neighborhoods in the HA's jurisdiction.

17.01.2 Payment Standards are the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family). The payment standard for a family is the lower of: the payment standard for the family unit size indicated on the voucher; or the payment standard for the size of the unit leased by the family.

17.02 PAYMENT STANDARD AREAS

17.02.1 HUD publishes fair market rents (FMRs) for U.S. Postal Service ZIP code areas, metropolitan areas, and nonmetropolitan counties (see 24 CFR 888.113). Within each of these FMR areas, the applicable FMR is:

- (i) The HUD-published Small Area FMR for:
 - (A) Any metropolitan area designated as a Small Area FMR (SAFMR) area by HUD in accordance with 24 CFR 888.113(c)(1).
 - (B) Any area where a PHA has notified HUD that the PHA will voluntarily use SAFMRs in accordance with 24 CFR 888.113(c)(3).
- (ii) The HUD-published metropolitan FMR for any other metropolitan area.

17.03 PAYMENT STANDARD SCHEDULE

17.03.1 Annually, the PHA will review HUD's published FMRs and adopt a payment standard schedule that establishes voucher payment standard amounts for each FMR area in the PHA jurisdiction. The review will include an evaluation of HUD's fair market rent calculations, including the small area fair market rent by zip code on an annual basis. The HA may consider the following: rent burden of assisted families, availability of suitable vacant units with rents below the payment standards, size and amenities of units selected, time required to locate housing, leasing success rates, and large number of families moving out of the HA's jurisdiction.

17.03.2 For each payment standard area, the PHA must establish a payment standard amount for each unit size, measured by number of bedrooms (zero-bedroom, one-bedroom, and so on). These payment standard amounts comprise the PHA's payment standard schedule.

17.03.3 The PHA must revise its payment standard amounts and schedule no later than three (3) months following the effective date of the published FMR.

17.03.4 The Housing Services Director shall have the authority to establish the Payment Standard Schedule based upon the parameters outlined in Section 17.04 below. Recommendations to revise the payment standard outside of these parameters will be brought forward to the CDA for their consideration as warranted and based upon this annual evaluation.

17.04 PAYMENT STANDARD

17.04.1 The PHA will establish a payment standard within the basic range payment standard that is equal to 110% of the fair market rent as determined by the U.S. Department of Housing and Urban Development. The PHA will establish a basic range payment standard amount for each unit size that will equal the same percentage of the published FMR.

17.04.2 The PHA may establish exception payment standard amounts for all units, or for units of a particular size. The exception payment standard may be established for a designated part of the FMR area (called an “exception area”) or for the entire FMR area. The exception area must meet the minimum area requirement at § 982.503(a)(3)(ii). The PHA will establish an exception payment standard amounts between 110 percent and 120 percent of the applicable FMR for such duration as HUD specifies by notice upon notification to HUD that the PHA meets at least one of the following criteria: (i) Fewer than 75 percent of the families to whom the PHA issued tenant-based rental vouchers during the most recent 12-month period for which there is success rate data available have become participants in the voucher program; (ii) More than 40 percent of families with tenant-based rental assistance administered by the agency pay more than 30 percent of adjusted income as the family share; or (iii) Such other criteria as the Secretary establishes by notice. If an exception payment standard is established, the same percentage of the published FMR will be applied to each unit size.

17.04.3 The payment standard may be increased to 120% of the applicable FMR by the Housing Services Director, if required as a FYI in accordance with 24 CFR part 8 for a person with a disability. The PHA may establish a payment standard greater than 120 percent of the applicable FMR as a reasonable accommodation for a person with a disability in accordance with 24 CFR part 8, after requesting and receiving HUD approval.

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

payments calculated using the higher payment standard until the next annual reexamination.

17.04.5 The PHA will consider the voluntary use of SAFMRs in accordance with 24 CFR 888.113(c)(3) when the difference between zip code areas is greater than 10% and the use of SAFMRs is anticipated to result in expanded affordable housing options for participants. The PHA-designated payment standard area will be no smaller than those for U.S. Postal Service ZIP code areas. If the Small Area Fair Market Rent becomes lower than the payment standard based on the overall Fair Market Rent, the higher payment standard will be implemented.

17.05 PAYMENT STANDARD CHANGES

17.05.1 Whenever the FMR increases or decreases, the HA will update its payment standards to be equal to 110% of FMR or the exception payment standard for the applicable zip code or 120% of the FMR if approved by HUD as a special waiver or as allowed or directed by HUD.

17.05.2 The HA will update the changes expeditiously, but no later than three months from the effective date of the changed FMR.

17.05.3 Normal rounding rules will not apply when determining the payment standard amount from the FMR, because they cannot exceed the HUD basic range. While rounding the payment standards to a whole dollar amount, the HA must ensure that the rounded figures are within the basic range and will round down to the nearest whole dollar.

17.05.4 If a payment standard is increased, the PHA must use the increased payment standard amount to calculate the monthly housing assistance payment for the family beginning on later than the earliest of: (i) The effective date of an increase in the gross rent that would result in an increase in the family share; (ii) The family's first regular or interim reexamination; or (iii) One year following the effective date of the increase in the payment standard amount .

17.05.5 If a payment standard is decreased, the PHA will not reduce the payment standard amount used to calculate the subsidy for a family for as long as the family continues to reside in the unit for which the family is receiving assistance. .

17.05.6 Irrespective of any increase or decrease in the payment standard amount, if the family unit size either increases or decreases during the HAP contract term, the new family unit size may be used to determine the payment standard amount for the family at the family's first regular reexamination following the change in family unit size. If the PHA lowers its payment standards, the payment standard applies immediately to all new admissions, moves, and families remaining in their units with a new HAP contract

(e.g., when the owner offers or requires a new lease). If a family's voucher size is reduced, any lowered payment standard will be applied at the first regular (annual) reexamination following the subsidy standard change.

POLICY 18 PROGRAM TERMINATIONS

18.01 The PHA will terminate assistance for a participant if social security disclosure requirements are not met.

18.02 The PHA will terminate assistance for a participant if any family member fails to sign and submit required consent forms.

18.03 The PHA will terminate assistance for a participant if the family does not establish citizenship or eligible immigration status.

18.04 The PHA will terminate assistance for a participant if they determine that a family member has knowingly permitted an individual ineligible for assistance (under Restriction on Assistance to Noncitizens Regulations) to reside in the assisted housing unit of the family member.

18.05 The PHA will terminate assistance for a participant if it is discovered that a member of an assisted household who was admitted after June 25, 2001, was subject to a lifetime registered sex offender requirement. The family will be given the opportunity to remove that individual from the household to retain their assistance.

18.06 The PHA will terminate assistance for a participant if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612. If the household contains eligible and ineligible students, the eligible students will not be terminated and the PHA will either issue a voucher for the eligible members to move with continued assistance or the eligible members may remain in the unit if the ineligible student(s) move out.

18.07 The PHA will terminate assistance for a participant if the family was evicted for serious violation of the lease.

18.08 The PHA will terminate assistance for a participant if the family violates any family obligation under the program as indicated on the Voucher. This includes, but is not limited to: allowing HQS inspections; using the assisted unit as the family's only residence; paying utility bills; reporting all changes in family composition to the HA within ten (10) days of the change. Failure to report changes in family composition in a timely manner will be considered misrepresentation and may result in the termination of assistance and/or a repayment to the HA for the difference between **the HAP and what the HAP would have been with the change in family composition.**

18.09 The PHA will terminate assistance for a participant if any family member commits fraud, bribery, or another corrupt or criminal act regarding the program.

18.10 The PHA will terminate assistance for a participant if the family owes rent or other amounts to the PHA, including breaching a repayment agreement with the PHA.

18.10.1 If evidence of misrepresentation exists, repayment, in full amount of the overpayment, must be made to the HA whether the action was intentional or unintentional.

18.10.2 If evidence indicates the misrepresentation was unintentional, or if intent is unclear, the tenant must begin making regular monthly payments to the HA beginning the first of the month following notification to the tenant of the overpayment. The monthly repayment amounts due the program from a tenant for amounts due under \$1,000 shall be determined by taking the full amount owed and dividing that amount equally over the following 12 months. The minimum repayment amount per month will be \$5.00. The monthly repayment amounts due the program for amounts over \$1,000 will be determined by the Program staff to be reasonable and approved by the Housing Services Director. Payments are due by close of business the fifth day of each month.

18.10.3 If evidence indicates the misrepresentation was intentional and the amount overpaid on behalf of the tenant exceeds \$1,000, the case may be referred to the Rock County District Attorney's Office with a copy of information and materials to the appropriate Regional Inspector General for investigation of the information. If evidence indicates the misrepresentation was intentional, repayment must be made in full to the HA and shall be accomplished through a repayment schedule established by the Housing Services Director or their designee. If payments are not made by the tenant as required by the HA, the tenant shall be terminated from the program after 30 days' notice to the landlord involved. Notice to the landlord shall be given on the first day of the month. The entire outstanding balance will be enrolled for collection). The tenant/family will not be allowed to again participate in the program until the debt is repaid in full or ten (10) years following termination from the program.

18.11 The PHA will terminate assistance for an FSS participant family if they fail to comply with the family's FSS contract.

18.12 The PHA will terminate assistance for a participant if the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

18.13 The PHA will terminate assistance for a participant if the PHA has determined that any member of the household has ever been convicted for drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

18.15 ILLEGAL DRUG USERS

18.15.1 The HA will terminate assistance for a participant family if any family member:

- Has engaged in illegal drug activity, including currently engaging in any illegal use of a drug
- A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment on the premises by other residents.
- A household member has violated family obligations not to engage in any drug related activity.
- A household member's alcohol abuse or pattern of abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

18.15.2 The following standards may be used in making this determination:

- A. If any member of the family has been arrested for illegal drug activity and a review of the conduct that lead to the arrest demonstrates that the family member was engaged in illegal drug activity. The activity for which the participant was arrested must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.
- B. If any member of the family has been convicted of illegal drug activity. The activity for which the participant was convicted must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

18.15.3 The HA may choose not to terminate assistance if the family member can demonstrate that they:

Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and

Is recovering, or has recovered from such addiction and does not currently use or possess controlled substances. The HA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition of being allowed to reside in the unit.

18.16 ALCOHOL ABUSERS

18.16.1 The HA may terminate assistance for a participant family if any member of the family abuses alcohol in such a way that it interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

18.16.2 The following standards may be used in making this determination:

A. If any member of the family has been arrested for an activity that interferes with the health, safety and right to peaceful enjoyment of property of others, and a review of the conduct that lead to the arrest demonstrates that the family member was engaged in prohibited alcohol-related activity. The activity for which the participant was arrested must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

B. If any member of the family has been convicted of an activity that interferes with the health, safety and right to peaceful enjoyment of property of others, which is alcohol related. The activity for which the participant was convicted must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

18.16.3 The HA may choose not to terminate assistance if the family member can demonstrate that they:

Have an addiction to a controlled substance, a record of such an impairment, or are regarded as having such an impairment; and

Are recovering, or have recovered from such addiction and do not currently use or possess alcohol. The HA may require a family member who has engaged in the disruptive use of alcohol to submit evidence of participation in, or successful completion of, a treatment program as a condition of being allowed to reside in the unit.

18.17 DISORDERLY CONDUCT, PHYSICAL/SEXUAL CONTACT VIOLATIONS, CRIMES AGAINST A CHILD, AND/OR VIOLENT CRIMINAL BEHAVIOR

18.17.1 The HA may terminate assistance for a participant family if any member of the family is involved in violent or sexual criminal activity, including Disorderly Conduct in which any of the following circumstances apply:

- a) Violent or Threatening Crimes
 - i) Homicide, attempted homicide, or manslaughter
 - ii) Assault, battery, or domestic violence
 - iii) Robbery or armed robbery
 - iv) Stalking or harassment
- b) Drug-Related Criminal Activity
 - i) Illegal manufacture, sale, or distribution of controlled substances
 - ii) Possession with intent to distribute
 - iii) Maintaining a drug house or allowing drug activity of the premises
- c) Weapons Offenses
 - i) Unlawful possession of firearms or dangerous weapons

- ii) Discharging a firearm
- iii) Use of a weapon in connection with threats, assaults, or intimidation
- d) Property Crimes that Endanger Safety
 - i) Arson
 - ii) Burglary or Home Invasion
 - iii) Significant property destruction that impacts the safety of others
- e) Sex-Related Crimes
 - i) Sexual assault or attempted sexual assault
 - ii) Indecent exposure or lewd conduct
 - iii) Human Trafficking
- f) Crimes Against Children
 - i) Sexual Assault or attempted sexual assault of a Child
 - ii) Sexual Exploitation of a Child
 - iii) Human Trafficking of a Child
 - iv) Kidnapping
 - v) Child Enticement
 - vi) Possession of Child Pornography
 - vii) Felony Child Neglect

In deciding whether to terminate assistance for a participant family, the HA shall consider all of the circumstances of each case including the seriousness of the case, the extent of participation or involvement of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action. The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

18.18 DISCRETION TO CONSIDER CIRCUMSTANCES

18.18.1 In deciding whether to terminate assistance for a participant family, under Policy 18, the HA has discretion to consider all of the circumstances of each case including the seriousness of the case, the extent of participation or involvement of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action.

18.18.2 The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action will not reside in the unit.

18.19 NOTIFICATION

Participants shall be notified in writing of the decision to terminate assistance, the termination notice shall state who committed the alleged violation, what conduct the HA alleges occurred, when the alleged incident occurred, what policies or rules the conduct violates, how the conduct fails to comply with the HA rules or policies, and what evidence the HA has that leads it to believe that the described violation occurred. The

termination notice shall state the participant has a right to request an informal hearing and shall state the deadline for the participant to request an informal hearing.

**POLICY 19
TERMINATION OF LEASE**

19.01 TERMINATION OF LEASE

19.01.1 The owner shall not terminate the tenancy of the family except for:

- A. Serious or repeated violation of the terms and conditions of the lease;
- B. Violation of Federal, State or local law which imposes obligations on the family in connection with the occupancy and use of the dwelling unit; or
- C. Other good cause (as defined in the Housing Assistance Payment Contract).

19.01.2 The owner may evict the family from the contract unit only by instituting court action. The owner must notify the HA in writing of the commencement of procedures for termination of tenancy, at the same time that the owner gives notice to the family under state or local law. The notice to the HA may be given by furnishing to the HA a copy of the notice sent to the family.

19.02 CLAIMS FOR DAMAGES

Owners may not claim reimbursement from the HA for unpaid rent payable by the tenant, damages to the unit, or for other amounts owed by the tenant. The owner, in accordance with state law, may use the security deposit as reimbursement for these amounts. 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.

POLICY 20
INFORMAL REVIEW FOR APPLICANTS

20.01 An applicant who is denied assistance may request an informal review of the decision.

20.02 All requests for an informal review must be submitted in writing to the Housing Services Director within sixteen (16) calendar days of the date which the applicant was notified of the decision to deny assistance.

20.03 The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

- A. Discretionary administrative determinations by the HA.
- B. General policy issues or class grievances.
- C. A determination of the family unit size under the HA subsidy standards.
- D. An HA determination not to approve an extension or suspension of a certificate or voucher term.
- E. An HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
- F. An HA determination that a unit selected by the applicant is not in compliance with HQS.
- G. An HA determination that the unit is not in accordance with HQS because of the family size or composition.

20.04 The Housing Services Director shall give the applicant the opportunity to present written or oral objections to the HA decision.

20.05 Within thirty (30) calendar days of the receipt of the appeal the applicant shall be notified in writing of the final decision including a brief statement of the reasons for the final decision.

POLICY 21
INFORMAL HEARING FOR PARTICIPANT

21.01 A participant whose assistance is being terminated may request an informal hearing of the decision.

21.02 All requests for an informal hearing must be submitted in writing to the Housing Services Director within sixteen (16) calendar days of the date which the applicant was notified of the decision to terminate assistance.

21.03 The HA must give a participant family an opportunity for an informal hearing for the following determinations:

- A. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- B. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
- C. A determination of the family unit size under the HA subsidy standards.
- D. A determination that a voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
- E. A determination to terminate assistance for a participant family because of the family's action or failure to act.
- F. A determination to terminate assistance because the participant family failed to notify or receive approval from the HA for an absence exceeding thirty (30) calendar days or has been absent from the assisted unit for longer than 120 calendar days.

21.02 The HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

21.03 In the cases described in A, B, and C above, the HA must notify the family that the family may ask for an explanation of the basis of the HA determination and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

21.04 In the cases described in D, E, and F above, the HA must give the family prompt written notice that the family may request a hearing. This notice must:

- A. Contain a brief statement of reasons for the decision, , and shall state who committed the alleged violation, what conduct the HA alleges occurred, when the alleged incident occurred, what policies or rules the conduct violates, how the conduct fails to comply with the HA rules or policies, and what evidence the HA has that leads it to believe that the described violation occurred.
- B. State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
- C. State the deadline for the family to request an informal hearing. All requests for an informal hearing must be submitted in writing to the Neighborhood & Community Services Director within sixteen (16) days of the date the family was notified of the decision of the HA , and
- D. Include a copy of the Reasonable Accommodation Policy, and
- E. Include a copy of the VAWA Notice of Occupancy Rights, and
- F. Include a copy of the VAWA Certification.

POLICY 22 INFORMAL HEARING PROCEDURES

22.01 Once a request for an informal hearing is received by the HA, the hearing will be scheduled, when possible, in thirty (30) calendar days. Hearing may be in person or through a virtual platform. Those who speak limited English may request an interpreter for the hearing.

22.02 Once a hearing is scheduled, the family will be given the opportunity to examine their file and any HA documents that are directly relevant to the hearing. The family will be allowed to copy any documents at the family's expense. If a document is not made available to the family, the HA may not rely on the document or present the document at the hearing. An appointment will be set up for the family for review and the family shall be notified in writing of the appointed date and time for review.

22.03 The HA must be given the opportunity to examine at the HA offices any family documents that are directly relevant to the hearing. If the family does not make the document available to the HA, the family may not rely on the document or present the document at the hearing.

22.04 At its own expense, the family may be represented by a lawyer or other representative.

22.05 A hearing officer will be appointed by the HA. The hearing officer shall be a person who did not make or approve the decision under review, or a subordinate of this person. The HA and the participant are prohibited in engaging in ex parte communication with the hearing officer regarding the merits of the case from the time the termination proceedings begin until a decision has been made. Communication between the HA or participant and the hearing officer regarding administrative items, such as scheduling the hearing is allowed. The hearing officer shall take notes of the testimony and shall mark and preserve all exhibits. The hearing officer shall cause the proceedings to be taken by a stenographer or by a recording device, the expense thereof to be paid by the HA.

22.06 The HA will first be given the opportunity to present evidence and witnesses to support its decision. The family will be allowed to question witnesses.

22.07 The family will then be allowed to present evidence and witnesses. The HA will be allowed to question witnesses.

22.08 Both the HA and the family will be allowed an opportunity to summarize their arguments with the Housing Authority proceeding first.

22.09 The hearing officer will issue a written decision within fourteen (14) days of the completion of the hearing briefly stating the reason 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. The hearing officer may not rely on uncorroborated hearsay for any essential findings of fact. The hearing officer may make determinations as to the credibility of witnesses. The HA may rely on witnesses, sworn statements, documents, or other evidence to make the decision to terminate assistance. The HA may not rely on uncorroborated hearsay to make the decision to terminate assistance. The HA may not terminate assistance solely because a participant has received mail for someone who does not reside with the participant. A copy of the decision shall be furnished promptly to the family. The decision shall notify the family of its right to request judicial review of the hearing decision from the circuit court within thirty (30) days of receipt of the decision.

22.10 The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- A. Discretionary administrative determinations by the HA.
- B. General policy issues or class grievances.
- C. Establishment of the HA schedule of utility allowances for families in the program.
- D. A HA determination not to approve an extension or suspension of a certificate or voucher term.
- E. A HA determination not to approve a unit or lease.
- F. A HA determination that an assisted unit is not in compliance with HQS. (However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for breach of the HQS caused by the family).
- G. A HA determination that the unit is not in accordance with HQS because of the family size.
- H. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

22.11 The HA is able to overrule the hearing officer in the event that the decision made by the hearing officer is contrary to HUD regulations.

22.12 The date of the termination shall be the date outlined in the initial termination notice or the last day of the month following the hearing officer's decision whichever is later.

**POLICY 23
RESERVED**

POLICY 24
APPROVAL OF LIVE-IN AIDE

24.01 A live-in aide is defined as:

A person approved by the HA who resides in the unit to care for a family member who is disabled or at least 50 years of age, and who:

- A. Is determined to be essential to the care and well-being of the person; and
- B. Is not obligated for the financial support of the person; and
- C. Would not be living in the unit except to provide the necessary supportive services.

24.01.1 The HA will require signed certification from a qualified professional that a reasonable accommodation for a live-in aide is medically necessary. Re-certification may be required on an annual basis.

24.02 Relatives of the family shall not be automatically excluded as a live-in aide, but must meet the above requirements to qualify.

24.03 The HA may refuse to approve a person as a live-in aide, or may withdraw such approval, if the person:

- A. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
- B. Commits drug-related or violent criminal activity; or
- C. Currently owes rent or other amounts to the HA or to another HA in connection with the Housing Choice Voucher (HCV) or other public housing assistance under the U.S. Housing Act of 1937.

24.04 The individual who will be residing in the unit as a live-in-aide will be required to sign a Live-In-Aide Certification that will state they are aware of the requirements to not contribute financially to the household, and continuing compliance with the requirements in items 24.03 A, B and C.

24.05 The HA will not refuse to approve a live-in aide because the aide has family members that would be residing in the unit, provided that the presence of the live-in aide's family does not overcrowd the unit or create an undue financial burden (i.e. increased occupancy standard).

24.06 Decisions to deny the approval of a person as a live-in aide may be appealed to the Housing Services Director. The decision to deny approval may be grieved in accordance with Policy 22.

**POLICY 25
FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

25.01 DEFINITION

A voluntary program whose goal is to enable families participating in the Rental Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient.

25.02 OUTREACH

Staff will recruit participants for the Family Self-Sufficiency program from families who are current participants in the Rent Assistance Program. The program will also be explained during group and individual orientation sessions.

25.03 ESCROW PAYMENTS

25.03.1 All escrowed funds will be deposited into a single depository account.

25.03.2 A separate subsidiary ledger will be maintained for each family participating in the FSS program showing deposits and interest credits into the account.

25.03.3 When the participant signs their Contract of Participation, the Total Tenant Payment (TTP) is determined at that point, and this becomes the baseline TTP.

25.03.4 As the participant's earned income increases (which increases the TTP) any difference between the baseline TTP and the actual TTP is deposited into an escrow account on behalf of the family on a monthly basis.

25.03.5 In order for deposits to be made into an escrow account on behalf of a participant, the participant must report the change in income to the HA, and the HA must complete an interim re-examination of income to adjust the monthly TTP. If a participant fails to report a change in income, the participant's escrow account will not be credited with any portion of back rent.

25.03.6 FSS accounts will be credited on a monthly basis, but transfers to the depository account will occur on an annual basis.

25.03.7 Amounts deposited in the escrow account will earn monthly interest at the same rate as the City of Janesville's investments in the Local Government Investment Pool.

25.04 WITHDRAWAL FROM ESCROW ACCOUNT

25.04.1 Funds in the escrow account will be disbursed when:

- A. The family completes the contract; or
- B. Whenever 30 % of the family monthly adjusted income equals or exceeds the FMR for the size of the unit for which the family qualifies; and
- C. When no family member receives welfare assistance.

25.04.2 Fund in the escrow account may be partially disbursed if:

- A. The family has fulfilled interim Contract goals; and
- B. Needs a portion of the FSS account funds for the purposes consistent with the Contract such as:
 - School tuition or other school costs,
 - Job training expenses,
 - Business start-up expenses, and
 - Car when public transportation is unavailable or inaccessible to the family.

25.04.3 The decision to disburse funds from an escrow account shall be made by the Housing Services Director.

25.05 Amounts in the escrow account shall be forfeited if:

- A. The Contract of Participation is terminated; or
- B. The Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions.

POLICY 26 VERIFICATION OF INFORMATION

26.01 It is the responsibility of the Housing Authority staff to determine, in accordance with HA policy, each applicant's

Eligibility,
family size,
income eligibility,
and Total Tenant Payment.

HUD regulations require the HA to verify:

- A. Type of family (for purpose of determining preferences and allowances)
- B. Income/assets of all family members
- C. Appropriate allowances and/or deductions
- D. Local preference claims
- E. Documentation required by local PHA policy
- F. Social security numbers for all household members, except non-contending persons
- G. Eligible immigration status.

26.02 Initially, and at each annual re-examination, the head of the household and all adult household members will be required to sign a release and consent form authorizing the release of necessary information to the Housing Authority.

26.03 The PHA will obtain verification of eligibility no more than 60 days before initial issuance of voucher.

26.04 The housing authority will require third-party verifications for all sources of income, assets, and expenses required to be verified by HUD. Verification will occur based upon the following verification technique (from highest to lowest).

- Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system. This is mandatory for all participants, but not currently available for applicants.
- Upfront Income Verification (UIV) using non-HUD system (i.e., Work #, State Govt. database, IRS transcript Form 4506-T).
- Written Third Party Verification. This is mandatory to supplement EIV-reported income sources and when EIV has no data; mandatory for non-EIV reported income sources; mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support the dispute. Written Third Party Verification consists of an original or authentic document generated by a third-party source dated within the 120-day period preceding the

review. Acceptable documentation includes, but is not limited to the following: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Supporting documents for fixed-income sources such as social security, will be accepted if they are dated within the appropriate benefit year.

- **Written Third Party Verification Form.** This is mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation. Written Third Party Verification Form consists of a standardized form to collect information from a third-party source, which is sent directly to the third-party source and completed by the third party.
- **Oral Third-Party Verification.** This is mandatory if written third-party verification is not available. Oral Third-Party Verification consists of telephone or in-person contact with a third party. If oral third-party verification is used, the name and phone number of the person, along with the confirmed information shall be documented for the tenant file.
- **Tenant Declaration.** This verification technique is to be used when the PHA is unable to obtain any type of third-party verification and when households report assets of less than \$5,000. Tenant verification consists of an affidavit of reported income and/or expenses from the tenant to the PHA.

A first request will be emailed, faxed, or mailed to the verification source. If no response is received within seven (7) to sixteen (16) calendar days, a second request will be mailed. If no response is received to the second request within sixteen (16) calendar days, staff may pursue another level of verification.

26.05 The PHA will not verify income sources which must be reported to HUD, but which are fully excluded in the calculation of annual income. This includes items such as: Supplemental Nutrition Assistance Program benefits (food stamps) and income from live-in aides. The PHA will accept the participant's self-certification as verification of fully excluded income. The PHA may elevate the verifications if believed necessary to determine if a source of income qualifies for a full exclusion.

26.06 The PHA may use a streamlined annual re-examination process for the verification of income for elderly families and disabled families where 100% of their income is fixed. Fixed income includes: social security; supplemental security income; security disability insurance; State disability benefits; various pension plans; and other periodic payments that are substantially the same amounts from year to year. Family incomes would be recalculated by applying any published cost of living adjustments to the previously verified income amount.

26.07 In verifying and calculating annual income from assets greater than \$5,000, the PHA will use the greater of either: (1) actual income resulting from all net family assets; or (2) a percentage of the value of such assets based upon a passbook savings rate

established by the PHA within 75 basis points (plus or minus .75%) of the Savings National Rate. The passbook savings rate is reviewed annually by the PHA to ensure that it falls within the safe harbor range of plus or minus .75% of the national rate. When set (or reset) by the PHA, the passbook savings rate will be equal to the national savings rate in effect on that date as published by the Federal Deposit Insurance Corporation (www.fdic.gov/regulations/resources/rates/).

POLICY 27
EQUAL OPPORTUNITY AND FAIR HOUSING POLICY

This Housing Authority will not deny to any family the opportunity to apply for admission, nor deny an eligible applicant the opportunity to receive assistance on the basis of sex, race, color, sexual orientation, gender identity, disability, religion, national origin, marital status, familial status, lawful source of income, age or ancestry, gender expression or status as a victim of domestic violence, dating violence, sexual assault or stalking.

It is the policy of this Housing Authority to comply fully with all federal, state and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA will assist a family that claims that illegal discrimination has prevented the family from leasing a suitable unit.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk. Fair Housing posters are posted throughout the Housing Authority office at a height easily readable from a wheelchair.

The Neighborhood & Community Services office is accessible to persons with disabilities, and accessibility for the hearing impaired is provided by the TDD line.

27.01 SERVICES FOR NON-ENGLISH-SPEAKING APPLICANTS AND PARTICIPANTS

The Neighborhood & Community Services office will have access to a translation service agency to provide this service to applicants and/or participants who speak languages other than English in order to assist non-English speaking families.

27.02 CERTIFICATION

The HA will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

POLICY 28 REASONABLE ACCOMMODATION

28.01 In the event that a person with disabilities may need a reasonable accommodation in order to take full advantage of the housing programs and related services, the following policy clarifies how people can request accommodations and the guidelines the Neighborhood & Community Services office will follow in determining whether it is reasonable to provide a requested accommodation. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability.

28.02 Because disabilities are not always apparent, the Neighborhood & Community Services office will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

The full application and annual questionnaire include information about the HA's reasonable accommodation policy and the applicant/participant's right to request a reasonable accommodation. In addition, all termination notices shall include information about the right to request a Reasonable Accommodation.

28.03 The HA will use the broad definition of a person with a disability for the purposes of granting a reasonable accommodation request under ADA/Section 504/Fair Housing Act. This definition defines a "handicap" as: a physical, mental or emotional impairment that substantially limits one or more of a person's major life activities; has a record of such impairment; or is regarded as having such impairment. The following categories are excluded from Fair Housing Act protections: current drug users, people whose alcohol use interferes with the rights of others, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless the threat can be controlled with a reasonable accommodation, and juvenile offenders and sex offenders.

28.04 The Housing Services Director may approve a payment standard greater than 110%, but not more than 120%, if required as a reasonable accommodation for a family that includes a person with disabilities. Prior to making this determination, the HA will perform a rent reasonableness determination. In addition, the HA will verify that the unit has the feature(s) required to meet the needs of the person with disabilities.

POLICY 29 VIOLENCE AGAINST WOMEN ACT

29.01 PURPOSE

The purpose of this Policy is to implement the applicable provisions of the Violence Against Women Act Reauthorization Act of 2022, the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) the Violence Against Women Reauthorization Act of 2013 (VAWA 2013) and more generally to set forth the HA's policies and procedures regarding domestic violence, dating violence, sexual assault and stalking, regardless of sex, sexual orientation, or gender identity as hereinafter defined.

The general purpose of the law is to reduce domestic violence, dating violence, sexual assault, and stalking, and to prevent homelessness. The law protects victims of domestic violence, dating violence, sexual assault and stalking who reside in public, assisted, and other types of housing and ensures that such victims have meaningful access to the criminal justice system without jeopardizing such housing.

29.02 GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault or stalking;
- D. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault or stalking, affecting individuals assisted by the HA.

29.03 ADMISSIONS AND SCREENING

Non-Denial of Assistance. The HA will not deny admission to any person in the HCV Program because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking, provided that such person is otherwise qualified for such admission. Applicants will be provided with a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking Form, and will be requested to sign an acknowledgement form at the time they complete the full application/questionnaire.

Applicants who have been determined to be ineligible for assistance, will also receive a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault or Stalking Form, in their denial letter, which also informs them of their opportunity for an Informal Review.

29.04 TERMINATION OF ASSISTANCE

29.04.1 VAWA PROTECTIONS

Under VAWA, assistance will not be terminated by the HA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. However, the protection against termination of assistance described in this paragraph is subject to the following limitations:

- A. Nothing contained in this paragraph shall limit any otherwise available authority of the HA to terminate assistance for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in questions against the tenant or a member of the tenant's household.
- B. Nothing contained in this paragraph shall be construed to limit the authority of the HA to terminate the assistance of any occupant who can be demonstrated to pose an actual and imminent threat to other tenants or those employed at or providing service to the property.
- C. Nothing contained in this paragraph shall be construed to supersede any provision of Federal, State, or local laws that provide greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Participants who have been determined to be found ineligible for continued assistance, will receive a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault or Stalking Form, in their notice of termination, which also informs them of their opportunity for an Informal Hearing.

29.04.2 REMOVAL OF THE PERPETRATOR

Further, notwithstanding anything in Federal, State or local law to the contrary, the HA may divide a lease, or remove a household member from a lease in order to remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or

lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual. Such action shall be made without regard to whether a household member is a signatory to a lease. Such action against the perpetrator of such physical violence may be taken without removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or lawful occupant.

29.05 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

29.05.1 REQUIREMENT FOR VERIFICATION

The law allows, but does not require, the HA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in 29.05.3 below, the HA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the HA.

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

1. HUD-approved form (HUD-5382). By providing to the HA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse, meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator only if the perpetrator is safe to provide and is known to the victim.
2. Other documentation – by providing to the HA documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, a mental health or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or other knowledgeable professional. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident in question bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. Police or court record – by providing to the HA a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
4. A record of an administrative agency.

29.05.2 TIME ALLOWED TO PROVIDE VERIFICATION/FAILURE TO PROVIDE

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by the HA to provide verification, must provide such verification within sixteen 16 business days (excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time, will result in loss of protection under VAWA and this policy against a proposed adverse action. The PHA may extend the sixteen 16-day deadline at its discretion; however, any extension granted shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

29.05.3 WAIVER OF VERIFICATION REQUIREMENT

The Housing Services Director may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

29.05.4 PROHIBITION ON RETALIATION

No public housing agency or owner or manager or housing assisted under the rental assistance program shall discriminate against any person because that person has opposed any act or practice made unlawful by VAWA, or because that person testified, assisted, or participated in any related matter.

No public housing agency or owner or manager of housing assisted under the rental assistance program shall coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under VAWA including:

- a. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under this VAWA; and
- b. Retaliating against any person because that person has participated in any investigation or action to enforce VAWA.

POLICY 30
TERMINATION OF ASSISTANCE DUE TO INSUFFICIENT FUNDING

30.01 PURPOSE

The purpose of this policy is to outline how the HA would terminate HAP contracts, in accordance with HUD requirements, if the HA determines that funding under the Consolidated Annual Contributions Contract is insufficient to support continued assistance for households in the program.

30.02 FUNDING DETERMINATION

In determining if funding under the Consolidated Annual Contributions Contract is insufficient to support continued assistance for households in the program, the HA will take into consideration its available budget authority, which includes unspent prior year HAP funds maintained in the HA's Net Restricted Assets account.

30.03 COST SAVING MEASURES

Before terminating HAP contracts on the basis of insufficient funding, the HA will ensure that it has carefully considered all cost-savings measures and the impact such terminations will likely have on program applicants and participants.

30.04 NOTIFICATION

Before terminating any HAP contracts, the HA will notify the HUD Field Office and its financial analyst at the Financial Management Center.

Before terminating any HAP contracts, the HA will provide 90 days advance notice to affected landlords and tenants.

30.05 ORDER OF TERMINATION

If the termination of HAP contracts due to insufficient funding is required, the order of terminations will be as follows:

1. Single, non elderly, non disabled households, starting with the individuals who have been on the program the longest amount of time;
2. Non-elderly, non-disabled households, starting with the individuals who have been on the program the longest amount of time;
3. Participants in the YWCA Transitional Living Program or other approved Transitional Living Program, starting with the individuals who have been on the program the longest amount of time;

4. Elderly, non disabled households, starting with the individuals who have been on the program the longest amount of time.
5. Disabled households, starting with the individuals who have been on the program the longest amount of time.

30.06 RESUMPTION OF ASSISTANCE

Individuals and households terminated from the program due to a funding shortfall will be placed on the top of the waiting list. As soon as sufficient funding is available, assistance will be offered in the reverse order of the terminations.

POLICY 31 CONFLICT OF INTEREST

31.01 A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

A "Covered individual" means a person or entity who is a member of any of the following classes:

- (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
- (2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
- (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
- (4) Any member of the Congress of the United States.

An "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sibling (including step-siblings) of any covered individual.

31.02 The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

31.03 No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

31.04 The PHA must not approve an assisted tenancy if the owner is the parent, child, grandparent, grandchild, sibling of any member of the family, unless approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

31.05 The PHA must not approve the tenancy contracts of any covered individual, including immediate family members.

31.06 The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

POLICY 32
FOSTER YOUTH TO INDEPENDENCE TENANT PROTECTION VOUCHER
PROGRAM

32.01 PURPOSE

The Foster Youth to Independence (FYI) initiative provides Housing Choice Voucher (HCV) assistance to youth transitioning from foster care who are at risk of homelessness. This chapter establishes the Public Housing Agency's (PHA) policies for administering FYI vouchers in accordance with Section 8(o) of the U.S. Housing Act of 1937, as amended, and PIH Notice 2025-08.

The FYI program is designed to:

- Prevent homelessness among youth aging out of foster care,
- Support their transition to independence, and
- Strengthen partnerships between PHAs and Public Child Welfare Agencies (PCWAs).

Rental assistance for youth under the Foster Youth to Independence-Tenant Protection Voucher Program (FYI-TPV) was authorized in the Consolidated Appropriations Act, 2019 (2019 Appropriations Act; Public Law 116-6, approved February 15, 2019). The FYI-TPV Voucher Program at the City of Janesville Housing Authority combines rental assistance with services overseen by the Southwest Wisconsin Workforce Development Board (SWWDB), and the Homeless Intervention Task Force (HITF).

The City of Janesville Housing Authority has signed a Memorandum of Agreement for the Foster Youth to Independence program. In this agreement the City of Janesville Housing Authority, SWWDB, RCHS, and HITF will work to expand the number of youths served by incorporating FYI-TPV into the referral process. The City of Janesville Housing Authority agrees to administer the housing assistance and SWWDB agrees to identify eligible youth and/or provide supportive services.

31.02 DEFINITIONS

Public Child Welfare Agency (PCWA)

PCWA means the agency that is responsible under applicable State law for determining that a child is at imminent risk of placement in out-of-home care or that a child in out-of-home care under the supervision of the public agency may be returned to their family, or that a youth is at least 18 years and not more than 24 years of age and left foster care, or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older.

For purposes of this program, PCWA is Rock County Department of Social Services and The Southwest Wisconsin Workforce Development Board.

Eligible Household

A youth certified by a PCWA as meeting the following conditions:

- Has attained at least 18 years and not more than 24 years of age;
- Has left foster care, or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 or older; and
- Is homeless or is at risk of becoming homeless.

Eligibility is not limited to single persons. Youth may be pregnant or have custody of minor children.

Homeless

Homeless (24 CFR 578.3) means:

- 1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - b) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals);
 - c) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
 - d) An individual who is experiencing trauma or lack of safety related to, or fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against an individual or a family member in the individual's or family's current housing situation, including where the health and safety of children is jeopardized;
 - e) An individual who has no other safe residence; or
 - f) An individual who lacks the resources to obtain other safe permanent housing.
- 2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - a) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - b) No subsequent residence has been identified; and

- c) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
 - d) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: re defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - f) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - g) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- 3) Any individual or family who:
- a) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - b) Has no other residence; and
 - c) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

At Risk of Becoming Homeless

At risk of being homeless means (24 CFR 576.2)

- 1) An individual or family who:
 - a) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - b) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from

moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and

- c) Meets one of the following conditions:
- 1) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - 2) Is living in the home of another because of economic hardship; Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - 3) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - 4) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - 5) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - 6) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved consolidated plan;
- 2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- 3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with them.

Required Supportive Services

The services listed in 1 through 6 below must be provided for a period of 36 months to youth receiving rental assistance through this notice. An eligible youth cannot be required to participate in these services as condition of receipt of the voucher.

1. Basic life skills information/counseling on money management
2. Use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).

3. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
4. Providing such assurances to owners of rental property as are reasonable and necessary to assist an eligible youth to rent a unit with a voucher.
5. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
6. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.

31.03 VOUCHER

These vouchers are governed by the rules set forth in Public & Indian Housing Notice 2019-20, July 26, 2019, Housing Choice Voucher Program regulations at 24 CFR 982, and PIH 2025-08 as may be amended or superseded from time to time..

31.04 ADMINISTRATION

The City of Janesville Housing Authority will administer FYI-TPV vouchers under the same rules as regular Housing Choice Voucher Program vouchers except as described in the sections below. In general,

- A. FYI-TPV vouchers are issued to SWWDB and RCHS referrals only.
- B. The PHA is prohibited from utilizing a residency preference for the FYI Program.
- C. These vouchers are limited to 36 individual months of subsidy. Participants can be provided an additional 24 months assistance (two consecutive one-year extensions) under the following circumstances in at least 9 of the 12 months preceding the extension:
 - a. The Youth is engaged in education
 - b. The Youth is engaged in workforce development
 - c. The Youth is engaged in employment activities
- D. FYI-TPV vouchers will have its own monthly budget report as these vouchers have a separate funding stream. These vouchers are in addition to the Housing Authority's regular voucher allocation.
- E. FYI-TPV vouchers are eligible for portability in the same manner as the Housing Choice Vouchers.

- F. FYI-TPV requires an initial search term of 120 days. The PHA may grant a family one or more extensions of the initial voucher term. Each extension shall be for 90 days. In addition, the PHA will, on at least one occasion, notify the applicant prior to the initial term expiration to remind the participant of the pending expiration.

31.05 ELIGIBILITY

FYI-TPV vouchers are reserved for those families who meet HUD's definition of homeless youth. A youth must be certified by a PCWA as meeting the following conditions:

- Has attained at least 18 years and not more than 24 years of age;
- Has left foster care, or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 or older; and
- Is homeless or is at risk of becoming homeless.

Eligibility is not limited to single persons. Youth may be pregnant or have custody of minor children.

Eligibility will be extended to those who have Rock County as their county of origin.

SWWDB or RCHS will perform these verifications and keep the documentation in its file records.

31.06 WAITING LISTS

The City of Janesville Housing Authority will not create a waiting list for FYI-TPV applicants. These families may apply for under the City of Janesville Housing Choice Voucher Program when that waiting list is open while participating in the FYI-TPV program. All applicants for The City of Janesville Housing Choice Voucher Programs are placed on waiting lists in accordance with the policy and eligibility requirements at the time of application.

31.07 APPLICANT SCREENING

FYI-TPV applicants are subject to the same criteria as other voucher families. Applicant families that are ineligible will receive an Ineligibility Notice. The City of Janesville Housing Authority will copy the service provider point of contact with the Ineligibility Notice so they may assist the family.

31.08 EXAMINATIONS

All FYI-TPV families will be subject to regular (annual) income and composition examinations. Families are not required to maintain supportive services in order to remain eligible for FYI-TPV continuing assistance.

31.09 INSPECTION REQUIREMENTS

FYI-TPV vouchers will follow the inspection requirements as set forth in Policy 8 Dwelling Unit Approval.

31.10 MOVES AND PORTS

Families are eligible to port their FYI-TPV voucher to any housing authority that administers a voucher program. The City of Janesville Housing Authority will administer portability under standard HUD regulations and Policy 14.

POLICY 33 HOMEOWNERSHIP OPTION

33.01 PURPOSE

33.01.1 In accordance with Federal Regulations 24 CFR 982.625-982.643, the Janesville Housing Authority has elected to offer a homeownership option for families that are assisted under the City's HCV Rent Assistance Program. This option allows eligible participants to purchase a home and have their monthly assistance payment be used towards a mortgage payment, rather than a rental payment.

33.01.2 The homeownership option is intended to provide opportunities for families with low-income levels to become first-time homebuyers and remain stably housed. Through this option, the Housing Authority strives to help families build equity and wealth, demonstrate a commitment to equitable fair housing, promote housing stability, stem the decline and increase the homeownership rate, and provide a path to self-sufficiency.

33.02 ELIGIBILITY REQUIREMENTS FOR FAMILIES

33.02.1 To be eligible for homeownership assistance, a family must meet the following eligibility criteria:

- A. The family must be a current participating family with a minimum of one-year participation with the Janesville Housing Authority, be eligible to end their lease and move under Housing Authority policy and be in good standing (i.e., no pending termination or outstanding repayment agreements); and
- B. The family must meet first-time homebuyer requirements and be any of the following:
 - a. A first-time homeowner, or
 - b. A cooperative member, or
 - c. A family of which a family member is a person with disabilities and use of the homeownership option is needed as a reasonable accommodation; and
- C. The family must meet minimum income requirements
 - a. The annual income of the adult family members who will own the home is not less than the federal minimum wage multiplied by 2,000 hours, or
 - b. In the case of an elderly or disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone; or
 - c. The family can demonstrate that it has been pre-qualified or pre-approved for financing that meets financing qualifications and is in an amount sufficient to purchase housing that meets HQS in the City of Janesville; and
- D. The family must meet minimum employment requirements
 - a. Is currently employed on a full-time basis (working not less than an average of 30 hours/week), and

- b. Has been continuously employed during the year before homeownership assistance begins. In determining whether a family has been fully employed:
 - i. the Housing Authority will consider a change in employment where there is less than one-month interruption, if the change in employment was at the choice of the family and resulted in a higher income, and
 - ii. the Housing Authority will consider seasonal employment (i.e., educational field working 9 mos./year), if that employment averages not less than 30 hours/week over the course of the entire year, and is reasonably anticipated to continue, and
 - iii. the Housing Authority will consider self-employment,
 - iv. the Housing Authority may consider current lending institutional or underwriting standards or
- c. The family meets HUD's definition of an elderly or disabled family (defined in 5.043(b)), or a family includes a person with disabilities and the Housing Authority determines that an exemption is needed as a reasonable accommodation.

33.02.2 The family must not include an individual who was an adult member of a family when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

33.03 ELIGIBILITY REQUIREMENTS FOR HOUSING UNIT

33.03.1 The Housing Authority must determine that the housing unit satisfies all of the following requirements:

- A. The unit must meet HUD's eligible housing requirements. The unit is either a one-unit property or a single dwelling unit in a cooperative or condominium, or a manufactured home that is permanently installed on land that will be owned by the family (or where the family has the right to occupy the land for at least 40 years), and
- B. The unit may not be any of the following:
 - a. A public housing or Indian housing unit.
 - b. A unit receiving Section 8 project-based assistance.
 - c. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services.
 - d. A college or other school dormitory.
 - e. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- C. The unit has been inspected by the Housing Authority; and
- D. The unit has been inspected by an independent professional inspector designated and paid for by the family and licensed by the State of Wisconsin as a home inspector. The inspection must cover major building systems and components,

including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems, and

- E. The unit satisfies federal minimum Housing Quality Standards (HQS) at the time of purchase, and

33.03.2 The Housing Authority may not begin assistance if they have been informed that the seller of the home is debarred, suspended, or subject to a limited denial of participation.

33.03.3 If the unit is owned by the Housing Authority (or an entity substantially controlled by the Housing Authority), it must meet all of the following additional conditions:

- A. The Housing Authority must inform the family, both orally and in writing, that the family has the right to purchase any eligible unit, and a Housing Authority owned unit is freely selected by the family without Housing Authority pressure or steering, and
- B. The unit must not be ineligible housing type, and
- C. The Housing Authority must obtain the services of an independent entity, as defined in §982.4 and in accordance with §982.352(b)(1)(v)(B), to perform the following functions: inspect the unit for compliance with HQS, in accordance with §982.631(a); review the independent inspection report, in accordance with §982.631(b)(4); review the contract of sale, in accordance with §982.631(c); and determine the reasonableness of the sales price, in accordance with §982.632 and other supplementary guidance established by HUD.

33.04 HOMEOWNERSHIP COUNSELING

33.04.1 Before homeownership assistance can begin, the family must attend and satisfactorily complete homeownership counseling provided by a HUD-Certified Housing Counselor (pre-purchase counseling) working for an agency approved to participate in HUD's Housing Counseling Program. This homeownership counseling shall be completed no longer than two years before the home purchase.

33.04.2.1 The family must agree to participate in and attend, at least one post-purchase counseling session approximately six to twelve months after a home purchase. If implemented, additional post-purchase counseling requirements will be clearly outlined and agreed to in writing by the family and Housing Authority prior to the home purchase.

33.04.2.2 The Housing Authority may offer additional optional post-purchase counseling or activities as time and resources allow (i.e., Homeownership Club).

33.05 CONTRACT OF SALE AND DISAPPROVAL OF SELLER

33.05.1 Before homeownership assistance can begin, the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Housing Authority a copy of the contract of sale.

The contract of sale must:

- a. Specify the price and other terms of sale by the seller to the purchaser, and
- b. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser, and
- c. Provide that the family will arrange for Janesville staff to inspect the property for compliance with federal Housing Quality Standards (HQS).
- d. Provide that the purchaser is not obligated to purchase the unit unless the inspections and/or subsequent repairs are satisfactory to the purchaser, and
- e. Provide that the purchaser is not obligated to pay for any necessary repairs, and
- f. Not include any seller financing, and
- g. Include a seller certification that the seller has not been debarred, suspended, or subject to a HUD-issued limited denial of participation.

33.05.2.1 The family must obtain ownership of the property by fee-simple title. Assistance in obtaining ownership through a land contract is not allowable nor considered a form of homeownership. Land contracts, contracts for deed, or other installment contracts that do not convey fee simple title to the borrower are not eligible.

33.05.2.2 The Housing Authority may deny approval of a seller for any reason provided for disapproval of an owner as outlined in 24 CFR 982.306(c).

33.06 FINANCING AND AFFORDABILITY REQUIREMENTS

33.06.1 To be eligible for homeownership assistance, the following loan/mortgage product and affordability criteria must be met:

- A. The first mortgage product of the applicant must meet **all** of the following criteria:
 1. The applicant's proposed first mortgage loan must be a fixed interest rate product, to be fixed at the initial interest rate over the life of the loan. Mortgages with balloon payments, interest-only mortgages, and adjustable-rate mortgages will not be approved.
 2. The loan must include a provision for the escrow of property taxes and homeowner's insurance to be included in the first mortgage payment.
 3. An acceptable first mortgage loan may include one where there is no escrow for

homeowner's insurance offered by the first mortgage lender, provided that one full year of paid homeowner's insurance is documented at the time of closing and the proposed first mortgage meets all other underwriting criteria. In addition, the City of Janesville will be named as 'additional insured or loss payee' on the borrower's insurance policy.

4. The loan must not have a pre-payment or early payment penalty clause.
- B. The proposed housing debt-to-income level of the assisted household must not exceed 40% of the applicant's household monthly income. In making this calculation, the Housing Assistance Payment will be used as an offset of the housing payment. In addition, fixed sources of income where there is no provision for deduction of income taxes from the benefit received such as Social Security Retirement, Disability benefits, or child support payments will be "grossed" up by 25%.
 - C. The total debt-to-income level of the assisted household must not exceed 50% of the applicant's household income. In making this calculation, the Housing Assistance Payment will be used as an offset of the housing payment. In addition, fixed sources of income where there is no provision for deduction of income taxes from the benefit received such as Social Security Retirement, Disability benefits, or child support payments will be "grossed" up by 25%.
 - D. The lender must certify that they have evaluated the applicant's credit score and that they have a FICO credit score of 620 or greater.
 - E. Applicants are required to provide a minimum down payment of at least one-percent (1%) or one thousand dollars (\$1,000) of the purchase price, whichever is higher, from the family's personal resources.
 - F. The family shall not further mortgage their property without prior written approval from the Janesville Housing Authority. New or additional debt may be approved provided that the additional debt is used in a way that protects the interest of maintaining quality, affordable housing. Additional funds may be used to finance accessibility improvements or improvements to the home which maintain or increase its value so long as the total debt ratio on the property does not exceed initial eligibility requirements.

33.07 DOWN PAYMENT AND CLOSING COST ASSISTANCE

33.07.1 Families that are pursuing a homeownership option are encouraged to apply to the City of Janesville's Down Payment and Closing Cost Assistance Program. At the time this policy was adopted, eligible families could receive financial assistance of up to \$10,000 towards the down payment and closing costs of the purchase of their home. The loan is structured to be forgiven over 5 years with continued ownership and

occupancy. This program is funded by the federal HOME Investment Partnership Program and is separate from the homeownership option. Families must separately meet the eligibility criteria of the Down Payment and Closing Cost Assistance Program to be eligible for assistance and must comply with the terms and conditions of that Program.

33.08 CONTINUED ASSISTANCE REQUIREMENTS AND FAMILY OBLIGATIONS

33.08.1 Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the Housing Authority may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund the homeownership assistance for any portion of the month that the family moves out.

33.08.2.1 The family must comply with the following obligations:

- a. The family must attend and complete any required post-purchase housing counseling.
- b. The family must comply with the terms of any mortgage-securing debt incurred to purchase the home (or any refinancing of such debt).
- c. The family must not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member so long as the home is solely occupied by remaining family members.
- d. The family must supply information to the Housing Authority as specified in 24 CFR 982.551(b). The family must supply information required by the Housing Authority concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- e. The family must notify the Housing Authority before moving out of the home.
- f. The family must notify the Housing Authority if the family defaults on the mortgage used to purchase the home.
- g. No family member may have any ownership interest in any other residential property.
- h. The family agrees to maintain the property in compliance with federal minimum Housing Quality Standards and will allow for a housing quality inspection once after the first year of ownership. The family will allow for additional housing quality inspections if requested by the Housing Authority based upon exterior property maintenance concerns/complaints.
- i. The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551 (c), (d), (e), (f), (g) and (j).

- j. The family agrees to execute a statement of family obligations in the form prescribed by HUD. In this statement, the family agrees to comply with all family obligations under the homeownership option.

33.09 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

33.09.1 Except in the case of a family that qualifies as an elderly or disabled family, other family members described below shall not receive homeownership assistance for more than:

- A. Fifteen years, if the initial mortgage incurred to finance the purchase of the home has a term of 20 years or longer; or
- B. Ten years, in all other cases.

33.09.2 The maximum term described in Section 33.09.1 above applies to any member of the family who:

- A. Has an ownership interest in the unit during the time that homeownership payments are made; or
- B. Is the spouse of a member of the household who has an ownership interest in the unit during the time homeownership payments are made.

33.09.3 In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance.

33.09.4 In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance, the family qualifies as a disabled family.

33.09.5 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 homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

33.09.6 If an assisted family has received assistance for different homes, or from different Housing Authorities, the total of such assistance terms is subject to the maximum term described in Section 33.09.1.

33.10 MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENT

33.10.1 While the family is residing in the home, the Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- A. The payment standard minus the total tenant payment; or
- B. The family's monthly homeownership expenses minus the total tenant payment.

33.10.2 The payment standard for the family is the lower of:

- A. The payment standard for the family unit size; or
- B. The payment standard for the size of the home.

33.10.3 If located in an exception payment standard area, the Housing Authority will use the appropriate payment standard for the exception payment standard area.

33.10.4 The payment standard amount may not be lower than what the payment standard amount was at the commencement of homeownership assistance.

33.10.5 The Housing Authority shall use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

33.10.6 In determining the amount of homeownership expenses, the Housing Authority will include the following amounts:

- A. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance the purchase of the home.
- B. Real estate taxes and public assessments on the home.
- C. Homeowner's insurance.
- D. An allowance for maintenance expenses in the amount equal to 1% of the home's appraised value per year.
- E. An allowance for costs of major repairs and replacements equal to 1% of the home's appraised value per year.
- F. Utility allowance for the home.
- G. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the Housing Authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;

H. For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

33.10.7 The Housing Authority will pay the homeownership assistance payments directly to the family, or at the mutual request of the family and lender, the Housing Authority may make payment directly to the lender on behalf of the family.

33.10.8 Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. The Housing Authority may, in its sole discretion, grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

33.11 PORTABILITY

33.11.1 A family may qualify to move outside the City of Janesville (Initial Housing Authority) with continued homeownership assistance under the voucher program.

33.11.2 A family determined to be eligible for homeownership assistance by the Janesville Housing Authority may purchase a unit outside of the City of Janesville municipal limits if the receiving Housing Authority is administering a voucher homeownership program and is accepting new homeownership families.

33.11.3 Except where they do not apply to the homeownership option, the same portability procedures apply to the homeownership option as the HCV Program. For example, issuance of a voucher and execution of a tenancy addendum do not apply to the homeownership option.

33.11.4 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 and will notify the Janesville Housing Authority if a family has purchased an eligible unit or if they were unable to do so within the time allowed.

33.12 MOVING WITH CONTINUED ASSISTANCE

33.12.1 A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance in accordance with the following:

- A. Before continuing assistance with another unit under the homeownership option, the Housing Authority must determine that all initial eligibility requirements are met, except the Housing Authority will not require additional homeownership counseling and the requirement to be a first-time homeowner is not applicable.
- B. The Housing Authority may permit the family to move to a new unit with continued voucher rental assistance at the family's request if the family is current on their

mortgage payments, property taxes, and utility bills or sells their home and fully meets their mortgage obligation within 90 days of the judgement or order of foreclosure.

- C. Continued assistance may not begin for a new unit so long as any family member owns any title or other interest in the prior home. However, when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in the Violence Against Women Act, and the move is needed to protect the health or safety of the family or has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's request to move, such family or family member may be assisted with continued tenant-based assistance even if such family or family member owns any title or other interest in the prior home.
- D. The Housing Authority will deny permission to move to a new unit with continued voucher assistance as outlined in Policy 14.03, including limits on the number of moves within a 12-month period and restrictions when the Housing Authority is experiencing a funding shortfall.
- E. The Housing Authority will deny permission to move if the Housing Authority has begun, or there are grounds for, termination in accordance with Policy 31.13.

33.13 DENIAL OR TERMINATION OF ASSISTANCE

33.13.1 The Housing Authority will terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family in accordance with the following:

- A. The Housing Authority must terminate voucher homeownership assistance for any member of the family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- B. The Housing Authority will deny or terminate assistance in accordance with Policy 18, Program Terminations, and 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).
- C. The Housing Authority will deny or terminate assistance for failure to comply with family obligations under the program in accordance with 24 CFR 982.551 (Obligations of participant) and 24 CFR 982.633 (Homeownership option: Continued assistance requirements; family obligations).

33.14 PROGRAM ADMINISTRATION

33.14.1 The Housing Authority reserves the right to limit the number of families participating in the Homeownership Option to manage staff time and commitment to the program within available resources.

33.14.2 Should it become necessary to limit participation, interested families will be prioritized based upon homeownership readiness (income and employment eligibility, credit score and down payment savings) and date and time of expressed interest.

POLICY 34 PROJECT BASED VOUCHERS (PBV)

34.0 INTRODUCTION

The City of Janesville Public Housing Authority (PHA) administers a Project-Based Voucher (PBV) Program as part of its Housing Choice Voucher (HCV) Program. PBVs are a form of Section 8 assistance where rental subsidies are attached to specific housing units rather than being tenant-based.

The Project-Based Voucher (PBV) Program is administered in accordance with 24 CFR Part 983, the Housing Opportunity Through Modernization Act of 2016 (HOTMA), HUD's Voucher Final Rule (effective June 6, 2024), and related notices. The City of Janesville Community Development Authority (CDA) adopts this policy to establish local procedures for the selection, administration, and oversight of PBV assistance.

Where HUD provides the CDA discretion, this Administrative Plan defines local policy. All other provisions of the Administrative plan apply except for the following PBV specific items:

34.1 ALLOCATION OF PBV UNITS

The CDA may project-base up to 20 percent of its authorized voucher baseline. In addition, up to 10 percent of units may be project-based if they are:

- For homeless families,
- For households with disabilities,
- For elderly households, or
- Located in areas where tenant-based vouchers are difficult to use, as determined by HUD.

Policy: The CDA will prioritize PBV allocations in projects that expand affordable housing opportunities within Janesville and support local housing needs.

34.2 LIMIT ON NUMBER OF PBV UNITS IN A PROJECT

24 CFR 983.56 limits the number of PBV units per project. The CDA will apply the following:

- No more than the greater of 25 units or 25 percent of the total units in a project may be PBV-assisted.
- Exceptions: Elderly-only projects, housing for persons with disabilities, and supportive services projects are exempt. For PBV units that qualify as excepted units based on supportive services, the CDA will ensure that:
 - Services are defined in the HAP contract and supportive service program, including type, frequency, provider, and accessibility
 - Services are available at the time of occupancy.
 - Services promote independence and may include FSS-participant services, case management, employment readiness, childcare, or financial literacy.
- Units in 1–4-unit buildings are exempt.

34.3 PROJECT SELECTION PROCEDURES

Regulation: 24 CFR 983.51 requires public notice of PBV availability.

Policy: The CDA may select PBV proposals by:

1. **Competitive Selection:** Using CDA procurement and RFP processes.
2. **Previous Competitive Process:** Accepting proposals already selected through another competition (e.g., WHEDA LIHTC awards), if consistent with HUD rules.

Notices will include selection criteria, submission deadlines, and evaluation procedures. CDA staff will score proposals based on:

- Housing need in Janesville,
- DE concentration and fair housing impact,
- Owner qualifications and management capacity,
- Financial feasibility, and
- Supportive services (if applicable).

34.4 SITE SELECTION STANDARDS

Per 24 CFR 983.57, PBV-assisted sites must:

- Promote DE concentration of poverty,
- Be accessible to employment, schools, and transportation,
- Comply with civil rights and fair housing standards,

- Not be located in environmentally hazardous areas,
- Expand or preserve housing opportunities within the City.
- For City of Janesville owned PBV units an independent entity (with no identified interest) will perform required oversight functions, including rent reasonableness determinations, approval of substantial improvements, and certification of project completion.

Policy: The PHA will conduct environmental reviews and assess fair housing impacts prior to HAP approval.

34.5 HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

The PHA will enter into a HAP contract with the owner for approved PBV units.

- **Term:** Initial HAP contracts may be up to 20 years.
- **Extensions:** The CDA may approve extensions up to 20 additional years, subject to funding and need.
- **Owner Obligations:** Owners must maintain units to HQS and comply with nondiscrimination, reporting, and lease enforcement requirements.

34.6 RENT DETERMINATION

PBV rents must not exceed the lowest of:

- 110% of the FMR (or HUD-approved exception payment standard),
- The reasonable rent, or
- The rent charged for comparable unassisted units.

Annual Adjustments: Owners may request rent increases once annually. CDA staff will review for compliance with HUD rules, market comparability, and funding availability.

Utilities: Utility allowances will be established consistent with CDA HCV policies.

34.7 INSPECTIONS

- Units must pass HQS, NSPIRE or any other standard as required by HUD inspection before execution of the HAP contract.
- PBV units shall also comply with any and all State and Local code requirements.
- The PHA will inspect PBV units biennially or more frequently if required.
- Failed inspections must be corrected within the timeframe set by PHA.
- The PHA may abate or terminate HAP payments if units remain out of compliance.

34.8 PARTICIPANT SELECTION

The PHA may establish separate PBV waiting list or permit owner-maintained, site-based lists subject to the City of Janesville approval

The Housing Authority retains authority over eligibility determinations and issuance of PBV offers.

Families removed from the PBV waiting list due to rejection of a unit may remain on the tenant-based waiting list in accordance with policy unless other grounds for removal exist. If an owner rejects a family, the owner will provide documentation to the PHA regarding the reason for the denial.

- The PHA may maintain site-based waiting lists for PBV units.
- Applicants will be notified of PBV availability and given the opportunity to be placed on site-based lists.
- Selection will follow federal requirements.
- Owners may apply tenant screening criteria, provided they comply with fair housing law.

34.9 INITIAL ELIGIBILITY

Families selected for PBV units must:

- Meet HCV income eligibility requirements (generally $\leq 50\%$ of Area Median Income),
- Provide required documentation and verifications,
- Satisfy PHA family obligations.

If an applicant is ineligible for the PBV program, the PHA will provide written notice with appeal rights.

34.10 LEASE AND OCCUPANCY

- **Lease Term:** Initial lease must be at least one year.
- **HUD Tenancy Addendum:** Must be included in all PBV leases.
- **Owner Termination:** Permitted only for serious/repeated lease violations, violations of law, or other good cause under Wisconsin landlord-tenant law.
- **Tenant Termination:** Families may terminate with proper notice under state law.

34.11 OVER- AND UNDER-OCCUPIED UNITS

If a family occupies a PBV unit that is the wrong size or an accessible unit without need,:

- CDA will attempt to transfer the family to another appropriately sized PBV unit, or
- Provide a tenant-based voucher at the next available opportunity.

34.12 MOVES WITH CONTINUED ASSISTANCE

- Families may move from a PBV unit after one year of occupancy and request tenant-based assistance.
- CDA will provide the next available tenant-based voucher.
- Moves are subject to availability and portability rules.

34.13 TERMINATION OF ASSISTANCE

The PHA may terminate PBV assistance under the same policies as tenant-based assistance (see Policy 18 – Program Terminations). Reasons include:

- Failure to comply with family obligations,
- Fraud or misrepresentation,
- Serious lease violations,
- Criminal activity, or
- Funding shortfalls.

Owners may terminate tenancy in accordance with Wisconsin law and HUD regulations.

34.14 INFORMAL REVIEWS AND HEARINGS

Applicants and participants in the PBV program retain the same rights to informal reviews and hearings outlined in Policies 20–22 of this Plan.

34.15 EQUAL OPPORTUNITY AND FAIR HOUSING

The CDA and PBV owners must comply with all applicable federal, state, and local nondiscrimination laws, including:

- The Fair Housing Act,
- Section 504 of the Rehabilitation Act,
- Americans with Disabilities Act,
- Title VI of the Civil Rights Act, and
- HUD’s Equal Access Rule.

Reasonable Accommodation: The PHA and owner will provide accommodations to ensure full program access for persons with disabilities.

VAWA Protections: Victims of domestic violence, dating violence, sexual assault, or stalking will not be denied admission, terminated, or evicted solely on the basis of being a victim.

34.16 ADMINISTRATIVE PLAN MAINTENANCE

The City of Janesville will update this section of the Administrative Plan as HUD issues further HOTMA guidance. Amendments will be subject to public process and CDA approval.

Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 04/30/2026)

OMB Burden Statement: The public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. As surances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 982.401. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

A. General Information			Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise; 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
Inspected Unit		Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)			
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			

B. Summary Decision On Unit (To be completed after form has been filled out)				
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/>	Fail			
<input type="checkbox"/>	Inconclusive			

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear		____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)
1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Accessibility for Individuals with Disabilities

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes ~~XXXXXXXXXX~~ [~~AAA~~
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave ___
6. Is there anything else you want to tell us? (specify) Yes ~~XXXXXXXXXX~~ [~~AAA~~

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is required to establish terms between the PHA and the owner prior to execution of a HAP contract for PBV assistance as provided in §983.152. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.152. The information is being collected to establish the agreement between the PHA and owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is between:

_____ (“PHA”) and

_____ (“owner”).

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract (“HAP Contract”) units to in accordance with Exhibit B and to comply with Housing Quality Standards (“HQS”), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

_____ Single-stage project

- i. Effective Date for all contract units: _____
- ii. Date of Commencement of the Work: The date for commencement of work is not later than _____ calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than _____ calendar days after the effective date of this Agreement.

_____ Multi-Stage Project

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

1.5 Nature of the Work

_____ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.

_____ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner’s control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
 - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
 - _____ A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - _____ An architect’s or developer’s certification that the housing complies with:
 - _____ the HQS;
 - _____ State, local, or other building codes;
 - _____ Zoning;

_____ The rehabilitation work write-up for rehabilitated housing;

_____ The work description for newly constructed housing; or

_____ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.
- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.
- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

- B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.
- C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.
- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.

B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement of HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

A. The owner certifies, to the best of the owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

- B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
 - 1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 - 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;

3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35
7. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
8. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
9. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
10. HUD’s Equal Access Rule at 24 CFR 5.105.

The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

Equal Employment Opportunity

Section 2.1 applies only to construction contracts of more than \$10,000.

_____ Labor Standards Requirements

Sections 2.3, 2.7, and 2.9 apply only when this Agreement covers nine or more units.

_____ Flood Insurance

Section 2.10 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART II

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2.1 Equal Employment Opportunity

- A. The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided

by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor of will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order

as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
- C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.
- D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Reserved

2.3 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.3 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.3. (Note: Sections 2.3(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the

Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at: <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his

or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and

individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.3(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.3(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor

standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2.4 Reserved

2.5 Reserved

2.6 Reserved

2.7 Wage and Claims Adjustments

The owner shall be responsible for the correction of all violations under section 2.3, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.3. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.3.

2.8 Reserved

2.9 Evidence of Unit(s) Completion; Escrow

- A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.3 and 2.7 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.
- B. The escrows required under this section and section 2.7 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.10 Flood Insurance

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if

the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.



**CITY OF JANESVILLE
RENT ASSISTANCE PROGRAM
ADMINISTRATIVE PLAN**

**JANESVILLE COMMUNITY
DEVELOPMENT AUTHORITY
18 North Jackson Street
Janesville, WI 53548**

Approved 9/17/2025

TABLE OF CONTENTS

Policy #		Page #
1.	Plan and Program Purpose and Organization.....	1-2
2.	Definitions.....	3-25
3.	Outreach/Expanding Housing Opportunities.....	26-27
4.	Wait List Management.....	27-29
5.	Selection of Applicants from Wait List(s).....	30-32
6.	Program Eligibility.....	33-42
7.	Voucher Issuance.....	43-45
8.	Dwelling Unit Approval.....	46-54
9.	Release of Tenant Information.....	55
10.	Approval of Owners.....	56-58
11.	Leasing.....	59
12.	Changes in Income, Expenses, Assets, and Family Composition.....	60-62
13.	Minimum Rent.....	63-64
14.	Moving with Continued Assistance.....	65-70
15.	Absence from Unit.....	71
16.	Family Break-up/Deceased Head of Household.....	72-73
17.	Payment Standards.....	74-76
18.	Program Terminations.....	77-82
19.	Termination of Lease.....	83
20.	Informal Review for Applicants.....	84

TABLE OF CONTENTS

<u>Policy #</u>	<u>Page #</u>
21. Informal Hearing for Participant.....	85-86
22. Informal Hearing Procedures.....	87-88
23. RESERVED	89
24. Approval of Live-In Aide.....	90-91
25. Family Self-Sufficiency (FSS) Program.....	91-92
26. Verification of Information.....	93-95
27. Equal Opportunity and Fair Housing Policy.....	96
28. Reasonable Accommodation.....	97
29. Violence Against Women Act.....	98-101
30. Termination of Assistance Due to Insufficient Funding.....	102-103
31. Conflict of Interest.....	104
32. Fostering Youth to Independence (FYI).....	105-111
33. Homeownership Option.....	112-122
34. Project Based Vouchers (PBV).....	122-127

POLICY 1
PLAN AND PROGRAM PURPOSE AND ORGANIZATION

1.01 PURPOSE

The purpose of the Administrative Plan is to establish policies for items which are not clearly defined under Federal Regulations for the Section 8 Housing Choice Voucher Program (hereinafter referred to as the “Program”) operated by the Janesville Community Development Authority. The plan covers both admission to and continued participation in the Program. Changes to the Plan will be approved by the Janesville Community Development Authority.

The Janesville Community Development Authority (CDA) is responsible for complying with Federal Statute and HUD regulations pertaining to the Program. This Plan is subject to changes in all Statutes and Federal Regulations. In the event of a discrepancy, Statute and Regulation will supersede the Administrative Plan.

The Program’s objectives are to provide rental assistance to eligible low-income households, to provide safe, decent and sanitary housing to low income households in the City of Janesville, and to offer a Family Self Sufficiency Program. All households served by this Program will reside in housing units that meet Housing Quality Standards as specified in 982.401 of the Code of Federal Regulations (CFR).

1.02 PROGRAM DEFINITION

1.02.1 The Rent Assistance Program, as administered by the Janesville Community Development Authority, is a program designed to assist very low-income families in renting, or continuing to rent, decent, safe, and sanitary housing at costs which they can afford. The Community Development Authority will comply with HUD regulations for Section 8 Existing and Housing Voucher Programs (CFR 24, Chapter VIII, Parts 982 and Administrative Handbook 7420.7) in administration of the program. The Janesville Community Development Authority is created pursuant to Section 66.4325 of the Wisconsin Statutes.

1.02.2 The Authority will also operate a Family Self-Sufficiency (FSS) Program. The FSS Program will enable families participating in the Rent Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient. The goal of the FSS program is to develop opportunities for clients participating in the program. Clients will be connected to agencies and organizations in the community who will help them achieve their goals.

1.03 STAFFING

The following staff, under the direction of the Neighborhood & Community Services Director, will administer the Rent Assistance program.

- Housing Services Director (part-time)
- Housing Specialist (2)
- Housing Inspection and Compliance Coordinator (part-time)
- Housing Support Clerk (part-time)

1.04 ACTIVITIES AND RESPONSIBILITIES

The Janesville Community Development Authority shall be responsible for and complete the following activities:

- Monitors the Housing Authority's ability to meet statutory, regulatory, and contractual obligations.
- Establishes program policies and procedures.
- Approves, reviews and monitors annual budget and reviews monthly budget performance.
- Develops and approves the Housing Authority's 5-Year Plan, including: mission, goals and objectives, and assessment of housing needs.
- Reviews the Housing Authority's annual audit.
- Actively participates in Board meetings.

Rent Assistance Program staff shall be responsible for and complete the following activities:

- Conducts program outreach.
- Determines participant eligibility.
- Inspects and ensures housing is decent, safe and sanitary.
- Ensures that rent amounts are reasonable and affordable.
- Reviews and approves leases.
- Conducts annual and periodic eligibility and assistance reviews.
- Maintains relationship with, and encourages program participation of, rental property owners.
- Investigates potential program fraud and takes appropriate action.
- Undertakes activities in support of Family Self Sufficiency Program.
- Undertakes activities to promote fair housing.

POLICY 2 DEFINITIONS

2.01 DEFINITIONS

In order to provide clarification, the following terms used in this plan shall be defined as follows:

Abatement

Stopping HAP payments to an owner with no potential for retroactive payment

Absorption

For purposes of subpart H, the point at which a receiving PHA starts making assistance payments with funding under its consolidated ACC, rather than billing, the initial PHA.

Admission

The point when the family becomes a participant in the 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) in the tenant-based program.

Affiliated Individual

With respect to an individual under the Violence Against Women's Act (VAWA), an affiliated individual is a spouse, parent, sibling or child of that individual, or an individual to whom that individual stands in the place of a parent or guardian; or any individual, tenant, or lawful occupant living in the household of that individual.

Annual Income after Allowances

The gross annual income after making allowable deductions for:

- Dependents (\$480 for each minor or as adjusted annually for inflation);
- Elderly or Disabled Family Status (\$525 for each family);
- Child Care (amounts paid by the family for care of minors under 13 years of age, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further their education and the amount must be reasonable, not otherwise reimbursed and not exceed the amount of employment income;
- Medical expenses anticipated during the 12-month period for which the annual income is computed, which are not covered by insurance, and which exceeds 10% of the annual income (for elderly or disabled families only).
- Disability expenses (attendant care and auxiliary apparatus for family members with disabilities. Attendant care, only where such care is necessary to enable a family member to be employed, not otherwise reimbursed, not to exceed the amount of employment income and which exceeds 3% of the annual income).

Allowance for Utilities and Other Services ("Allowances")

An amount which serves as an allowance for the cost of utilities (except telephone and cable television) and charges for other services payable directly by the family. Where the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the Gross Rent in determining the Contract Rent and is included in the Total Tenant Payment.

Annual Income

Annual income includes, with respect to the family:

All amounts not specifically excluded received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of head of household, plus unearned income by or on behalf of each dependent who is under 18 year of age.

When the value of net family assets exceeds \$50,000 (which HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determine by HUD.

Annual income **does not** include the following:

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
 - a. For an irrevocable trust or a revocable trust outside of the control of the family or household excluded from the definition of family assets:
 - i. Distributions of the principal or corpus of the trust; and
 - ii. Distributions of income from the trust when the distributions are used to pay the cost of health
 - b. For a revocable trust under the control of the family or household, any distributions from the trust; except that nay actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under the 18 years of age.
4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of a law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child, or foster adult as defined.
9. Educational expenses listed below:
 - a. Any assistance that section 479B of the Higher Education Action of 1965, as amended (20 U.S.C. 1087uu), requires to be excluded from a family's income (e.g., Federal Pell Grants, Teach Grants, Federal Work Study Programs, Federal Perkins Loans, Student financial assistance received under the Bureau of Indian Education, Higher Education Tribal Grant, Tribally Controlled College or Universities Grant Program, Employment training program under Section 134 of the Workplace Innovation and Opportunity Act (WIOA), etc.); and
 - b. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education and not residing in an assisted unit.
 - i. Student financial assistance, for the purpose of this paragraph (9)(b), means a grant or scholarship received from-
 1. The Federal government
 2. A State, Tribe, or local government
 3. A private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3)
 4. A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
 5. An institution of higher education
 - ii. Student financial assistance, for purposes of this paragraph (9)(b) does not include-
 1. Any assistance that is excluded in (9)(a) of this section;
 2. Financial support provided to the student in the form of a fee for services performed (e.g., work study or teaching fellowship that is not excluded in (9)(a)
 3. Gifts, including gifts from family or friends: or
 4. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(a), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head

of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

- iii. Student financial assistance must be:
 - 1. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
 - 2. Expressly to assist a student with the cost of higher education; or
 - 3. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual cost of housing while attending the education institution and not residing in an assisted unit.
- iv. Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with (9)(b).
- v. When the student is also receiving assistance excluded under (9)(b) of this section, the amount of student financial assistance is determined as follows:
 - 1. If the amount of assistance excluded is equal to or exceeds the actual covered costs of this section, none of the assistance described in this section is considered student financial assistance excluded from income.
 - 2. If the amount of assistance excluded under this section is less than the actual covered costs, the amount of assistance that is considered student financial assistance excluded under this paragraph is the lower of:
 - a. the total amount of student financial assistance received; or
 - b. the amount by which the actual covered costs exceed the assistance excluded.

10. Income and distributions from and Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State or local government.

11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

12. Programs

- a. Amounts received by a person with a disability that are disregarded for a limited time for the purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

- b. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - c. Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.
 - d. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, 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 unless those amounts are excluded
13. Reparation payments paid by a foreign government pursuant to the claims filed under the laws of that government by a person who was persecuted during the Nazi era.
 14. Earned income for dependent full-time students in excess of the amount of the deduction for a dependent.
 15. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent.
 16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum or in prospective monthly amounts, or an deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
 17. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
 18. 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.
 19. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
 20. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

21. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
22. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in [paragraph \(b\)](#) of this section apply (e.g., ABLE accounts)
23. Replacement housing “gap” payments made in accordance with [49 CFR part 24](#) that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
24. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
 - a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
 - b. Direct Federal or State payments intended for economic stimulus or recovery.
 - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - e. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
 - g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
25. Civil rights settlements or judgments, including settlements or judgments for back pay.
26. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
27. Income earned on amounts placed in a family's Family Self Sufficiency Account.

28. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

- a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be 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; and
- b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

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

Earned income will be converted to annual income as follows: multiply hourly wages by the number of hours worked/year, multiply weekly wages by 52, multiply bi-weekly wages by 26, multiply semi-monthly wages by 24, and multiply monthly wages by 12. Income that is unpredictable will be based upon the average of 4 consecutive weeks' worth of current income.

Applicant (Applicant Family)

A family that has applied for admission to a program but is not yet a participant in the program.

Assets and Asset Income

Assets include: amounts in savings and checking accounts; cash value of trusts that are available to a family; stocks, bonds, savings certificates, money market funds, and other investment accounts; equity in real property; retirement savings account; contributions to company retirement/pension funds if any member has access to the asset; assets that, although owned by more than one person, allow unrestricted access by the applicant; one time lump sum payments when these payments are retained and verified; personal property held as an investment; and cash value of life insurance policies. The value of a savings account or a checking account shall be the current balance.

Annual income from assets greater than \$50,000 is the greater of either: (1) actual income resulting from all net family assets; or (2) a percentage of the value of such assets based upon a passbook savings rate established by the PHA within 75 basis points (plus or minus .75%) of the Savings National Rate in effect at the time the PHA establishes the passbook rate.

Assisted Living Facility

A public facility, proprietary facility, or facility of a private nonprofit corporation that:

- (1) is licensed and regulated by the State;
- (2) makes available to resident's supportive services to assist the residents in carrying out activities of daily living, such as bathing, dressing, eating, getting in and out of bed or chairs, walking, going outdoors, using the toilet, laundry, home management, preparing meals, shopping for personal items, obtaining and taking medication, managing money, using the telephone, or performing light or heavy housework, and which may make available to residents home health care services, such as nursing and therapy; and
- (3) provides separate dwelling units for residents, each of which may contain a full kitchen and bathroom, and which includes common rooms and other facilities appropriate for the provision of supportive services to the residents of the facility.

An assisted living facility may also be referred to as residential care facilities, adult care facilities, congregate care facilities or group homes as long as they meet the requirements above. A person residing in an assisted living unit must not require continual medical or nursing care.

Bifurcate

With respect to a Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Co-head

An individual in the household who is equally responsible for the lease with the head of the household. A co-head may, but is not required to, be a spouse. A co-head may not be a dependent and must be 18 years of age or over.

Contract Rent

The rent payable to the owner under their contract including the portion of the rent payable by the family and Public Housing Authority or HUD on family's behalf. In the case of a cooperative, the term "Contract Rent" means charges under occupancy agreements between the members and the cooperative.

Cooperative

Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in the management of the housing.

Cooperative Member

A family of which one or more members owns membership shares in a cooperative.

Dating Violence

The term "dating violence" means violence committed by a person:

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

Day Laborer

An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Income earned as a day laborer is not considered nonrecurring income under 24 CFR § 5.609(b)(24) and must be included unless specifically excluded in 24 CFR § 5.609(b) (i.e. earnings of a full-time student in excess of the dependent deduction (24 CFR §§ 5.609(b)(3), (b)(14), etc.).

De minimis Errors

Per 24 CFR §5.609 (c)(4) the PHA will not be considered out of compliance with requirements solely due to de minimis errors in calculation family income. A de minimis error is where the PHA determination of the family income deviates from the correct determination by not more than \$30 per months in monthly adjusted income (\$360 in annual adjusted income) per family. The PHA must take any corrective action necessary to credit or repay a family if the family has been overcharged for their family share as a result of the error. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent or family share.

Dependent

A member of the family (which excludes 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.

Disabled Family

A family whose head (including cohead), spouse, or sole member is a person with disabilities; 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

For the purposes of receiving the disabled household deduction, the dependent allowance, the allowance for medical expenses, and/or the allowance for disability assistance expenses, HUD considers a person disabled if:

- (A) They have a disability as defined in the Social Security Act (42 U.S.C. 423).
- (B) They are determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that: is expected to be of long-continued and indefinite duration, substantially impedes their ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable living conditions.
- (C) They are functionally disabled as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)).

For purposes of granting a reasonable accommodation request under the Fair Housing Act, the Americans with Disabilities Act, §504 of the Rehabilitation Act of 1973, and state and local laws protecting the rights of the disabled, the CDA will interpret the definition of “disabled person” consistent with definitions provided in the applicable statute, regulation or ordinance.

The Fair Housing Act defines handicap as: “a physical, mental or emotional impairment that substantially limits one or more of a person’s major life activities; has a record of such impairment; or is regarded as having such an impairment”. The physical or mental impairment can include practically any condition, disease, illness, disfigurement or disorder, as long as the impairment substantially limits one or more major life activities.

Displaced Family

A family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws. The displacement must be for reasons beyond their control and must be expected to last a minimum of 60 days.

Displaced Homemaker

The term means an individual who-

- (A) is an adult;
- (B) has not worked full-time, full-year in the labor force for a number of years but has, during such years, work primarily without remuneration to care for the home and family; and
- (C) is unemployed or underemployed and is experiencing difficulty obtaining or upgrading employment.

Domestic Violence

The term ‘domestic violence’ includes felony and misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws for the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a

pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who-

- (A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- (B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- (C) shares a child in common with the victim; or
- (D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

Drug

A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

Drug-Related Criminal Activity

The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

Earned Income

Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare assistance, Social Security, and other governmental subsidies/benefits), or any cash or in-kind benefits.

Economic Abuse

The term 'economic abuse', in the context of domestic violence, dating violence, and abuse in later life means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use/ or maintain economic resources to which they are entitled. Including using coercion, fraud, or manipulation to-

- (A) restrict a person's access to money, assets, credit, or financial information;
- (B) unfairly use a person's personal economic resources, including money, assets, and credit for one's own advantage; or
- (C) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interest of a person whom one has a fiduciary duty.

Elderly Family

A family whose head (including cohead), 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.

Eligible Immigrants

Eligible immigrants are noncitizens and non-nationals of the United States who are residing in the United States and able to provide verification according to HUD and INS guidelines that they are eligible to receive federal housing assistance.

The Housing Authority shall require those persons claiming to be eligible immigrants to provide verification of status according to the following two categories:

(A) Persons who are 62 years or older:

Self-certification of eligible immigrant status; and Proof of age.

(B) Persons who are under 62 years of age:

Self-certification of eligible immigrant status.

Verification form for INS SAVE system:

One or more of the following acceptable INS documents:

- a. Resident Alien Card (I-551)
- b. Alien Registration Receipt Card (I-151)
- c. Arrival-Departure Record (I-94)
- d. Temporary Resident Card (I-688)
- e. Employment Authorization Card (I-688B)
- f. Receipt issued by INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

Each family must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending, except that assistance to applicants may be delayed while a Hearing is pending.

Exception Payment Standard

A payment standard either below 90 percent or above 110 percent of HUD's fair market rent.

Extremely Low-Income Family

A family whose gross annual income does not exceed 30% of the median income for Rock County (adjusted for family size) as determined by the Secretary of the Department of Housing and Urban Development (HUD).

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. In the HCV program, the FMR may be established at the ZIP code level (see definition of Small Area Fair Market Rents), metropolitan area level, or non-metropolitan county level.

Family

A person or group of persons approved to reside in a unit with assistance under the program. As defined by HUD at 24 CFR 5.403, the term family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (A) A single person, who may be:
 - a. An elderly person, displaced person, disabled person, near-elderly person or any other single person; or
 - b. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
- (B) A group of persons residing together, and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family; and
 - f. The remaining member of a tenant family.

A minor who is out of the household for more than 180 calendar days and who is not in verified foster care will not be considered a member of the household.

Family Composition

See definition of family above.

Family Unit Size

The appropriate number of bedrooms for a family, as determined by the Occupancy Standards.

Family Self-Sufficiency (FSS) Program

A voluntary program whose goal is to enable families participating in the Rental Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient.

First-time homeowner

In the Homeownership Option: 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. The term “first-time homeowner” includes a single parent or displaced homemaker who, while married, owned a home with their spouse, or resided in a home owned by their spouse.

Fixed-Income

Fixed-income includes income from:

- a. Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI)
- b. Federal, state, local, and private pension plans; and
- c. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments

Foster Adult

A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Foster Child

A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Full Time Student

A person who is attending school or vocational training on a full-time basis

Gender Expression

A person’s gender-related self-identity, appearance, expression, or behavior, regardless of the person’s assigned sex at birth. See also Gender Identity.

Gender Identity

Actual or perceived gender-related characteristics.

Gross Rent

The sum of the rent to owner plus any utility allowance.

Health and Medical Expenses

Any cost incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

Homeowner

In the Homeownership Option: A family of which one or more members owns title to the home.

Homeownership Assistance

Monthly assistance for a family under the homeownership option paid to the family, or to a mortgage lender on behalf of the family.

Homeownership Expenses

In the Homeownership Option: A family's allowable monthly expenses for the home, as determined by the PHA in accordance with HUD requirements (see § 982.635).

Homeownership Option

Assistance for a homeowner or cooperative member under § 982.625 to § 982.641. A special housing type

Household

A household includes everyone who lives in an assisted unit. A household includes: family members, live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP)

The monthly assistance payment by the PHA, which includes: a payment to the owner for rent to the owner under the family's lease and an additional payment to a utility company (on behalf of the family) for utilities if the total assistance payment exceeds the rent to owner.

Housing Authority (HA)

The Janesville Community Development Authority responsible for administering the Rent Assistance Program. The Housing Authority may also be referred to as the Public Housing Authority (PHA).

Housing Quality Standards (HQS)

The minimum quality standards developed by HUD in accordance with 24 CFR 5.703 for the HCV program, including any variations approved by HUD for the PHA under 24 CFR 5.705(a)(3).

Immediate Family Member

A spouse, parent, sibling, or child of that person, or an individual to whom that person stands in the place of a parent or guardian; or any other person living in the household of that person and related to that person by blood or marriage.

Independent Contractor

An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax.

In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. For example, while instructions and route information are generally provided, third-party delivery and transportation service providers are considered independent contractors unless state law dictates otherwise. In addition, individuals considered “gig workers” such a babysitter, landscapers, rideshare drivers, and house cleaners, typically fall into the category of independent contractor.

Income earned as an independent contractor is not considered nonrecurring income and must be included unless specifically excluded in 24 CFR §5.609 (b) (e.g., 24 CFR §5.609(b)(3), (b)(14), etc.).

Initial PHA

In portability, the term refers to both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Ineligible Family Members

Ineligible family members are noncitizens and non-nationals of the United States who are residing in the United States and who do not meet HUD and INS guidelines as eligible to receive federal housing assistance.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a self-certification but are listed as ineligible family members.

Lease

- (A) A written agreement between an owner and a 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 PHA.

- (B) 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 PHA. For purposes of this 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 approved by the HA who resides in the unit to care for a family member who is disabled or at least 50 years of age, and who:

- (A) Is determined to be essential to the care and well-being of the persons, as documented in a written statement from a qualified professional declaring the necessity of such an individual; and

- (B) Is not obligated for the financial support of the persons; and

- (C) Would not be living in the unit except to provide the necessary supportive services.

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. A special housing type: see § 982.620 and § 982.621.

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

In the Homeownership Option: shares in a cooperative. By owning such cooperative shares, the shareowner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

Minimum Rent

Minimum rent is \$40.00. Minimum rent refers to Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

Minor

A member of the family, other than the head of family or spouse, who is under 18 years of age.

Minor Family Member

Children who reside in the unit at least 50% of the time will be considered household family members. Children can be counted for a deduction in one household only.

Monthly Income

One twelfth (1/12) of the annual income.

Monthly Income after Allowances

One twelfth (1/12) of the Annual Income after Allowances.

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.

Non-Recurring Income

Income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income, even if the source, date, or amount of income varies. Non-recurring income includes but is not limited to:

- Payments made to the family or to a third party on behalf of the family to assist with utilities, eviction prevention, security deposits to secure housing, payments for participation in research studies, depending on duration, and general one-time payments received by or on behalf of the family.
- Payments from the U.S. Census bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
- Direct Federal or State payments intended for economic stimulus or recovery.
- Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
- Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g. wedding gifts, baby showers, anniversaries).
- Non-monetary, in kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

Occupancy/Subsidy Standards

Standards which determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Owner

Any person or entity with the legal right to lease or sublease a unit to a participant.

Participant (Participant Family)

A family that has been admitted to the Housing Authority program and is currently assisted in the program. The family becomes a participant on the effective date of the first Housing Assistance Payments contract executed by the HA for the family (first day of initial lease term).

Passbook Savings Rate

The rate used to calculate imputed income on assets greater than \$50,000 when the actual income derived from the assets is unknown or is lower than a percentage of the value of such assets (passbook savings rate X total assets). The PHA will utilize the passbook rate published annually by HUD.

Payment Standard

The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family). The payment standard amount is 110% of the Fair Market Rent as determined by the U.S. Department of Housing and Urban Development unless an exception payment standard has been implemented. The payment standard may be increased to 120%, if required as a reasonable accommodation for a family that includes a person with disabilities or with approval by HUD for a special waiver

Perpetrator

A person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.

PHA plan

The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

Portability

Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

Preferences

Preferences are a series of criteria that are used to determine the order in which an individual is selected from the waiting list. Janesville has adopted the following local preferences:

- (A) Displaced by Governmental Action – A family must have been vacated from their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
- (B) Displaced by Rental Rehabilitation – A family must have been displaced according to the Uniform Relocation Act from a living unit that has been approved for a City of Janesville Rental Rehabilitation Program loan.
- (C) Homeless Transitional Living Program (TLP) Participant – A family must be homeless and have signed an agreement to participate in a TLP with an Agency or Organization that has a transitional living program approved by the HA.
- (D) Local Residency Preference – A family must live or work in the City of Janesville.

Reasonable rent

A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

Receiving PHA

In portability: A PHA that receives a family selected for participation in the HCV program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

Request for Tenancy Approval (RFTA)

A form (form HUD-52517) submitted by or on behalf of a family to a PHA once the family has identified a unit that it wishes to rent using tenant-based voucher assistance. The RFTA provides basic information such as the address, number of bedrooms, structure type and the requested start date of the lease. In addition, it includes the distribution of utilities and appliances; a certification by the owner that rent charged for HCV tenant is not more than rent charged for unassisted units; a certification by the owner that the owner is not a prohibited relative or family member; a lead-based paint disclosure; and a notice that the PHA has not screened the family for behavior and suitability for tenancy.

Remaining Member of Tenant Family

A person remaining in a unit when other member(s) of an assisted family have moved, unless this individual was an unrelated member of the former family who was necessary to care for the well-being of an elderly, disabled, or handicapped head of household or spouse and whose income was not counted for eligibility (i.e. a Live-in Aide).

Rent Assistance Program

The Rent Assistance Program, as administered by the Janesville Community Development Authority, is a program designed to assist very low-income families in

renting, or continuing to rent, decent, safe, and sanitary housing at costs which they can afford. This program may also be referred to as the Section 8 Rent Assistance Program or the Housing Choice Voucher (HCV) Program. The Community Development Authority will comply with HUD regulations for Section 8 Existing and Housing Voucher Programs (CFR 24, Chapter VIII, Parts 982 and Administrative Handbook 7420.7) in administration of the program.

Residency preference

A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area.

Seasonal Worker

An individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer; and 2) the employment begins about the same time each year (such as winter or summer). Typically, the individual is hired to address seasonal demands that arise for the employer or industry.

Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver.

Income earned as a seasonal worker is not considered non-recurring income and must be included unless specifically excluded by 24 CFR § 5.609(b) (e.g., § 5.609(b)(14), etc.)

Sexual Assault

The term “sexual assault” is defined as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Sexual Orientation

Homosexuality, heterosexuality or bisexuality.

Shared Housing

Shared Housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family. The unit may be a single or multi-family building.

Small Area Fair Market Rents (SAFMRs or Small Area FMRs)

Small Area FMRs are FMRs established by HUD for U.S. Postal Service ZIP code areas and are calculated in accordance with 24 CFR 888.113(a) and (b).

Stalking

The term “stalking” means;

- (A) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
 - 1. That person;
 - 2. A member of the immediate family of that person; or
 - 3. The spouse or intimate partner of that person.

Student

This applies to students who reside in the home only at recess and holidays. If the family wants an away student included in the household, then income (which includes financial assistance) will be counted. If the student is eighteen or over, they will be required to attend all recertification appointments and sign all of the necessary documents. It is the family's option how they want to consider an away student.

Student status shall be determined by the resident family providing documentation of school schedule, written documentation of classes taken, etc.

Technological Abuse

The term 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Tenant Rent

The amount paid directly to the owner by the family. This amount is equal to the Total Tenant Payment minus any applicable Allowance for Utilities and Other Services.

Total Tenant Payment (TTP)

The portion of the Gross Rent payable by an eligible family. The TTP is the highest of the following: 30% of the family's monthly adjusted income, 10% of the family's total income, or the minimum rent.

Transitional Living Program

A Program intended to move a family from homelessness to independent living through counseling, education, and other programs designed to prevent future occurrence(s) of the issue(s) that lead to homelessness.

Unauthorized Live-In

Any individual who is residing in a unit without HA approval. Evidence of receipt of mail for someone who does not reside with the participant and/or violations of the guest policy, may with other corroborating evidence, be considered evidence of an unauthorized live-in.

Unearned Income

Any annual income, as calculated under 24 CFR § 5.609, that is not earned income.

Very Low-Income Family

A family whose gross annual income does not exceed 50% of the median income for Rock County (adjusted for family size) as determined by the Secretary of the Department of Housing and Urban Development (HUD).

Very Large, Very Low-Income Family

A very low-income family which includes eight or more minors.

Violent Criminal Activity

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

**POLICY 3
OUTREACH/EXPANDING HOUSING OPPORTUNITIES**

3.01 OUTREACH/EXPANDING HOUSING OPPORTUNITIES

3.01.1 Outreach will conform to: 24 CFR 982.54(d)(5), 982.201(2)(ii)(B), 982.301(a) and 982.301(b)(4) and 982.301(b)(12).

3.01.2 The PHA annually reviews census tracks throughout the City to identify any areas of poverty or minority concentration.

3.01.3 The PHA encourages participation by owners of units located outside areas of poverty or minority concentration. To encourage participation by more landlords, the PHA provides voucher holders with a brochure that they can share with prospective new landlords. The PHA may also conduct landlord seminars, conduct presentations to apartment associations, and share information through the City of Janesville public outreach efforts.

3.01.4 The PHA informs rental voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.

The PHA has prepared maps that show various areas with housing opportunities outside areas of poverty or minority concentration both within its jurisdiction and neighboring its jurisdiction; and has assembled information about the characteristics of those areas which may include information about schools' boundaries, public transportation routes, shopping areas and other services in these areas. The PHA provides these maps and information when briefing rental voucher holders.

The PHA's orientation packet for rental voucher holders contains a list of rental property owners and/or management companies who are willing to lease under the HCV program and who own or manage properties outside areas of poverty or minority concentration. The PHA also provides a listing of known vacancies in our office and on the City's website. Voucher holders are encouraged to think about where they would like to live and drive around that area looking for rental signs, as many landlords do not advertise, particularly during tight rental markets.

3.01.5 The PHA's orientation packet includes an explanation of how portability works and includes a list of portability contact persons for neighboring housing agencies, with the name, address and telephone number of each, for families who move under portability.

3.01.6 The PHA analyzes whether rental voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and considered whether it is appropriate to increase payment standards or seek approval of exception payment standards.

POLICY 4 WAIT LIST MANAGEMENT

4.01 APPLICATIONS FOR ASSISTANCE

4.01.1 Pre-Applications for assistance (Wait List Application) will be accepted from individuals at least 18 years of age or an Emancipated Minor and the wait list(s) will remain open until the wait for assistance is anticipated to be more than two years. At that time, the HA may elect to close the waiting list to additional applications. Announcements of the closing and opening of the waiting list will be made by public notice, press release and other desirable means.

4.01.2 When the wait list is open, pre-applications for housing assistance will be through the WaitListCheck website or another software as determined by the Housing Service Director. In the event that applications need additional assistance with the application, the City of Janesville will provide assistance by appointment.

4.01.3 Applicants wishing to claim a residency preference, who live or work within the city of Janesville municipal limits at the time they apply for assistance will be required to provide documentation of residency and/or employment. Acceptable documentation includes but is not limited to a current: driver's license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (no longer than 60 days). Documentation must be provided within sixteen (16) days of the original application, or the individual will be placed on the waiting list without a local preference. Applicants may update their residency preference if their situation changes by utilizing Assistance Connect or another software program as determined by the Housing Services Director.

4.01.4 When the wait list is open, all interested individuals may apply through WaitListCheck.com or another software as determined by the Housing Services Director. The purpose of the pre-application is to determine an individual's position on the waiting list. Eligibility is not determined based upon the pre-application. When vouchers become available, individuals who submitted a pre-application will be sent a full application and eligibility questionnaire.

4.01.5 Periodically letters may be mailed to all applicants on the wait list(s) to update the information on their pre-applications and determine their interest in

continuing to be listed on the wait list(s). Applicants whose letters are returned by the U.S. Post Office, or who fail to respond within the prescribed time frame, within 30 days from the date of the letter, will have their application removed from the wait list(s). The Housing Services Director may elect to implement a grace period for late responses. Applicants whose names are removed from the wait list(s) in this manner must reapply for assistance.

4.02 WAIT LIST(S)

The HA places families on the waiting list based on preferences claimed and income targeting requirements. In order to implement the income targeting requirements of the Quality Housing and Work Responsibility Act of 1998, the use of a *Primary* and a *Secondary* wait list will be utilized.

4.02.1 At the time of pre-application, all applicants will be placed on the *Primary* wait list.

4.02.2 An applicant's position on the *Primary* wait list for admission to the Rent Assistance program will be determined based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

4.02.3 After an applicant has been selected from the *Primary* wait list, if it is determined that the gross annual income of the applicant family is between 30% and 50% of the Rock County median income (adjusted for family size), the applicant will be placed on the *Secondary* wait list.

4.02.4 An applicant's position on the *Secondary* wait list for admission to the Rent Assistance program will be based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

4.02.5 If, while on the *Secondary* wait list, the gross annual income of an applicant family decreases so that it falls below 30% of the Rock County median income (adjusted for family size) the applicant will be moved from the *Secondary* wait list to the *Primary* wait list. It shall be the responsibility of the applicant to notify the HA of changes in family income.

4.03 WAIT LIST(S) MAINTENANCE

4.03.1 If an applicant is selected from the wait list(s) and it is determined that the applicant does not qualify for the local or residency preference selected, the applicant shall be placed back on the wait list at their original date and time of

application or randomized placement when the lottery system is utilized without the preference. If it is found that an applicant provided false information in an attempt to obtain a residency preference, their name will be removed from the wait list(s).

4.03.2 If an applicant is selected from the wait list(s) and it is determined that the applicant is ineligible for assistance, their application will be removed from the waiting list(s). Applicants whose names are removed from the wait list(s) must reapply for assistance.

**POLICY 5
SELECTION OF APPLICANTS FROM WAIT LIST(S)**

5.01 PRIMARY WAIT LIST

5.01.1 Applicants will be selected for admission to the Rent Assistance program from the *Primary* wait list based upon a system of local preferences, a local residency preference and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

5.01.2 Applicants who qualify for one or more of the following local preferences will receive assistance before applicants who do not qualify for one or more of the following preferences:

- Displaced by Governmental Action – To qualify for this preference, a family must have been ordered to vacate their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
- Displaced by Rental Rehabilitation – To qualify for this preference, the unit in which the family resides must have been approved for a Rental Rehabilitation Program loan from the City of Janesville and the family must be considered “displaced” according to the Uniform Relocation Act.
- Homeless TLP Participant – To qualify for this preference, a family must be homeless and have signed an agreement to participate in a transitional living program (TLP) with an Agency or Organization that has a transitional living program approved by the HA.

5.01.3 Applicants who live or work within the city of Janesville municipal limits at the time their name comes to the top of the waiting list are eligible for a local residency preference and will receive assistance before those applicants who do not live or work within the city of Janesville municipal limits. Applicants will be required to provide documentation of residency and/or employment. Acceptable documentation includes but is not limited to a current: driver’s license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (no longer than 60 days).

5.01.4 Selection from among applicants with equal local and residency preferences will be based upon date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville Website.

5.01.5 The following summarizes the order in which applicants will be selected from the *primary* wait list:

- Applicants who qualify for the Displaced by Governmental Action local preference and who live or work in the city of Janesville,

- Applicants who qualify for the Displaced by Rental Rehabilitation local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who do not live or work in the city of Janesville,
- Applicants who live or work in the city of Janesville, and
- Applicants who do not live or work in the city of Janesville.

5.02 SECONDARY WAIT LIST

5.02.1 Applicants will be selected for admission to the Rent Assistance program from the *Secondary* wait list based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

5.02.2 Applicants who qualify for one or more of the following local preferences will receive assistance before applicants who do not qualify for one or more of the following preferences:

- Displaced by Governmental Action – To qualify for this preference, a family must have been ordered to vacate their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
- Displaced by Rental Rehabilitation – To qualify for this preference, the unit in which the family resides must have been approved for a Rental Rehabilitation Program loan from the City of Janesville and the family must be considered “displaced” according to the Uniform Relocation Act.
- Homeless TLP Participant – To qualify for this preference, a family must be homeless and have signed an agreement to participate in a transitional living program (TLP) with an Agency or Organization that has a transitional living program approved by the HA.

5.02.3 Applicants who live or work in the city of Janesville at the time their name comes to the top of the waiting list will receive assistance before those applicants who do not live or work in the city of Janesville.

5.02.4 Selection from among applicants with equal local and residency preferences will be based upon date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website.

5.02.5 The following summarizes the order in which applicants will be selected from the *secondary* wait list:

- Applicants who qualify for the Displaced by Governmental Action local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Displaced by Rental Rehabilitation local preference and who live or work in the City of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who do not live or work in the city of Janesville,
- Applicants who do not qualify for one of the local preferences who live or work in the city of Janesville, and
- Applicants who do not qualify for one of the local preferences who do not live or work in the city of Janesville.

POLICY 6 PROGRAM ELIGIBILITY

6.01 ELIGIBLE APPLICANTS

In order to be eligible for participation in the Rent Assistance program, the applicant must be a family, must be income-eligible, and must be a citizen of the United States or a noncitizen who has eligible immigration status as determined in accordance with 24 CFR part 5.

To be income-eligible, the applicant must be a family in any of the following categories:

1. A very low-income family.
2. A low-income family that is “continuously assisted” under the 1937 Housing Act.
3. Not less than 75 percent of the families admitted to the tenant-based Voucher program during the calendar year must be “extremely low income” families.

6.02 ELIGIBILITY PROCESS

6.02.1 Applicants selected from the wait list(s) will be notified via U.S. mail and given sixteen (16) calendar days to appear in person at the offices of the HA to complete the full application, provide additional information, sign the necessary consent forms, and begin the eligibility and verification process. Applicants will be notified of the opportunity to dispute the accuracy and relevance of a criminal record before admission is denied on the basis of such record.

6.02.2 Applicants must sign all consent forms and provide all information requested by the housing authority in a timely manner.

6.02.3 Program eligibility is determined at the time the full application and eligibility questionnaire is completed, based upon the household information provided, and as verified in Section 6.02. Household members may not be added or eliminated after the full application is submitted and prior to lease up for the purpose of qualifying for the program. However, this will not prevent household changes due to birth, adoption, or court ordered placement.

6.02.4 Applicants failing to report within sixteen (16) calendar days will have their names removed from the wait list(s) and must reapply for assistance (this includes applicants whose notification letter is returned by the post office).

6.03 INCOME/INCOME TARGETING

6.03.1 In order to be eligible for admission to the program, a family's income at time of admission must not exceed 50% of the Rock County median income, as adjusted for family size. The schedule of median incomes, adjusted for family size, issued by the U.S. Department of Housing and Urban Development will be used to make such eligibility determinations.

6.03.2 To comply with the Income Targeting requirements of the Quality Housing and Work Responsibility Act of 1998, at least 75% of all new admissions must have gross annual incomes below 30% of the Rock County Median income, as adjusted for family size. To implement this requirement, the following process shall be used:

- A. All applicants will be selected from the *Primary* wait list in accordance with the applicable preferences.
- B. If it is determined that a family is eligible to participate in the Rent Assistance program, but the gross annual income of the family is between 30% and 50% of the Rock County median income, as adjusted for family size, the family will be placed on the *Secondary* wait list.
- C. For every three (3) families admitted to the program (where a HAP contract is executed on their behalf) with gross annual incomes below 30% of the Rock County median income, as adjusted for family size, one (1) family will be selected from the *Secondary* wait list. For example, if twelve (12) families with incomes below 30% of the Rock County median income, as adjusted for family size, are admitted to the program, four (4) families will be admitted to the program from the *Secondary* wait list. In this way sixteen (16) total families are admitted to the program, twelve (12) of which, or 75%, have gross annual incomes below 30% of the Rock County median income, as adjusted for family size.
- D. Applicants will be selected from the *Secondary* wait list in accordance with the applicable preferences.

6.04 PREFERENCES

The housing authority must verify any and all admission preferences claimed by the applicant. If the housing authority is unable to verify an admission preference, or determines that an applicant does not qualify for an admission preference, the applicant will be placed back on the wait list(s) at their original date and time of application without the claimed preference.

6.05 REQUIRED DOCUMENTATION

6.05.1 Applicants must disclose a complete and accurate Social Security Number for each member of the household, including foster children, foster adults and live-in aides. Individuals who do not contend eligible immigration status (“non-contending” family members in a mixed family receiving prorated assistance) are exempt from this requirement.

Acceptable documentation includes, but is not limited to: a social security card; documentation issued by the Social Security Administration that contains the name and social security number of the individual (i.e. a current benefit award letter, Medicare card or printout); or an original document showing the individual’s social security number issued by a federal, state or local government agency.

If the applicant is not able to provide documentation of social security through any of the documents listed above, the PHA will accept a self-certification of social security number along with photo identification and another third-party document, such as a utility bill.

Applicants must provide documentation of social security numbers within 30 days from the time their name comes to the top of the Primary Waiting List. Applicants may submit a written request for an additional 30 days to provide this information. Applicants failing to report within this time period will have their names removed from the wait list(s) and must reapply for assistance.

Applicants with a household member under the age of 6 years and who has been added to the household within six (6) months of voucher issuance, and who are otherwise eligible may be admitted to the program. The family must provide documentation of the child’s social security number within 90 days of the effective date of the initial HAP contract. The HA will allow an additional 90 days if it determines that failure to comply was outside the control of the participant or was due to unforeseen circumstances.

A. Applicants must complete the full eligibility application with a complete listing of all household members. Additions to household will not be permitted after questionnaire is submitted. Additions to the household may be permitted after the initial lease up with Housing Authority and landlord approval.

B. Income verified at the time of eligibility will be income used for initial lease up. Notification from tenant regarding increase or decrease in income will result in the need to re-verify income.

6.05.2 The housing authority must verify citizenship or eligible immigration status. For each family member who contends that they are a U.S. citizen or noncitizen with eligible immigration status, the family must submit to the PHA a written declaration, signed

under penalty of perjury, by which the family member declares that they are a U.S. citizen or noncitizen with eligible immigration status. The family must also identify in writing to the PHA the family member or members who will elect not to contend that they have eligible immigration status.

Eligible noncitizens must provide documentation that supports their citizenship status declaration. The documentation that eligible noncitizens must provide:

- A signed declaration of eligible immigration status.
- Documentation designated by USCIS as acceptable evidence of immigration status. This will be verified by the PHA through the USCIS Systematic Alien Verification for Entitlements (SAVE).
- If the SAVE system does not verify eligible immigration status, the PHA will request secondary verification within 10 days of receiving the results of the primary verification. This is accomplished by forwarding photocopies of the original USCIS documents required for the declared immigration status, attached to the USCIS document verification request form G-845.

6.05.3 The HA will obtain verification of eligibility no more than 60 days before initial issuance of a voucher.

6.06 VERIFICATION HEIRARCHY

6.06.1 The housing authority will require third-party verifications for all sources of income, assets, and expenses required to be verified by HUD. Verification will occur based upon the following verification technique (from highest to lowest).

- Upfront Income Verification (UIV) using non-HUD system (i.e., Work #, State Govt. database, IRS transcript Form 4506-T).
- Written Third Party Verification. This is mandatory to supplement EIV-reported income sources and when EIV has no data; mandatory for non-EIV reported income sources; mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support the dispute. Written Third Party Verification consists of an original or authentic document generated by a third-party source dated within the 120-day period preceding the review. Acceptable documentation includes, but is not limited to the following: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Supporting documents for fixed-income sources such as social security, will be accepted if they are dated within the appropriate benefit year.
- Written Third Party Verification Form. This is mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation. Written Third

Party Verification Form consists of a standardized form to collect information from a third-party source, which is sent directly to the third-party source and completed by the third party.

- Oral Third-Party Verification. This is mandatory if written third-party verification is not available. Oral Third-Party Verification consists of telephone or in-person contact with a third party. If oral third-party verification is used, the name and phone number of the person, along with the confirmed information shall be documented for the tenant file.
- Tenant Declaration. This verification technique is to be used when the PHA is unable to obtain any type of third-party verification and when households report assets of less than \$5,000. Tenant verification consists of an affidavit of reported income and/or expenses from the tenant to the PHA.

A first request will be emailed, faxed, or mailed to the verification source. If no response is received within seven (7) to sixteen (16) calendar days, a second request will be sent. If no response is received to the second request within sixteen (16) calendar days, staff may pursue another level of verification.

The PHA will not verify income sources that must be reported to HUD, but which are fully excluded in the calculation of annual income. This includes items such as: Supplemental Nutrition Assistance Program benefits (food stamps) and income from live-in aides. The PHA will accept the applicant's self-certification as verification of fully excluded income. The PHA may elevate the verifications if believed necessary to determine if a source of income qualifies for a full exclusion.

6.06.2 In verifying household composition, the head of household will be required to provide documentation of residency. Acceptable documentation includes, but is not limited to a current: driver's license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (not older than 60 days). Documentation must be provided within sixteen (16) days of the original application, or the individual will be placed on the waiting list without a local preference.

6.07 INELIGIBLE APPLICANTS

6.07.1 The HA must prohibit admission for three (3) years from the date of eviction if a household member has been evicted from federally assisted housing, including, but not limited to: Person's evicted from Public, Indian, Section 23, or Federally assisted Rent Assistance Programs for drug-related criminal activity. However, as noted in 6.07.7, it is the policy of the HA to prohibit admission for five (5) years from the date of eviction from federally assisted housing for any reason.

The HA may waive this requirement for drug related criminal activity if:

- The person demonstrates successful completion of a supervised rehabilitation program approved by the Housing Services Director, or

- The circumstances leading to the eviction no longer exist. For example, the individual involved in drug-related or criminal activity is no longer in the household because of death or imprisonment.

The decision to waive this requirement shall be made by the Housing Services Director and shall be final. Applicants who have been found to be ineligible due to eviction from federally assisted housing will have their names removed from the waiting list and must reapply for assistance.

6.07.2 The HA must deny admission if social security disclosure requirements are not met. Applicants will have 30 days upon notification to provide required social security documentation or they will have their names removed from the waiting list and must reapply for assistance. Applicants may request an additional 30-day extension to provide this information.

6.07.3 The HA must deny admission if any household member fails to sign and submit required consent forms. Applicants will have sixteen (16) days upon notification to have all household members sign and submit required consent forms or they will have their names removed from the waiting list and must reapply for assistance.

6.07.4 The HA must deny admission if no household members provide documentation of citizenship or eligible immigration status. Applicants will have 30 days upon notification to provide required documentation or they will have their names removed from the waiting list and must reapply for assistance.

6.07.5 The HA must deny admission if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CRF 5.612. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.6 The HA will deny admission if a household member owes rent or other amounts to the HA or another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act. Persons who owe rent or other amounts to the HA or another HA in connection with Section 8 or public housing assistance under the 1937 Act are ineligible for admission to the Rent Assistance Program until such amounts are repaid in full or 10 years from the end of participation in the program. Applicants will have 30 days upon notification to provide documentation that such amounts are repaid in full or they will have their names removed from the waiting list and must reapply for assistance.

6.07.7 The HA will deny admission if a family member has been evicted from federally assisted housing, including, but not limited to: Person's evicted from Public, Indian, Section 23, or Section 8 Programs within the past five (5) years for any reason. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.8 The HA will deny admission if a family member has committed fraud, bribery, or another corrupt or criminal act regarding any federal housing program. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.9 The HA will deny admission if a family member has engaged in or threatened abusive or violent behavior toward HA personnel. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.10 The HA will deny admission if a family member has been terminated from any federal housing assistance program within the past five (5) years. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

6.07.11 CRIMINAL HISTORY REVIEW

At the time their name comes to the top of the waiting list, all family members eighteen years of age or older will be required to sign authorization form(s) permitting the HA to access criminal history records from Federal, State, County, and Local authorities. Failure to sign the required consent form(s) will result in an immediate determination of ineligibility and no further processing of the application for assistance will occur.

A. The HA must prohibit admission if any household member is subject to a lifetime State sex offender registration program requirement.

B. The HA must prohibit admission if any household member if, based upon the review of criminal records, the HA has reasonable cause to believe that any member of the family is illegally using a controlled substance. Such determinations may be made based upon the following standard(s):

- If any member of the family has been arrested for drug-related activity within the three (3) year period immediately preceding the date the family was notified that their name was at the top of the waiting list, or any time between that date and their admission to the Rent Assistance program. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated.

Note: This decision will not be based solely on the arrest but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.

- This prohibition may be waived if the person is able to demonstrate to the satisfaction of the Housing Services Director that they are no longer engaging in the illegal use of a controlled substance or abuse of alcohol and:
- Has successfully completed a supervised drug or alcohol rehabilitation program; or
- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

C. The HA must prohibit admission if, based upon the review of criminal records, the HA has reasonable cause to believe that any household member abuses alcohol or illegal drugs in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Such determinations may be based upon the following standard(s):

- If any member of the family has been arrested, within the three (3) year period preceding the date their name came to the top of the waiting list, for illegal activity on or near the premises in which they reside which had as a contributing factor the use or abuse of alcohol or illegal drug use. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated.
Note: This decision will not be based solely on the arrest but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying criminal activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.
- This prohibition may be waived if the person is able to demonstrate to the satisfaction of the Housing Services Director that they are no longer engaging in the illegal use of a controlled substance or abuse of alcohol and:
- Has successfully completed a supervised drug or alcohol rehabilitation program; or
- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

D. The HA must prohibit admission to the program if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

E. The HA will prohibit admission if any member of the family has been arrested for violent criminal activity within the three (3) year period preceding the date their name came to the top of the waiting list. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated. Note: This decision will **not** be based solely on the arrest and/or conviction but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying criminal activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.

F. The HA will prohibit admission to the program if any household member has been arrested for the following charges within the three (3) year period preceding the date their name came to the top of the waiting list. Periods of incarceration shall be omitted from the 3-year period, that the 3-year period shall be extended by the length of time spent incarcerated. NOTE: This decision will not be based solely on the arrest and/or conviction but rather the conduct that occurred to determine whether the applicant engage in the disqualifying activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making the decision.

- a. Violent or Threatening Crimes
 - i. Homicide, attempted homicide, or manslaughter
 - ii. Assault, battery, or domestic violence
 - iii. Robbery or armed robbery
 - iv. Stalking or harassment
- b. Drug-Related Criminal Activity
 - i. Illegal manufacture, sale, or distribution of controlled substances
 - ii. Possession with intent to distribute
 - iii. Maintaining a drug house or allowing drug activity of the premises
- c. Weapons Offenses
 - i. Unlawful possession of firearms or dangerous weapons
 - ii. Discharging a firearm
 - iii. Use of a weapon in connection with threats, assaults, or intimidation
- d. Property Crimes that Endanger Safety
 - i. Arson
 - ii. Burglary or Home Invasion
 - iii. Significant property destruction that impacts the safety of others
- e. Sex-Related Crimes
 - i. Sexual assault or attempted sexual assault
 - ii. Indecent exposure or lewd conduct
 - iii. Human Trafficking
- f. Crimes Against Children
 - i. Sexual Assault or attempted sexual assault of a Child
 - ii. Sexual Exploitation of a Child
 - iii. Human Trafficking of a Child

- iv. Kidnapping
- v. Child Enticement
- vi. Possession of Child Pornography
- vii. Felony Child Neglect

G. Under VAWA, assistance will not be denied by the HA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the applicant's household, a guest or another person under the tenant's control, and the applicant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. See Policy 29 for additional information.

6.08 DETERMINATION OF INELIGIBILITY

Applicants, who are determined by the housing authority to be ineligible on the basis of income, family composition, or for any other reason, shall be notified promptly, in writing, of the determination and the reasons therefore. The determination letter shall state that the applicant has the right to request an informal review within sixteen (16) days. Requests for an Informal Review shall be submitted in writing to the Housing Services Director. The applicant shall be notified in writing of the review determination and their right to seek judicial review of the denial decision from the circuit court within thirty (30) days of the date of the decision. See Policy 20 for additional information.

Applicants found to be ineligible will have their names removed from the waiting list and must reapply for assistance.

POLICY 7 VOUCHER ISSUANCE

7.01 ORIENTATION BRIEFING

7.01.1 After a family has been determined to be eligible to participate in the program, and before a voucher will be issued, an orientation briefing will be offered to the family. Briefings may be in person or through a virtual platform. Virtual briefings shall have closed captioning available. The Housing Authority will assist those without technology to view the briefing in the Housing Services Office using Housing Services devices. Those who speak limited English may request the briefing be translated.

7.01.2 The briefing must include information on the following subjects:

- A description of how the program works;
- Family and owner responsibilities;
- Where the family may lease a unit, including renting a dwelling unit inside or outside the PHA jurisdiction, and any information on selecting a unit that HUD provides;
- An explanation of how portability works; and
- An explanation of the advantages of areas that do not have a high concentration of families with low-income levels.

7.01.2 The PHA may not discourage the family from choosing to live anywhere in the PHA jurisdiction, or outside the PHA jurisdiction under portability procedures, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order. The family must be informed of how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process that may affect the family's assistance.

7.01.3 The PHA must take appropriate steps to ensure effective communication in accordance with [24 CFR 8.6](#) and [28 CFR part 35, subpart E](#), and must provide information on the reasonable accommodation process.

7.01.4 When a family is selected to participate in the program, the PHA must give the family a packet that includes information on the following subjects:

- The term of the voucher, voucher suspensions, and PHA policy on any extensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension;
- How the PHA determines the amount of the housing assistance payment for a family, including:
 - How the PHA determines the payment standard for a family; and
 - How the PHA determines the total tenant payment for a family.
- How the PHA determines the maximum rent for an assisted unit;

- Where the family may lease a unit and an explanation of how portability works, including information on how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the family's assistance.
- The HUD-required “tenancy addendum” that must be included in the lease;
- The form that the family uses to request PHA approval of the assisted tenancy, and an explanation of how to request such approval;
- A statement of the PHA policy on providing information about a family to prospective owners;
- PHA subsidy standards, including when the PHA will consider granting exceptions to the standards as allowed by [24 CFR 982.402\(b\)\(8\)](#), and when exceptions are required as a reasonable accommodation for persons with disabilities under Section 504, the Fair Housing Act, or the Americans with Disabilities Act;
- Materials (e.g., brochures) on how to select a unit and any additional information on selecting a unit that HUD provides.
- Information on Federal, State, and local equal opportunity laws, the contact information for the Section 504 coordinator, a copy of the housing discrimination complaint form, and information on how to request a reasonable accommodation or modification (including information on requesting exception payment standards as a reasonable accommodation) under Section 504, the Fair Housing Act, and the Americans with Disabilities Act;
- A list of landlords known to the PHA who may be willing to lease a unit to the family or other resources (e.g., newspapers, organizations, online search tools) known to the PHA that may assist the family in locating a unit. PHAs must ensure that the list of landlords or other resources covers areas outside of poverty or minority concentration.
- Notice that if the family includes a person with disabilities, the PHA is subject to the requirement under [24 CFR 8.28\(a\)\(3\)](#) to provide a current listing of accessible units known to the PHA and, if necessary, other assistance in locating an available accessible dwelling unit;
- Family obligations under the program;
- The advantages of areas that do not have a high concentration of low-income families which may include, access to accessible and high-quality housing, transit, employment opportunities, educational opportunities, recreational facilities, public safety stations, retail services, and health services; and
- A description of when the PHA is required to give a participant family the opportunity for an informal hearing and how to request a hearing.

7.01.3 The PHA must take reasonable steps to ensure meaningful access by persons with limited English proficiency (LEP) in accordance with Title VI of the Civil Rights Act of 1964 and HUD's implementing regulations at [24 CFR part 1](#). Once the orientation briefing is complete, the family will be issued a Housing Choice Voucher and a Request for Tenancy Approval as well as a statement of family responsibility that must be signed by all adult household members.

7.01.4 A family who does not attend two scheduled orientations without prior approved notice, will have their name removed from the waiting list and must reapply for assistance.

7.02 TERM OF HOUSING CHOICE VOUCHER

7.02.1 The initial term of the Housing Choice Voucher shall be sixty (60) days from the date of issuance. In the event of jurisdiction wide low rental vacancy rates, the Housing Services Director may elect to increase the initial term of the HCV to ninety (90) days from the date of issuance.

7.02.2 When a completed request for lease approval (RFTA) has been submitted, the term of an unexpired Voucher shall be suspended until the unit for which the request was submitted has been approved or denied. That is, the "clock" on the term of a family's Voucher will be stopped after the family submits a request for approval of assisted tenancy. The "clock" will resume if that request is denied, and the family will need to locate another dwelling unit.

7.02.3 If a Voucher expires or is about to expire, a family may request an extension. The Housing Services Director or Rent Assistance Housing Specialist(s) will review this request and the efforts the family has made to find a suitable dwelling unit and the problems it has encountered and determine what advice or assistance might be helpful. If the Housing Services Director or Rent Assistance Housing Specialist(s) believe that there is a reasonable possibility that the family may, with the additional advice or assistance, if any, find a suitable unit, an extension may be granted not to exceed 60 additional days for a maximum of 120 days

7.02.4 The term of a voucher may be extended beyond a total of 120 days if, in the opinion of the Housing Services Director, it is necessary as a reasonable accommodation for a family with a handicapped or disabled family member, a family that requires a dwelling unit with four (4) or more bedrooms, or another extenuating circumstance exists.

POLICY 8 DWELLING UNIT APPROVAL

8.01 REQUEST FOR UNIT APPROVAL

8.01.1 When a family has found a unit it wants and the owner is willing to lease, the family shall submit a completed request for tenancy/lease approval (RFTA) form and request that the Rent Assistance staff make an inspection of the unit and discuss the terms of the lease with the landlord. The Housing Specialist will also review the unit for rent reasonableness and affordability. Only one (1) request for tenancy/lease approval (RFTA) may be submitted at a time. All requests will be processed as quickly as possible. Requests for tenancy/lease approval must be received prior to the 10th of the month for assistance to be possible the start of the following month.

8.01.2 When a completed request for tenancy/lease approval (RFTA) has been submitted, the term of an unexpired certificate or voucher shall be suspended until the unit for which the request was submitted has been approved or denied. That is, the "clock" on the term of a family's certificate or voucher will be stopped after the family submits a request for tenancy/lease approval (RFTA). The "clock" will resume if that request is denied.

8.02 HOUSING QUALITY STANDARDS

8.02.1 Housing quality will be documented through a federal Minimum Housing Quality Standards (HQS) inspection by staff demonstrating that all minimum standards have been met for all units prior to signing of the lease agreement. In addition, other recommendations for upgrading property may be made to landlords.

8.02.2 Prior to approving a request for tenancy/lease approval, the HA will conduct an initial HQS inspection. The owner and tenant will be notified of any housing deficiencies that need to be addressed. The property will be reinspected to ensure that all deficiencies have been addressed prior to approving an initial move.

8.02.3 The HA conducts a variety of inspections including initial, annual or biennial inspections, complaint and quality control inspection for assisted properties.

Units that pass an inspection without requiring additional repairs or re-inspection will be placed on a biennial inspection schedule. Units that do not initially pass an inspection will be placed on an annual inspection schedule.

Assisted units that fail must receive a pass rating within 30 days. If the deficiency represents an immediate danger to the family's health and safety, the deficiency must be corrected within 24 hours.

Inspections will be scheduled throughout the year on a geographic basis to maximize efficiency of the inspection process. An effort will be made to schedule an annual inspection between ten (10) and fourteen (14) months and a biennial inspection within twenty-two (22) and twenty-four (24) months. All properties must be re-inspected at least biennially.

8.02.4 Under the terms of the Housing Assistance Payment Contract, the landlord and tenant agree to maintain the assisted unit in a state that meets minimum HQS standards throughout the term of the contract. The HA will complete a complaint inspection of a unit at the request of either a landlord or tenant. Before completing a complaint inspection, the landlord and tenant will be requested to contact the other party in an attempt to address any housing or lease violations.

8.02.5 Quality control inspections will be completed in accordance with HUD requirements and/or as desired by the HA to document the quality and accuracy of HQS inspections.

8.02.6 If during the term of an assisted tenancy, an owner fails to maintain a unit in compliance with Housing Quality Standards and City of Janesville Ordinances, the HA shall take prompt and vigorous actions to ensure that the unit is brought into compliance with Housing Quality Standards in a timely manner. If an owner fails to bring the unit into compliance with Housing Quality Standards as required, the HA shall at its option:

- Terminate the Housing Assistance Payments (HAP) contract between the landlord and the PHA; or
- Abate or reduce housing assistance payments under this, or any other HAP contract in effect between the landlord and the HA. Generally, an abatement will not be allowed to continue beyond a sixty (60) day time period.

8.02.7 The HA may assess a \$100 re-inspection fee if the owner notifies the HA that a repair was made and subsequent inspections show that the repair(s) were not made, or if the allotted time period for repair has lapsed and subsequent reinspections show that the repair(s) were not made (regardless of whether the owner reported that repairs were complete). Fees will not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a reinspection.

8.02.8 When a Community Development Authority (CDA) rental rehabilitation loan is involved, a voucher will be issued to an eligible family prior to the completion of all of the rehabilitation work provided one of the following conditions is met:

- The unit meets minimum federal Housing Quality Standards and the remaining work is not Housing Quality Standards related; or

- No imminent health or safety hazard exists and the work required to meet Housing Quality Standards cannot be completed due to weather conditions and the work is contracted for.

8.03 OCCUPANCY/SUBSIDY STANDARDS

8.03.1 The following subsidy standards will be used to determine the voucher size (number of bedrooms subsidized) and payment standard for various size families when they are issued a voucher, as well as when a family size changes or a family selects a unit size that is different from the approved voucher size. Payment standards are based on the Fair Market Rent as determined by HUD.

The subsidy standards provide for the smallest number of bedrooms needed without overcrowding and are applied consistently for all families of like size and composition. These standards are based on the assumption that each bedroom will accommodate no more than two persons.

1. In determining bedroom size, the housing authority will include:
 - a. Children currently under a 50% or more joint custody/placement order or children for whom a Household Member is listed as the primary residential parent on a joint custody/placement order:
 - i. If there is a dispute over which multiple joint custodians may count the child towards occupancy standards:
 1. The Family under who the child's SSN is already listed in HUD's PIC system will continue to count the child in the bedroom size calculation.
 2. If no joint custodian has already listed the child as Family member in PIC, the child will be listed on the lease and count for occupancy standards for the Family whose address is listed with the local school system as the residence of that child.
 3. If determination cannot be made on these factors, the Housing Authority will use its discretion in determining which joint custodian may count the child towards occupancy standards.
 - b. Children who are in temporarily in foster care
 2. A Family that consists of a verified pregnant person (and no other persons) will be treated as a two-person family
 3. Sleeping arrangements within the unit are determined by the Family. The following guidelines will be used solely to establish the number of bedrooms for which the Family is eligible to receive subsidy:
 - a. In general, each two Household Members are eligible for no more than the subsidy provided for one bedroom increment:

- b. Each two Household Members are eligible for no more than the subsidy provided for a one-bedroom increment unless they share one of the following legal relationships: parent/child, grandparent/grandchild, or siblings of different gender identities:
 - i. Gender Identity is defined in 24 CFR 5.100 and can be found in the definition section of this plan.
- c. Each two Minors of the same gender identity, regardless of age, are eligible for no more than one bedroom subsidy:
- d. Minors of differing gender identity are eligible for separate bedroom subsidies:
- e. Foster Children and Foster Adults will be treated in the same manner as Family Members:
- f. No more than two people may live in a zero-bedroom unit provided that the unit is not overcrowded; and
- g. Each Live-In Aide is eligible for one, separate bedroom subsidy
 - i. The Housing Authority does not provide additional bedroom subsidy for the member of the Live-In Aide's family.
- 4. The Housing Authority will grant an exception to a normal subsidy standard by providing a Housing Choice Voucher for a larger Family Unit Size only as a Reasonable Accommodation for a Household Member with a disability upon verification.
- 5. The Family Unit Size will be determined by the Housing Authority in accordance with the above guidelines, and the Family Unit Size will determine the maximum rent subsidy for the Family.
 - a. The Family may select a unit that is larger or smaller than the Family Unit Size, provided there is at least one bedroom for each two persons
 - i. If the Family selects a smaller unit, the Payment Standard and the Utility allowance for the smaller size will be used to calculate the subsidy.
 - ii. If the Family selects are larger unit, the Payment Standard and the Utility allowance for the Family Unit Size will determine the maximum subsidy.

The subsidy standard will be calculated at the time of admission to the program, at the time of a move in accordance with Policy 14, and annually during the annual re-examination process.

A child who is temporarily away from the home because of placement in foster care will be considered a member of the family in determining the family unit size.

A live-in aide, who has been approved to reside in the unit to care for a family member who is disabled or is at least 50 years of age, will be counted in determining the family unit size. See Policy 24 for additional information regarding the approval of a live-in aide. An approved live-in aide will be provided a separate bedroom. No additional

bedrooms are provided for the attendant's family. A maximum of one bedroom per family will be allocated for live-in aides.

All standards for determining voucher size shall be applied in a manner consistent with Fair Housing requirements and guidelines and relate to the number of bedrooms on the voucher (level of subsidy), not the family's actual living arrangements.

The unit size on the voucher is determined by the family composition, regardless of the unit size rented.

8.03.2 Subsidy Standards will be consistent with space requirements under federal Housing Quality Standards. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of the opposite sex, may not be required to occupy the same bedroom or living/sleeping room.

8.03.3 The Housing Authority may grant an exception to the subsidy standards as a result of an approved reasonable accommodation for persons with disabilities. Circumstances may indicate a larger unit size is necessary than subsidy standards when a person cannot share a bedroom because of a verified medical need. See Policy 28 for additional information regarding reasonable accommodations.

8.03.4 The family may select a smaller unit than the approved voucher size provided that unit selected has at least one bedroom or living/sleeping room for each two persons in the household. The head of household must sign a statement indicating they understand they qualify for a larger unit, but choose to live in one with fewer bedrooms. The signing of this statement will not prevent the family from moving to a larger unit when the initial term of their lease is complete. In determining the fair market rent for the selected unit, the utility allowance for the selected unit size is used. The fair market rent for the smaller unit must not exceed the fair market rent for that unit size, regardless of the unit size the family is eligible for.

8.03.5 The family may select a larger unit than the approved voucher size. If a family selects a larger unit than allowed under their approved voucher size, they will be responsible for paying the difference in the rent amount if the amount is greater than the assigned payment standard. At the initial leasing of a unit, the family share may not exceed 40% of monthly adjusted income.

8.03.6 If the Rent Assistance staff or designee determines that a dwelling unit becomes overcrowded by reason of increase in family size, the family and the Rent Assistance staff shall try to find an acceptable unit as soon as possible. If an acceptable unit is found that is available for occupancy by the family, and the lease with the first owner can be terminated in accordance with its terms, the contract with the first owner shall be terminated and Housing Assistance Payments shall be made available to the family for occupancy in the acceptable unit.

8.04 RENT REASONABLENESS

8.04.1 Rents charged by owners for units leased to participants in the Rent Assistance program shall not exceed the current rents for comparable unassisted units.

8.04.2 In making a certification of Rent Reasonableness the following factors should be taken into consideration in comparing the program unit and similar unassisted units to the degree that information is available:

- A. Location
- B. Size
- C. Type
- D. Quality
- E. Age
- F. Amenities
- G. Housing Services
- H. Management and Maintenance Services
- I. Utilities Provided by Owners

8.04.3 A certification of Rent Reasonableness shall be completed:

- A. At the time of initial leasing.
- B. Before any increase in the rent to owner.
- C. At the HAP contract anniversary if there is a 5% decrease in the published FMR in effect 60 days before the HAP contract anniversary.

8.05 METHODOLOGY

8.05.1 The HA will maintain information which includes comparable data on unassisted units in the market. Staff will use this data in making their rent reasonableness determinations.

8.05.3 Gross rents will be adjusted using the most current utility allowance worksheet. The unit rent amount will be adjusted by applying the percentage increase in the Fair Market Rent (FMR) from the previous year for that bedroom size.

8.05.4 When a rent reasonableness determination is required, Rent Reasonableness Certification shall be completed. The Rent Reasonableness Certification will list the Contract Rent, Utility Allowance, and Gross Rent of the assisted unit and the comparable unassisted units. It will also include the address and unit numbers of the comparable unassisted units.

8.05.5 In making a determination of rent comparability the HA will usually compare the gross rent for the assisted unit to the gross rents for three (3) comparable unassisted

units. The landlord will provide three comparables of unassisted units when completing the RFTA if applicable.

8.05.7 If the gross rent for the assisted unit is within the range of gross rents for comparable unassisted units, then the rent shall be determined to be reasonable. If the gross rent for the assisted unit is above range of gross rents for comparable unassisted units, then the proposed rent shall be determined to not be reasonable and the Request for Tenancy Approval (RFTA) or request for rent increase shall not be approved unless the landlord will reduce the rent to a comply with the rent reasonable requirement.

8.06 RENT AMOUNT & RENT CHANGES

8.06.1 Rent amounts will be reviewed to ensure that they are reasonable at the time of initial leasing, and when the owner is requesting a rent increase. The owner may not raise the rent during the term of the initial lease. Thereafter, if the owner would like to request a rent change, they must notify the HA and tenant in writing of the proposed change at least sixty (60) days before any such changes go into effect.

8.06.2 If the HA determines that the proposed rent or rent increase is not reasonable based upon rents charged for comparable unassisted units, the HA will contact the Owner and inform him/her of the determination.

8.06.3 The Owner may choose to decrease the proposed contract rent or proposed rent increase so that the gross rent is within the range of comparable unassisted units. In this case the proposed rent or rent increase may then be approved.

8.06.4 If the Owner does not agree with the determination that the rent is not reasonable, they may supply the HA with information on five (5) unassisted units that they feel are comparable and support the proposed rent or rent increase requested. If the assisted unit is in a multi-unit building (4 or more units), the Owner need only supply information on three (3) comparable unassisted units located within that same building or identical buildings located in the same apartment complex. Such information must be provided within five (5) working days of the date the Owner was notified of the rent determination.

8.06.5 The Housing Specialist will review the information on comparable unassisted units provided by the owner. The Housing Specialist, in consultation with the Housing Services Director will make a final determination of Rent Reasonableness. The decision of the Housing Services Director shall be final.

8.06.6 If the Owner is unwilling to reduce the Contract Rent to a level that is determined to be reasonable, then the HA may not approve the proposed lease or rent

increase and the tenant will be required to find other suitable housing if they wish to continue to participate in the Rent Assistance program.

8.07 AFFORDABILITY

8.07.1 At the initial assisted leasing of a unit for which the gross rent exceeds the payment standard, the family share may not exceed 40% of monthly adjusted income.

8.07.2 In order to allow a family to lease an assisted living unit that would otherwise be disapproved because the family share would exceed 40% of monthly adjusted income, the PHA may submit a request for a waiver of 24 CFR 982.508 and 982.305(a)(5) through the waiver process under 24 CFR 5.110. The waiver request must verify that the unit meets the definition of an assisted living facility, include a description of services and amenities provided that would warrant a higher family share, and verification that family share exceeds 40% of adjusted income. HUD will review such requests on a case-by-case basis and may grant the waiver if HUD determines the request demonstrates good cause. If approved, this waiver, would require a family to pay more than 40% of its monthly adjusted income for a unit in an assisted living facility if the amount or percentage is reasonable given the services and amenities provided by the assisted living facility

8.08 SHARED HOUSING

8.08.1 The shared unit must consist of both common space for the use by the occupants of the unit and separate private space for each assisted family.

8.08.2 A separate HAP contract and lease must be executed for each assisted family.

8.08.3 Shared Housing shall comply with all City of Janesville building and zoning regulations with regard to occupancy limits.

8.08.4 Assisted families may share a unit with either HCV assisted persons or unassisted persons. The owner of the property may reside in the unit, but housing assistance may not be paid on their behalf. A resident owner cannot be related by blood or marriage to the assisted family unless needed as part of a reasonable accommodation for a person with a disability.

8.08.5 The entire unit, including the portion of the unit available for use by the assisted family under its lease must meet HQS.

8.08.6 Facilities available to the assisted family, whether shared or private, **must** include:

- A living room

- A bathroom
- A food preparation area
- Refuse disposal facilities

8.08.7 The entire unit must provide adequate space and security for all assisted and unassisted residents. The private, non-shared space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private, non-shared space of an assisted family must not be less than the family (voucher) unit size. A 0-bedroom or 1-bedroom unit may not be used for shared housing.

8.08.8 The payment standard for a family in Shared Housing is the lower of the PHA's payment standard for the family unit size or the pro-rated share of the PHA's payment standard for the shared housing unit size. The pro-rated share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private, non-shared space by the total number of bedrooms in the unit.

8.08.9 The HAP for a family in shared housing is the lower of the payment standard minus the Total Tenant Payment (TTP) or the gross rent minus the TTP.

8.08.10 The utility allowance for an assisted family living in shared housing is the pro-rated share of the utility allowance for the shared unit.

8.08.11 The rents paid by participating families residing in Shared Housing are subject to rent reasonableness. The rent paid to the owner for the assisted family may not exceed the pro-rated portion of the reasonable rent for the shared unit.

POLICY 9
RELEASE OF TENANT INFORMATION

9.01 The following tenant information will be released by the HA to a prospective landlord at the landlord's request:

- A. The family's current address, as shown in the HA records.
- B. The name and address (if known to the HA) of the landlord at the family's current and prior address.

**POLICY 10
APPROVAL OF OWNERS**

10.01 The HA must not approve an assisted tenancy in any of the following situations:

A. If the owner is the parent, child, grandparent, grandchild, or sibling of any member of the family unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. Re-certification may be required on an annual basis.

B. If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 24.

C. When directed by HUD if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

10.02 In its administrative discretion, the PHA may deny approval of an assisted tenancy for any of the following reasons:

(1) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

(2) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

(3) The owner has engaged in any drug-related criminal activity or any violent criminal activity; including

g. Violent or Threatening Crimes

- i. Homicide, attempted homicide, or manslaughter
- ii. Assault, battery, or domestic violence
- iii. Robbery or armed robbery
- iv. Stalking or harassment

h. Drug-Related Criminal Activity

- i. Illegal manufacture, sale, or distribution of controlled substances
- ii. Possession with intent to distribute
- iii. Maintaining a drug house or allowing drug activity of the premises

i. Weapons Offenses

- i. Unlawful possession of firearms or dangerous weapons

- ii. Discharging a firearm
 - iii. Use of a weapon in connection with threats, assaults, or intimidation
- j. Property Crimes that Endanger Safety
 - i. Arson
 - ii. Burglary or Home Invasion
 - iii. Significant property destruction that impacts the safety of others
- k. Sex-Related Crimes
 - i. Sexual assault or attempted sexual assault
 - ii. Indecent exposure or lewd conduct
 - iii. Human Trafficking
- l. Crimes Against Children
 - i. Sexual Assault or attempted sexual assault of a Child
 - ii. Sexual Exploitation of a Child
 - iii. Human Trafficking of a Child
 - iv. Kidnapping
 - v. Child Enticement
 - vi. Possession of Child Pornography
 - vii. Felony Child Neglect

(4) The owner has a history or practice of non-compliance with the HQS, NSPIRE, or other property standard for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

(5) The owner, or an agent of the owner, has engaged in activity that:

- (i) Threatens the right to peaceful enjoyment of the premises by other residents;
- (ii) Threatens the health or safety of other residents, of employees of the PHA, or of other employees or other persons engaged in management of the housing;
- (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

(6) The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under any federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- (i) Threatens the right to peaceful enjoyment of the premises by other residents;
- (ii) Threatens the health or safety of other residents, of employees of the PHA, or of other employees or other persons engaged in management of the housing;

(iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

(iv) Is drug-related criminal activity or violent criminal activity; or

(7) The owner has a history or practice of renting units that fail to meet State or local housing codes; or

(8) The owner has not paid State or local real estate taxes, fines or assessments.

10.03 The decision to reject an owner rests in the discretion of the HA. Such decisions may be appealed to the Housing Services Director within sixteen (16) calendar days of such determination. The decision of the Housing Services Director shall be final.

POLICY 11 LEASING

11.01 A current lease between the landlord and the tenant must be in place for all units assisted with Rent Assistance Program funds. The lease must, at a minimum, specify the name of the owner and tenant, the address of the unit rented (including apartment number), term of the lease, the amount of rent to be paid to the landlord, and who is responsible for the payment of utilities. All provisions of the HUD-required tenancy addendum must be attached to or added word-for-word to the standard form lease used by the owner for unassisted tenancies. The first year of the lease term shall be for not less than one year, unless authorized by the HA.

11.02 The HA will review the lease to verify that it contains the required items noted in 11.01.

11.03 The HA may review the lease to see if it complies with State and local law and may decline to approve the lease if it does not comply.

11.04 The HA may review the proposed security deposit to ensure it is not in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

11.05 In case of any conflict between a HUD Lease Addendum and any other provisions of the Lease between the owner and the family, the HUD Lease Addendum provisions shall prevail. All other provisions of the Lease shall be binding on the tenant; to the extent they are consistent with state and local law.

11.06 Participants whose income results in zero housing assistant payment (HAP) shall be permitted to remain in the unit as an unassisted tenant for up to six (6) months. During this period, the tenant must follow all rules and regulations of the Rent Assistance Program regarding notifications of income or family size changes. The termination of eligibility at such point shall not affect the family's other rights under its lease, nor shall such termination preclude resumption of payments as a result of subsequent changes in income or rents or other relevant circumstances for up to six (6) months after the Housing Assistance Payment drops to \$0.

POLICY 12
CHANGES IN INCOME, EXPENSES, ASSETS, AND FAMILY COMPOSITION

12.01 All changes in family composition must be reported to the HA within ten (10) calendar days of the change.

12.02 The failure to report changes in family composition within ten (10) calendar days of the change will be considered misrepresentation and may result in the termination of assistance and/or repayment to the HA for the difference between the HAP and what the HAP would have been with the change in family composition.

12.03 All changes in family composition must be approved by the PHA. In addition, individuals seeking to be added to the household, must provide documentation of citizenship, social security number, sign all HUD documents (including criminal background authorization) and receive written approval from the landlord.

12.04 When adding a new household member who is at least six (6) years old, or is under six (6) but already has a social security number, the social security number must be disclosed and documented at the time of the request to add the household member. The new member will not be added until this requirement has been met.

12.05 When adding a new household member who is under the age of six (6) and who has not been assigned a social security number, the participant must disclose and verify the child's social security number within ninety (90) days of the addition to the household. The PHA will allow an additional ninety (90) days to comply if the participant's failure to comply was due to reasons outside of their control or due to unforeseen circumstances.

12.06 INTERIM RE-EXAMINATIONS

12.06.1 Once the Total Tenant Payment (TTP) is established, such TTP shall remain in effect until the next scheduled re-examination or until circumstances occur that warrant an interim re-examination. Any time any of the following circumstances occur, TTP will be reviewed and adjusted.

- A. A request for a review by the family.
- B. A change in family composition.
- C. A change in unit.

12.06.2 When the request for a review by the family is the result of a temporary leave of absence, such as a documented unpaid medical leave or reduction in hours anticipated to be of a short-term nature greater than two calendar weeks, the PHA will make the interim determination within a reasonable time after the family's request. Any decrease in TTP will be made the start of the month following

verification. Because the adjustment is the result of a temporary change, a second interim will be completed upon the conclusion of the leave of absence or reduction in hours with any increase in TTP being made the start of the following month.

12.07 ANNUAL RE-EXAMINATION OF INCOME, EXPENSES, ASSETS AND FAMILY COMPOSITION

12.07.1 Re-examination of family income, composition, and expenses incurred by the family shall be made annually by the Rent Assistance staff. Appropriate re-determinations shall be made by the staff of the amount of Total Tenant Payment and the amount of the Housing Assistance Payment, all in accordance with criteria established by HUD.

12.07.1.1 After determining if an income source is “fixed-income”, the income will be adjusted as a result of a verified Cost of Living Allowance (COLA). Fixed-income sources will be third-party verified at least every three years.

12.07.1.2 During annual reexaminations, the PHA has the discretion to accept a family’s declaration that it has total net assets equal to or less than \$5,000. Each family member shall sign the declaration. Any family that knowingly submits false information is subject to civil penalty and damages under the False Claim Act. Third-party verification of all assets of all family members will be conducted at least every three years.

12.07.2 A family's eligibility for Housing Assistance Payments continues until the amount payable by the family towards the Gross Rent equals the Gross Rent for the dwelling unit it occupies at which time there will be no Housing Assistance Payment made to a landlord on their behalf. The family, though, will be kept on the program for six (6) months.

12.07.3 Households reporting zero income must complete a zero-income questionnaire.

12.08 EFFECTIVE DATES

12.08.1 Increases in Total Tenant Payment resulting from an interim or annual re-examination are to be effective the first of the month following twenty-eight (28) day notice. Increases in Total Tenant Payment may be effective within a shorter time period, if the delay was the result of late information provided by the tenant.

12.08.2 Decreases in Total Tenant Payment from a rent review are to be effective the first of the month following report and verification of the change.

12.09 MISREPRESENTATION.

If a participant misrepresents their income, expenses, assets, or family composition at admission, or during an interim or annual re-examination, they may be subject to the termination of assistance and/or repayment of any difference between the HAP and utility payments that was actually made on their behalf, and the HAP and utility payments that would have been made if the information had been reported accurately.

12.10 GUEST POLICY:

A family is allowed to have a guest stay for up to 14 calendar days. If a guest stays longer than 14 days, they are considered an “unauthorized live-in” unless the family has obtained written approval from the HA for additional time due to extenuating circumstances. If the family wishes to add a person as a household member, they must go through the proper procedure to request approval and failure to do so could result in termination of assistance. A guest may not stay for 14 days, leave and come back for an additional 14 days.

POLICY 13 MINIMUM RENT

13.01 Minimum Rent – Minimum rent is \$40.00 per month. Minimum rent refers to Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

13.02 Hardship Requests for an Exception to the Minimum Rent. The Housing Authority recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The Housing Authority will review all relevant circumstances brought to the Housing Authority's attention regarding financial hardship as it applies to the minimum rent. HUD has defined circumstances under which a hardship could be claimed in 24 CFR 5.630.

13.03 Criteria for Hardship Exception. In order for a family to qualify for a hardship exception, the family's circumstances must fall under one of the following HUD hardship criteria:

1. The family has lost eligibility or is awaiting an eligibility determination for Federal, State or local assistance, including a family with a member who is a citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. The family would be evicted as a result of the imposition of the minimum rent requirement;
3. The income of the family has decreased because of changed circumstances, including the loss of employment;
4. A death has occurred in the family; or
5. Other circumstances as determined by the Housing Authority or HUD.

13.04 The Housing Authority notification will advise families that the hardship exception determinations are subject to Housing Services Director review and hearing procedures. The Director will review all family requests for exception from the minimum rent due to financial hardships. A decision on whether or not to grant the exception will be made within 14 calendar days.

13.05 All requests for minimum rent hardship exceptions are required to be in writing. The request must include a statement of the family hardship that qualifies the family for the exception.

13.06 Written documentation that adequately verifies the qualifying circumstances will be required to be provided by the participating family that is requesting the exception.

13.07 Exemptions that are granted for the minimum rent will be granted for a three-month period. If the participating family wishes to extend this period of exception past the three-month period, it will be treated as a new request and the guidelines for an initial claim shall be followed.

13.08 Exemptions for minimum rent that are granted for one three-month period must be repaid to the Housing Authority by the family. A repayment agreement, which will require the family to repay the balance in equal payments over a 12-month period beginning the first of the month after the exemption period. Failure to make repayments as indicated in the repayment agreement will be subject to termination and will result in the entire balance being due within 30 calendar days. Any remaining outstanding balance will be enrolled for collection.

13.09 Exemptions for minimum rent that are granted by the Housing Authority that exceed a three-month period will be considered long-term hardships, which will not be required to be repaid so long as the hardship continues.

**POLICY 14
MOVING WITH CONTINUED ASSISTANCE**

14.01 OVERVIEW

14.01.1 A participating family may be issued a Housing Choice Voucher for the purpose of finding another dwelling unit while maintaining their housing assistance within the City of Janesville or another community that administers a Housing Choice Voucher Program.

14.02 CONDITIONS FOR APPROVING A MOVE

14.02.1 A family may move to a new unit under the following conditions:

- A.** The assisted lease term has ended or the lease has terminated by mutual agreement of the owner and tenant. A request to move must be submitted in writing to the HA. The tenant must also give notice as required in their lease agreement and provide the HA a copy of the notice. Prior to approving a move, the HA will conduct a criminal background check and verify that all rent and utilities are current. In the case of a mutual termination, the agreement must be signed by both the landlord and tenant and submitted to the HA in writing. The HA will review the request and will make every effort to approve or disapprove the request to move within one (1) week. The HA will issue the family a voucher to move.

- B.** The HA has terminated the HAP contract due to an owner's breach of the HAP contract, including, but not limited to: failure to maintain the unit in accordance with Housing Quality Standards and the landlord has indicated they will not make the necessary repairs and/or has failed to make the necessary repairs within 60 calendar days of notification. The HA will issue the family a voucher to move. The family and HA must attempt to find and approve a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

- C.** The move is necessary to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking (protected under the Violence Against Women Act (VAWA)) and who reasonably believe they are imminently threatened by harm from further violence if they remain in the assisted unit or if any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. The family member must be otherwise in compliance with their obligations under the program. The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the

owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

D. A member of the assisted household has a health or medical condition requiring a move and has obtained a doctor's statement to that effect. The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

E. The HA determines that the family's unit does not meet the HQS space standards (due to an increase in family size or change in family composition). The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

14.02.2 If a family moves with continued assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the old assisted unit. 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. This situation may occur if the request to move is being made in accordance with 14.02.1 (B-E).

14.02.3 If the participating family fails to find an acceptable unit, they may continue to receive assistance in the current unit if the unit continues to meet program requirements, the owner agrees and notice has been given to the HA.

14.02.4 If the participating family fails to find an acceptable unit within 60 calendar days, and their current unit does not meet minimum housing quality standards (HQS), they may submit a request for a voucher extension. The Housing Services Director or Rent Assistance Housing Specialist(s) will review this request and the efforts the family has made to find a suitable dwelling unit and the problems it has encountered and determine what advice or assistance might be helpful. If the Housing Services Director or Rent Assistance Housing Specialist(s) believe that there is a reasonable possibility that the family may, with the additional advice or assistance, if any, find a suitable unit, an extension may be granted not to exceed 60 additional calendar days.

14.03 CONDITIONS FOR DISAPPROVING A MOVE

14.03.1 A participating family may not move during the initial year of the assisted occupancy.

14.03.2 A participating family may not move more than one time in any one-year period following the initial year of the assisted occupancy.

14.03.3 The HA will grant an exception to the moving prohibitions in 14.03.1 and 14.03.2 if the request to move is being made in accordance with 14.02.1 (B-E). Requests to waive this policy shall be made to the Housing Services Director and their decision shall be final.

14.03. A participating family may not be approved to move if the HA has begun termination proceeding against the participant family.

14.03.5 A participating family may not be approved to move if the participant family currently owes money to the HA and a repayment agreement is not in place or if the participant family is delinquent in a current repayment agreement. A request to move may be re-evaluated and approved if the entire amount owed to the HA is repaid within 30 calendar days.

14.03.6 A participating family may not be approved to move if the family has moved out of its assisted unit in violation of the lease.

14.03.7 A participating family may not be approved to move if the owner has initiated the eviction process or small claims process for unpaid rent or damages. A request to move may be re-evaluated and approved if eviction proceedings are dismissed within 30 calendar days or proof of payment for unpaid rent or damages has been submitted to the HA. Judgements awarded by the court will serve as evidence of unpaid rent or damages and must be repaid prior to approval of a move.

14.03.8 A request to move which would result in a higher housing assistance payment (HAP) will be denied if the HA is experiencing a funding shortfall and would be unable to avoid terminations of HCV assistance for current participants in order to remain within the HA's budgetary allocations.

14.04 MOVE OUTS

14.04.1 The initial PHA will allow an applicant family to move to another PHA's jurisdiction if the family is otherwise eligible for the program; if the head of household (or spouse) was a legal resident in the initial PHA's jurisdiction when the family first submitted an application (pre-application) for admission to the program; and if the family meets the income eligibility for the program where they are seeking to move.

14.04.1 The initial PHA will allow a participant family to move to another PHA's jurisdiction after they have completed their initial one-year lease period and they meet the conditions for approving a move in Section 14.02. In addition, none of the conditions for disapproving a move in Section 14.03 can be in effect.

14.04.2 When notified by a participating family, Rent Assistance housing staff will assist in their move under the portability option. The initial PHA will determine a family's eligibility to move under portability; will assist in determining whether there is at least one PHA who is administering a HCV program where the family wishes to move; will provide contact information to the family for all PHA's where they are seeking to move.

14.04.3 The initial PHA will contact the receiving PHA via email with delivery confirmation to ascertain if they will provide assistance to the family utilizing funding under its own program (absorb the voucher) or bill.

14.04.4 The initial PHA will issue the family a voucher with an initial voucher term of 90 calendar days. The receiving PHA will also issue the family a voucher with an expiration date no less than 30 calendar days later than the initial voucher. The voucher term may be extended at the discretion of the initial PHA. Depending upon the timing of the family's moving request, the PHA may need to complete an annual reexamination. If the family's voucher expiration date falls outside of the annual 12-month reexamination window, an annual reexamination will be completed.

14.04.5 The PHA will provide the receiving PHA the HUD-52665 Form (Part 1), a copy of the voucher, a copy of the family's current 50058, and copies of verification information, including EIV printout via email with delivery confirmation.

14.04.6 If the receiving PHA cannot or will not provide the family with one of its own vouchers, the initial PHA will retain funding of the Housing Choice Voucher and will reimburse the receiving PHA on behalf of the family. The PHA will pay the first billing amount within 30 calendar days of receipt of the initial billing notice and will ensure that monthly billing payments are received no later than the 5th working day of each month thereafter.

14.04.7 In the event that the family wishing to port changes their mind before leasing in another PHA's jurisdiction, the PHA will grant a 30-day extension to their voucher to allow them to either return to the City of Janesville or move to another jurisdiction.

14.04.8 Requests to move to another HA that has a higher payment standard will be denied if the HA is experiencing a funding shortfall. Requests will be denied only if the move is to a higher cost jurisdiction, the PHA would be unable to avoid terminating current participants during the calendar year to remain within their budget allocation and the PHA would be required to administer the voucher (i.e. the receiving PHA will not absorb the voucher). In the event that requests to move due to insufficient funding, the PHA will maintain a record of those denied and notify families when funding becomes available.

14.04.6 All Family Self Sufficiency (FSS) Program participants will be eligible to participate in the portability option available under the Rent Assistance Program rules.

All participants must reside within the jurisdiction of the Janesville Community Development Authority for at least 12 months after signing the Contract of Participation (COP) for the FSS Program. After the 12-month residency period, a participant family can choose to continue to participate in another jurisdiction if:

- A. The receiving PHA agrees to give a preference to the FSS family to participate in the receiving PHA's FSS program.
- B. The family must demonstrate to the Janesville Community Development Authority that they will be able to fulfill its responsibilities under the original (or modified) contract at the new place of residence within the allotted time.

14.05 PORTABILITY MOVE INS

14.05.1 The PHA will receive inquiries from family's who are participating in other jurisdictions HCV program and inform the initial PHA whether they will absorb or bill the incoming family's voucher.

14.05.2 The PHA will not redetermine income eligibility for a family that was already receiving assistance; however, the PHA will rescreen the family, applying the PHA's policies for denial/termination of assistance. If the family is determined to be ineligible, they will be offered the opportunity for an informal review or hearing and will be referred back to the initial PHA.

14.05.3 The PHA will process the family's request for portability within two weeks after receiving the HUD-52665 and supporting documentation for the family. The PHA will make an effort to schedule a family orientation within the two-week time period, but will not delay issuing a voucher due to the orientation schedule.

14.05.4 The PHA will determine the family's voucher size and will issue the family a voucher with a voucher term that is 30 calendar days later than the initial voucher. The voucher term may be extended at the discretion of the initial PHA.

14.05.5 The PHA will absorb an incoming tenant with a voucher with the approval of the Housing Services Director. If the program does not have sufficient funding to provide the incoming tenant with a HCV or is experiencing a funding shortfall, the program will administer assistance for the family on behalf of the initial PHA.

14.05.6 The PHA will provide the initial PHA the HUD-52665 Form (Part 2), informing them that either the family has leased up and is being absorbed, that the family has leased up and providing billing information, or that the family has failed to lease up and their voucher has expired. Communication will be via email with delivery confirmation.

14.05.6 The PHA is responsible for all program functions for the family. If billing, the PHA shall notify the initial PHA promptly of any changes in family status or the billing

amount. Updated HUD-52665 and HUD-50058 (if there is a change in HAP) will be provided to the initial PHA.

14.06 EMERGENCY TRANSFER PLAN

14.06.1 The HA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current unit to another unit.

14.06.2 A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

14.06.3 To request an emergency transfer, the participant shall provide a written request to the HA that includes either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the City of Janesville's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The HA will provide a participant with an Emergency Transfer Request Form (HUD Form 5383) to assist the participant in making their request.

14.06.4 The HA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the HA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the program.

14.06.5 The HA will act as quickly as possible to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

14.06.6 Pending processing of the emergency transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. The HA will provide the participant with a written copy of the Emergency Transfer Plan to include other agencies who may be able to offer assistance in creating a safety plan.

POLICY 15 ABSENCE FROM UNIT

15.01 The family may be absent from the unit for brief periods of time. However, the family may not be absent from the unit for a period of more than 120 consecutive calendar days in any circumstance, or for any reason. Absent is defined to mean that no member of the family is residing in the unit. Absence is different than moving from the unit. If a family moves from the unit, housing assistance payments for that unit will terminate immediately.

15.02 Any absence from the unit exceeding thirty (30) calendar days must be reported to and approved by the HA. Failure to notify and receive approval from the HA for such absences, may result in termination of assistance. Requests for approval must be submitted to the HA in writing and will be evaluated on a case by case basis considering all relevant circumstances. Requests based upon factors beyond the control of the family (hospitalization, employment, etc.) are more likely to be favorably reviewed than those of a voluntary nature.

15.03 Decisions concerning requests for an absence from the unit may be appealed to the Housing Services Director within sixteen (16) calendar days. The decision of the Housing Services Director shall be final. If the decision results in termination of assistance, the family shall be given the opportunity for an informal hearing prior to the termination of the assistance.

15.04 Once assistance has been terminated due to an unapproved absence or an absence exceeding 120 consecutive calendar days, the family must reapply for assistance and wait for their name to come to the top of the waiting list.

POLICY 16
FAMILY BREAK-UP/DECEASED HEAD OF HOUSEHOLD

16.01 FAMILY BREAK UP

16.01.1 If an assisted family breaks-up, the HA will determine who the assistance should continue with. The HA may consider factors such as:

- A. Whether the assistance should remain with family members remaining in the original assisted unit.
- B. The interest of minor children or of ill, elderly or disabled family members.
- C. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.

16.01.2 Determinations will be made on a case by case basis, based upon the circumstances of individual cases. Determinations will be made by the case manager and may be appealed in writing within sixteen (16) days to the Housing Services Director. The decision of the Housing Services Director shall be final.

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

16.02 DECEASED HEAD OF HOUSEHOLD

16.02.1 When the head of an assisted household dies during tenancy and there are other adults in the household, the following policies will apply:

- A. If there is a co-head of household, the co-head would automatically become the head of household.
- B. If there is no co-head of household, the remaining family members shall decide who will be selected as the head of household.

16.02.2 When the head of an assisted household dies during tenancy and all of the remaining household members are minors, the HA may:

- A. Allow an adult guardian to reside in the unit until a court-appointed guardian is established.

B. In accordance with normal eligibility and screening policies, the HA may add the new guardian as the new head of household.

POLICY 17 PAYMENT STANDARDS

17.01 PURPOSE

17.01.1 Payment standards are established and used in the calculation of the housing assistance payment (HAP) that the Housing Authority (HA) pays to the owner on behalf of the family leasing the unit. Payment standards should allow families a reasonable selection of decent, safe, and affordable housing in a range of neighborhoods in the HA's jurisdiction.

17.01.2 Payment Standards are the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family). The payment standard for a family is the lower of: the payment standard for the family unit size indicated on the voucher; or the payment standard for the size of the unit leased by the family.

17.02 PAYMENT STANDARD AREAS

17.02.1 HUD publishes fair market rents (FMRs) for U.S. Postal Service ZIP code areas, metropolitan areas, and nonmetropolitan counties (see 24 CFR 888.113). Within each of these FMR areas, the applicable FMR is:

- (i) The HUD-published Small Area FMR for:
 - (A) Any metropolitan area designated as a Small Area FMR (SAFMR) area by HUD in accordance with 24 CFR 888.113(c)(1).
 - (B) Any area where a PHA has notified HUD that the PHA will voluntarily use SAFMRs in accordance with 24 CFR 888.113(c)(3).
- (ii) The HUD-published metropolitan FMR for any other metropolitan area.

17.03 PAYMENT STANDARD SCHEDULE

17.03.1 Annually, the PHA will review HUD's published FMRs and adopt a payment standard schedule that establishes voucher payment standard amounts for each FMR area in the PHA jurisdiction. The review will include an evaluation of HUD's fair market rent calculations, including the small area fair market rent by zip code on an annual basis. The HA may consider the following: rent burden of assisted families, availability of suitable vacant units with rents below the payment standards, size and amenities of units selected, time required to locate housing, leasing success rates, and large number of families moving out of the HA's jurisdiction.

17.03.2 For each payment standard area, the PHA must establish a payment standard amount for each unit size, measured by number of bedrooms (zero-bedroom, one-bedroom, and so on). These payment standard amounts comprise the PHA's payment standard schedule.

17.03.3 The PHA must revise its payment standard amounts and schedule no later than three (3) months following the effective date of the published FMR.

17.03.4 The Housing Services Director shall have the authority to establish the Payment Standard Schedule based upon the parameters outlined in Section 17.04 below. Recommendations to revise the payment standard outside of these parameters will be brought forward to the CDA for their consideration as warranted and based upon this annual evaluation.

17.04 PAYMENT STANDARD

17.04.1 The PHA will establish a payment standard within the basic range payment standard that is equal to 110% of the fair market rent as determined by the U.S. Department of Housing and Urban Development. The PHA will establish a basic range payment standard amount for each unit size that will equal the same percentage of the published FMR.

17.04.2 The PHA may establish exception payment standard amounts for all units, or for units of a particular size. The exception payment standard may be established for a designated part of the FMR area (called an “exception area”) or for the entire FMR area. The exception area must meet the minimum area requirement at § 982.503(a)(3)(ii). The PHA will establish an exception payment standard amounts between 110 percent and 120 percent of the applicable FMR for such duration as HUD specifies by notice upon notification to HUD that the PHA meets at least one of the following criteria: (i) Fewer than 75 percent of the families to whom the PHA issued tenant-based rental vouchers during the most recent 12-month period for which there is success rate data available have become participants in the voucher program; (ii) More than 40 percent of families with tenant-based rental assistance administered by the agency pay more than 30 percent of adjusted income as the family share; or (iii) Such other criteria as the Secretary establishes by notice. If an exception payment standard is established, the same percentage of the published FMR will be applied to each unit size.

17.04.3 The payment standard may be increased to 120% of the applicable FMR by the Housing Services Director, if required as a FYI in accordance with 24 CFR part 8 for a person with a disability. The PHA may establish a payment standard greater than 120 percent of the applicable FMR as a reasonable accommodation for a person with a disability in accordance with 24 CFR part 8, after requesting and receiving HUD approval.

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

payments calculated using the higher payment standard until the next annual reexamination.

17.04.5 The PHA will consider the voluntary use of SAFMRs in accordance with 24 CFR 888.113(c)(3) when the difference between zip code areas is greater than 10% and the use of SAFMRs is anticipated to result in expanded affordable housing options for participants. The PHA-designated payment standard area will be no smaller than those for U.S. Postal Service ZIP code areas. If the Small Area Fair Market Rent becomes lower than the payment standard based on the overall Fair Market Rent, the higher payment standard will be implemented.

17.05 PAYMENT STANDARD CHANGES

17.05.1 Whenever the FMR increases or decreases, the HA will update its payment standards to be equal to 110% of FMR or the exception payment standard for the applicable zip code or 120% of the FMR if approved by HUD as a special waiver or as allowed or directed by HUD.

17.05.2 The HA will update the changes expeditiously, but no later than three months from the effective date of the changed FMR.

17.05.3 Normal rounding rules will not apply when determining the payment standard amount from the FMR, because they cannot exceed the HUD basic range. While rounding the payment standards to a whole dollar amount, the HA must ensure that the rounded figures are within the basic range and will round down to the nearest whole dollar.

17.05.4 If a payment standard is increased, the PHA must use the increased payment standard amount to calculate the monthly housing assistance payment for the family beginning on later than the earliest of: (i) The effective date of an increase in the gross rent that would result in an increase in the family share; (ii) The family's first regular or interim reexamination; or (iii) One year following the effective date of the increase in the payment standard amount .

17.05.5 If a payment standard is decreased, the PHA will not reduce the payment standard amount used to calculate the subsidy for a family for as long as the family continues to reside in the unit for which the family is receiving assistance. .

17.05.6 Irrespective of any increase or decrease in the payment standard amount, if the family unit size either increases or decreases during the HAP contract term, the new family unit size may be used to determine the payment standard amount for the family at the family's first regular reexamination following the change in family unit size. If the PHA lowers its payment standards, the payment standard applies immediately to all new admissions, moves, and families remaining in their units with a new HAP contract

(e.g., when the owner offers or requires a new lease). If a family's voucher size is reduced, any lowered payment standard will be applied at the first regular (annual) reexamination following the subsidy standard change.

POLICY 18 PROGRAM TERMINATIONS

18.01 The PHA will terminate assistance for a participant if social security disclosure requirements are not met.

18.02 The PHA will terminate assistance for a participant if any family member fails to sign and submit required consent forms.

18.03 The PHA will terminate assistance for a participant if the family does not establish citizenship or eligible immigration status.

18.04 The PHA will terminate assistance for a participant if they determine that a family member has knowingly permitted an individual ineligible for assistance (under Restriction on Assistance to Noncitizens Regulations) to reside in the assisted housing unit of the family member.

18.05 The PHA will terminate assistance for a participant if it is discovered that a member of an assisted household who was admitted after June 25, 2001, was subject to a lifetime registered sex offender requirement. The family will be given the opportunity to remove that individual from the household to retain their assistance.

18.06 The PHA will terminate assistance for a participant if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612. If the household contains eligible and ineligible students, the eligible students will not be terminated and the PHA will either issue a voucher for the eligible members to move with continued assistance or the eligible members may remain in the unit if the ineligible student(s) move out.

18.07 The PHA will terminate assistance for a participant if the family was evicted for serious violation of the lease.

18.08 The PHA will terminate assistance for a participant if the family violates any family obligation under the program as indicated on the Voucher. This includes, but is not limited to: allowing HQS inspections; using the assisted unit as the family's only residence; paying utility bills; reporting all changes in family composition to the HA within ten (10) days of the change. Failure to report changes in family composition in a timely manner will be considered misrepresentation and may result in the termination of assistance and/or a repayment to the HA for the difference between **the HAP and what the HAP would have been with the change in family composition.**

18.09 The PHA will terminate assistance for a participant if any family member commits fraud, bribery, or another corrupt or criminal act regarding the program.

18.10 The PHA will terminate assistance for a participant if the family owes rent or other amounts to the PHA, including breaching a repayment agreement with the PHA.

18.10.1 If evidence of misrepresentation exists, repayment, in full amount of the overpayment, must be made to the HA whether the action was intentional or unintentional.

18.10.2 If evidence indicates the misrepresentation was unintentional, or if intent is unclear, the tenant must begin making regular monthly payments to the HA beginning the first of the month following notification to the tenant of the overpayment. The monthly repayment amounts due the program from a tenant for amounts due under \$1,000 shall be determined by taking the full amount owed and dividing that amount equally over the following 12 months. The minimum repayment amount per month will be \$5.00. The monthly repayment amounts due the program for amounts over \$1,000 will be determined by the Program staff to be reasonable and approved by the Housing Services Director. Payments are due by close of business the fifth day of each month.

18.10.3 If evidence indicates the misrepresentation was intentional and the amount overpaid on behalf of the tenant exceeds \$1,000, the case may be referred to the Rock County District Attorney's Office with a copy of information and materials to the appropriate Regional Inspector General for investigation of the information. If evidence indicates the misrepresentation was intentional, repayment must be made in full to the HA and shall be accomplished through a repayment schedule established by the Housing Services Director or their designee. If payments are not made by the tenant as required by the HA, the tenant shall be terminated from the program after 30 days' notice to the landlord involved. Notice to the landlord shall be given on the first day of the month. The entire outstanding balance will be enrolled for collection). The tenant/family will not be allowed to again participate in the program until the debt is repaid in full or ten (10) years following termination from the program.

18.11 The PHA will terminate assistance for an FSS participant family if they fail to comply with the family's FSS contract.

18.12 The PHA will terminate assistance for a participant if the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

18.13 The PHA will terminate assistance for a participant if the PHA has determined that any member of the household has ever been convicted for drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

18.15 ILLEGAL DRUG USERS

18.15.1 The HA will terminate assistance for a participant family if any family member:

- Has engaged in illegal drug activity, including currently engaging in any illegal use of a drug
- A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment on the premises by other residents.
- A household member has violated family obligations not to engage in any drug related activity.
- A household member's alcohol abuse or pattern of abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

18.15.2 The following standards may be used in making this determination:

- A. If any member of the family has been arrested for illegal drug activity and a review of the conduct that lead to the arrest demonstrates that the family member was engaged in illegal drug activity. The activity for which the participant was arrested must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.
- B. If any member of the family has been convicted of illegal drug activity. The activity for which the participant was convicted must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

18.15.3 The HA may choose not to terminate assistance if the family member can demonstrate that they:

Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and

Is recovering, or has recovered from such addiction and does not currently use or possess controlled substances. The HA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition of being allowed to reside in the unit.

18.16 ALCOHOL ABUSERS

18.16.1 The HA may terminate assistance for a participant family if any member of the family abuses alcohol in such a way that it interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

18.16.2 The following standards may be used in making this determination:

A. If any member of the family has been arrested for an activity that interferes with the health, safety and right to peaceful enjoyment of property of others, and a review of the conduct that lead to the arrest demonstrates that the family member was engaged in prohibited alcohol-related activity. The activity for which the participant was arrested must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

B. If any member of the family has been convicted of an activity that interferes with the health, safety and right to peaceful enjoyment of property of others, which is alcohol related. The activity for which the participant was convicted must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

18.16.3 The HA may choose not to terminate assistance if the family member can demonstrate that they:

Have an addiction to a controlled substance, a record of such an impairment, or are regarded as having such an impairment; and

Are recovering, or have recovered from such addiction and do not currently use or possess alcohol. The HA may require a family member who has engaged in the disruptive use of alcohol to submit evidence of participation in, or successful completion of, a treatment program as a condition of being allowed to reside in the unit.

18.17 DISORDERLY CONDUCT, PHYSICAL/SEXUAL CONTACT VIOLATIONS, CRIMES AGAINST A CHILD, AND/OR VIOLENT CRIMINAL BEHAVIOR

18.17.1 The HA may terminate assistance for a participant family if any member of the family is involved in violent or sexual criminal activity, including Disorderly Conduct in which any of the following circumstances apply:

- a) Violent or Threatening Crimes
 - i) Homicide, attempted homicide, or manslaughter
 - ii) Assault, battery, or domestic violence
 - iii) Robbery or armed robbery
 - iv) Stalking or harassment
- b) Drug-Related Criminal Activity
 - i) Illegal manufacture, sale, or distribution of controlled substances
 - ii) Possession with intent to distribute
 - iii) Maintaining a drug house or allowing drug activity of the premises
- c) Weapons Offenses
 - i) Unlawful possession of firearms or dangerous weapons

- ii) Discharging a firearm
- iii) Use of a weapon in connection with threats, assaults, or intimidation
- d) Property Crimes that Endanger Safety
 - i) Arson
 - ii) Burglary or Home Invasion
 - iii) Significant property destruction that impacts the safety of others
- e) Sex-Related Crimes
 - i) Sexual assault or attempted sexual assault
 - ii) Indecent exposure or lewd conduct
 - iii) Human Trafficking
- f) Crimes Against Children
 - i) Sexual Assault or attempted sexual assault of a Child
 - ii) Sexual Exploitation of a Child
 - iii) Human Trafficking of a Child
 - iv) Kidnapping
 - v) Child Enticement
 - vi) Possession of Child Pornography
 - vii) Felony Child Neglect

In deciding whether to terminate assistance for a participant family, the HA shall consider all of the circumstances of each case including the seriousness of the case, the extent of participation or involvement of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action. The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

18.18 DISCRETION TO CONSIDER CIRCUMSTANCES

18.18.1 In deciding whether to terminate assistance for a participant family, under Policy 18, the HA has discretion to consider all of the circumstances of each case including the seriousness of the case, the extent of participation or involvement of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action.

18.18.2 The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action will not reside in the unit.

18.19 NOTIFICATION

Participants shall be notified in writing of the decision to terminate assistance, the termination notice shall state who committed the alleged violation, what conduct the HA alleges occurred, when the alleged incident occurred, what policies or rules the conduct violates, how the conduct fails to comply with the HA rules or policies, and what evidence the HA has that leads it to believe that the described violation occurred. The

termination notice shall state the participant has a right to request an informal hearing and shall state the deadline for the participant to request an informal hearing.

**POLICY 19
TERMINATION OF LEASE**

19.01 TERMINATION OF LEASE

19.01.1 The owner shall not terminate the tenancy of the family except for:

- A. Serious or repeated violation of the terms and conditions of the lease;
- B. Violation of Federal, State or local law which imposes obligations on the family in connection with the occupancy and use of the dwelling unit; or
- C. Other good cause (as defined in the Housing Assistance Payment Contract).

19.01.2 The owner may evict the family from the contract unit only by instituting court action. The owner must notify the HA in writing of the commencement of procedures for termination of tenancy, at the same time that the owner gives notice to the family under state or local law. The notice to the HA may be given by furnishing to the HA a copy of the notice sent to the family.

19.02 CLAIMS FOR DAMAGES

Owners may not claim reimbursement from the HA for unpaid rent payable by the tenant, damages to the unit, or for other amounts owed by the tenant. The owner, in accordance with state law, may use the security deposit as reimbursement for these amounts. 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.

POLICY 20
INFORMAL REVIEW FOR APPLICANTS

20.01 An applicant who is denied assistance may request an informal review of the decision.

20.02 All requests for an informal review must be submitted in writing to the Housing Services Director within sixteen (16) calendar days of the date which the applicant was notified of the decision to deny assistance.

20.03 The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

- A. Discretionary administrative determinations by the HA.
- B. General policy issues or class grievances.
- C. A determination of the family unit size under the HA subsidy standards.
- D. An HA determination not to approve an extension or suspension of a certificate or voucher term.
- E. An HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
- F. An HA determination that a unit selected by the applicant is not in compliance with HQS.
- G. An HA determination that the unit is not in accordance with HQS because of the family size or composition.

20.04 The Housing Services Director shall give the applicant the opportunity to present written or oral objections to the HA decision.

20.05 Within thirty (30) calendar days of the receipt of the appeal the applicant shall be notified in writing of the final decision including a brief statement of the reasons for the final decision.

POLICY 21
INFORMAL HEARING FOR PARTICIPANT

21.01 A participant whose assistance is being terminated may request an informal hearing of the decision.

21.02 All requests for an informal hearing must be submitted in writing to the Housing Services Director within sixteen (16) calendar days of the date which the applicant was notified of the decision to terminate assistance.

21.03 The HA must give a participant family an opportunity for an informal hearing for the following determinations:

- A. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- B. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
- C. A determination of the family unit size under the HA subsidy standards.
- D. A determination that a voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
- E. A determination to terminate assistance for a participant family because of the family's action or failure to act.
- F. A determination to terminate assistance because the participant family failed to notify or receive approval from the HA for an absence exceeding thirty (30) calendar days or has been absent from the assisted unit for longer than 120 calendar days.

21.02 The HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

21.03 In the cases described in A, B, and C above, the HA must notify the family that the family may ask for an explanation of the basis of the HA determination and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

21.04 In the cases described in D, E, and F above, the HA must give the family prompt written notice that the family may request a hearing. This notice must:

- A. Contain a brief statement of reasons for the decision, , and shall state who committed the alleged violation, what conduct the HA alleges occurred, when the alleged incident occurred, what policies or rules the conduct violates, how the conduct fails to comply with the HA rules or policies, and what evidence the HA has that leads it to believe that the described violation occurred.
- B. State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
- C. State the deadline for the family to request an informal hearing. All requests for an informal hearing must be submitted in writing to the Neighborhood & Community Services Director within sixteen (16) days of the date the family was notified of the decision of the HA , and
- D. Include a copy of the Reasonable Accommodation Policy, and
- E. Include a copy of the VAWA Notice of Occupancy Rights, and
- F. Include a copy of the VAWA Certification.

POLICY 22 INFORMAL HEARING PROCEDURES

22.01 Once a request for an informal hearing is received by the HA, the hearing will be scheduled, when possible, in thirty (30) calendar days. Hearing may be in person or through a virtual platform. Those who speak limited English may request an interpreter for the hearing.

22.02 Once a hearing is scheduled, the family will be given the opportunity to examine their file and any HA documents that are directly relevant to the hearing. The family will be allowed to copy any documents at the family's expense. If a document is not made available to the family, the HA may not rely on the document or present the document at the hearing. An appointment will be set up for the family for review and the family shall be notified in writing of the appointed date and time for review.

22.03 The HA must be given the opportunity to examine at the HA offices any family documents that are directly relevant to the hearing. If the family does not make the document available to the HA, the family may not rely on the document or present the document at the hearing.

22.04 At its own expense, the family may be represented by a lawyer or other representative.

22.05 A hearing officer will be appointed by the HA. The hearing officer shall be a person who did not make or approve the decision under review, or a subordinate of this person. The HA and the participant are prohibited in engaging in ex parte communication with the hearing officer regarding the merits of the case from the time the termination proceedings begin until a decision has been made. Communication between the HA or participant and the hearing officer regarding administrative items, such as scheduling the hearing is allowed. The hearing officer shall take notes of the testimony and shall mark and preserve all exhibits. The hearing officer shall cause the proceedings to be taken by a stenographer or by a recording device, the expense thereof to be paid by the HA.

22.06 The HA will first be given the opportunity to present evidence and witnesses to support its decision. The family will be allowed to question witnesses.

22.07 The family will then be allowed to present evidence and witnesses. The HA will be allowed to question witnesses.

22.08 Both the HA and the family will be allowed an opportunity to summarize their arguments with the Housing Authority proceeding first.

22.09 The hearing officer will issue a written decision within fourteen (14) days of the completion of the hearing briefly stating the reason 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. The hearing officer may not rely on uncorroborated hearsay for any essential findings of fact. The hearing officer may make determinations as to the credibility of witnesses. The HA may rely on witnesses, sworn statements, documents, or other evidence to make the decision to terminate assistance. The HA may not rely on uncorroborated hearsay to make the decision to terminate assistance. The HA may not terminate assistance solely because a participant has received mail for someone who does not reside with the participant. A copy of the decision shall be furnished promptly to the family. The decision shall notify the family of its right to request judicial review of the hearing decision from the circuit court within thirty (30) days of receipt of the decision.

22.10 The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- A. Discretionary administrative determinations by the HA.
- B. General policy issues or class grievances.
- C. Establishment of the HA schedule of utility allowances for families in the program.
- D. A HA determination not to approve an extension or suspension of a certificate or voucher term.
- E. A HA determination not to approve a unit or lease.
- F. A HA determination that an assisted unit is not in compliance with HQS. (However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for breach of the HQS caused by the family).
- G. A HA determination that the unit is not in accordance with HQS because of the family size.
- H. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

22.11 The HA is able to overrule the hearing officer in the event that the decision made by the hearing officer is contrary to HUD regulations.

22.12 The date of the termination shall be the date outlined in the initial termination notice or the last day of the month following the hearing officer's decision whichever is later.

**POLICY 23
RESERVED**

POLICY 24
APPROVAL OF LIVE-IN AIDE

24.01 A live-in aide is defined as:

A person approved by the HA who resides in the unit to care for a family member who is disabled or at least 50 years of age, and who:

- A. Is determined to be essential to the care and well-being of the person; and
- B. Is not obligated for the financial support of the person; and
- C. Would not be living in the unit except to provide the necessary supportive services.

24.01.1 The HA will require signed certification from a qualified professional that a reasonable accommodation for a live-in aide is medically necessary. Re-certification may be required on an annual basis.

24.02 Relatives of the family shall not be automatically excluded as a live-in aide, but must meet the above requirements to qualify.

24.03 The HA may refuse to approve a person as a live-in aide, or may withdraw such approval, if the person:

- A. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
- B. Commits drug-related or violent criminal activity; or
- C. Currently owes rent or other amounts to the HA or to another HA in connection with the Housing Choice Voucher (HCV) or other public housing assistance under the U.S. Housing Act of 1937.

24.04 The individual who will be residing in the unit as a live-in-aide will be required to sign a Live-In-Aide Certification that will state they are aware of the requirements to not contribute financially to the household, and continuing compliance with the requirements in items 24.03 A, B and C.

24.05 The HA will not refuse to approve a live-in aide because the aide has family members that would be residing in the unit, provided that the presence of the live-in aide's family does not overcrowd the unit or create an undue financial burden (i.e. increased occupancy standard).

24.06 Decisions to deny the approval of a person as a live-in aide may be appealed to the Housing Services Director. The decision to deny approval may be grieved in accordance with Policy 22.

**POLICY 25
FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

25.01 DEFINITION

A voluntary program whose goal is to enable families participating in the Rental Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient.

25.02 OUTREACH

Staff will recruit participants for the Family Self-Sufficiency program from families who are current participants in the Rent Assistance Program. The program will also be explained during group and individual orientation sessions.

25.03 ESCROW PAYMENTS

25.03.1 All escrowed funds will be deposited into a single depository account.

25.03.2 A separate subsidiary ledger will be maintained for each family participating in the FSS program showing deposits and interest credits into the account.

25.03.3 When the participant signs their Contract of Participation, the Total Tenant Payment (TTP) is determined at that point, and this becomes the baseline TTP.

25.03.4 As the participant's earned income increases (which increases the TTP) any difference between the baseline TTP and the actual TTP is deposited into an escrow account on behalf of the family on a monthly basis.

25.03.5 In order for deposits to be made into an escrow account on behalf of a participant, the participant must report the change in income to the HA, and the HA must complete an interim re-examination of income to adjust the monthly TTP. If a participant fails to report a change in income, the participant's escrow account will not be credited with any portion of back rent.

25.03.6 FSS accounts will be credited on a monthly basis, but transfers to the depository account will occur on an annual basis.

25.03.7 Amounts deposited in the escrow account will earn monthly interest at the same rate as the City of Janesville's investments in the Local Government Investment Pool.

25.04 WITHDRAWAL FROM ESCROW ACCOUNT

25.04.1 Funds in the escrow account will be disbursed when:

- A. The family completes the contract; or
- B. Whenever 30 % of the family monthly adjusted income equals or exceeds the FMR for the size of the unit for which the family qualifies; and
- C. When no family member receives welfare assistance.

25.04.2 Fund in the escrow account may be partially disbursed if:

- A. The family has fulfilled interim Contract goals; and
- B. Needs a portion of the FSS account funds for the purposes consistent with the Contract such as:
 - School tuition or other school costs,
 - Job training expenses,
 - Business start-up expenses, and
 - Car when public transportation is unavailable or inaccessible to the family.

25.04.3 The decision to disburse funds from an escrow account shall be made by the Housing Services Director.

25.05 Amounts in the escrow account shall be forfeited if:

- A. The Contract of Participation is terminated; or
- B. The Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions.

POLICY 26 VERIFICATION OF INFORMATION

26.01 It is the responsibility of the Housing Authority staff to determine, in accordance with HA policy, each applicant's

Eligibility,
family size,
income eligibility,
and Total Tenant Payment.

HUD regulations require the HA to verify:

- A. Type of family (for purpose of determining preferences and allowances)
- B. Income/assets of all family members
- C. Appropriate allowances and/or deductions
- D. Local preference claims
- E. Documentation required by local PHA policy
- F. Social security numbers for all household members, except non-contending persons
- G. Eligible immigration status.

26.02 Initially, and at each annual re-examination, the head of the household and all adult household members will be required to sign a release and consent form authorizing the release of necessary information to the Housing Authority.

26.03 The PHA will obtain verification of eligibility no more than 60 days before initial issuance of voucher.

26.04 The housing authority will require third-party verifications for all sources of income, assets, and expenses required to be verified by HUD. Verification will occur based upon the following verification technique (from highest to lowest).

- Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system. This is mandatory for all participants, but not currently available for applicants.
- Upfront Income Verification (UIV) using non-HUD system (i.e., Work #, State Govt. database, IRS transcript Form 4506-T).
- Written Third Party Verification. This is mandatory to supplement EIV-reported income sources and when EIV has no data; mandatory for non-EIV reported income sources; mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support the dispute. Written Third Party Verification consists of an original or authentic document generated by a third-party source dated within the 120-day period preceding the

review. Acceptable documentation includes, but is not limited to the following: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Supporting documents for fixed-income sources such as social security, will be accepted if they are dated within the appropriate benefit year.

- **Written Third Party Verification Form.** This is mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation. Written Third Party Verification Form consists of a standardized form to collect information from a third-party source, which is sent directly to the third-party source and completed by the third party.
- **Oral Third-Party Verification.** This is mandatory if written third-party verification is not available. Oral Third-Party Verification consists of telephone or in-person contact with a third party. If oral third-party verification is used, the name and phone number of the person, along with the confirmed information shall be documented for the tenant file.
- **Tenant Declaration.** This verification technique is to be used when the PHA is unable to obtain any type of third-party verification and when households report assets of less than \$5,000. Tenant verification consists of an affidavit of reported income and/or expenses from the tenant to the PHA.

A first request will be emailed, faxed, or mailed to the verification source. If no response is received within seven (7) to sixteen (16) calendar days, a second request will be mailed. If no response is received to the second request within sixteen (16) calendar days, staff may pursue another level of verification.

26.05 The PHA will not verify income sources which must be reported to HUD, but which are fully excluded in the calculation of annual income. This includes items such as: Supplemental Nutrition Assistance Program benefits (food stamps) and income from live-in aides. The PHA will accept the participant's self-certification as verification of fully excluded income. The PHA may elevate the verifications if believed necessary to determine if a source of income qualifies for a full exclusion.

26.06 The PHA may use a streamlined annual re-examination process for the verification of income for elderly families and disabled families where 100% of their income is fixed. Fixed income includes: social security; supplemental security income; security disability insurance; State disability benefits; various pension plans; and other periodic payments that are substantially the same amounts from year to year. Family incomes would be recalculated by applying any published cost of living adjustments to the previously verified income amount.

26.07 In verifying and calculating annual income from assets greater than \$5,000, the PHA will use the greater of either: (1) actual income resulting from all net family assets; or (2) a percentage of the value of such assets based upon a passbook savings rate

established by the PHA within 75 basis points (plus or minus .75%) of the Savings National Rate. The passbook savings rate is reviewed annually by the PHA to ensure that it falls within the safe harbor range of plus or minus .75% of the national rate. When set (or reset) by the PHA, the passbook savings rate will be equal to the national savings rate in effect on that date as published by the Federal Deposit Insurance Corporation (www.fdic.gov/regulations/resources/rates/).

POLICY 27
EQUAL OPPORTUNITY AND FAIR HOUSING POLICY

This Housing Authority will not deny to any family the opportunity to apply for admission, nor deny an eligible applicant the opportunity to receive assistance on the basis of sex, race, color, sexual orientation, gender identity, disability, religion, national origin, marital status, familial status, lawful source of income, age or ancestry, gender expression or status as a victim of domestic violence, dating violence, sexual assault or stalking.

It is the policy of this Housing Authority to comply fully with all federal, state and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA will assist a family that claims that illegal discrimination has prevented the family from leasing a suitable unit.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk. Fair Housing posters are posted throughout the Housing Authority office at a height easily readable from a wheelchair.

The Neighborhood & Community Services office is accessible to persons with disabilities, and accessibility for the hearing impaired is provided by the TDD line.

27.01 SERVICES FOR NON-ENGLISH-SPEAKING APPLICANTS AND PARTICIPANTS

The Neighborhood & Community Services office will have access to a translation service agency to provide this service to applicants and/or participants who speak languages other than English in order to assist non-English speaking families.

27.02 CERTIFICATION

The HA will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

POLICY 28 REASONABLE ACCOMMODATION

28.01 In the event that a person with disabilities may need a reasonable accommodation in order to take full advantage of the housing programs and related services, the following policy clarifies how people can request accommodations and the guidelines the Neighborhood & Community Services office will follow in determining whether it is reasonable to provide a requested accommodation. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability.

28.02 Because disabilities are not always apparent, the Neighborhood & Community Services office will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

The full application and annual questionnaire include information about the HA's reasonable accommodation policy and the applicant/participant's right to request a reasonable accommodation. In addition, all termination notices shall include information about the right to request a Reasonable Accommodation.

28.03 The HA will use the broad definition of a person with a disability for the purposes of granting a reasonable accommodation request under ADA/Section 504/Fair Housing Act. This definition defines a "handicap" as: a physical, mental or emotional impairment that substantially limits one or more of a person's major life activities; has a record of such impairment; or is regarded as having such impairment. The following categories are excluded from Fair Housing Act protections: current drug users, people whose alcohol use interferes with the rights of others, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless the threat can be controlled with a reasonable accommodation, and juvenile offenders and sex offenders.

28.04 The Housing Services Director may approve a payment standard greater than 110%, but not more than 120%, if required as a reasonable accommodation for a family that includes a person with disabilities. Prior to making this determination, the HA will perform a rent reasonableness determination. In addition, the HA will verify that the unit has the feature(s) required to meet the needs of the person with disabilities.

POLICY 29 VIOLENCE AGAINST WOMEN ACT

29.01 PURPOSE

The purpose of this Policy is to implement the applicable provisions of the Violence Against Women Act Reauthorization Act of 2022, the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) the Violence Against Women Reauthorization Act of 2013 (VAWA 2013) and more generally to set forth the HA's policies and procedures regarding domestic violence, dating violence, sexual assault and stalking, regardless of sex, sexual orientation, or gender identity as hereinafter defined.

The general purpose of the law is to reduce domestic violence, dating violence, sexual assault, and stalking, and to prevent homelessness. The law protects victims of domestic violence, dating violence, sexual assault and stalking who reside in public, assisted, and other types of housing and ensures that such victims have meaningful access to the criminal justice system without jeopardizing such housing.

29.02 GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault or stalking;
- D. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault or stalking, affecting individuals assisted by the HA.

29.03 ADMISSIONS AND SCREENING

Non-Denial of Assistance. The HA will not deny admission to any person in the HCV Program because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking, provided that such person is otherwise qualified for such admission. Applicants will be provided with a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault or Stalking Form, and will be requested to sign an acknowledgement form at the time they complete the full application/questionnaire.

Applicants who have been determined to be ineligible for assistance, will also receive a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault or Stalking Form, in their denial letter, which also informs them of their opportunity for an Informal Review.

29.04 TERMINATION OF ASSISTANCE

29.04.1 VAWA PROTECTIONS

Under VAWA, assistance will not be terminated by the HA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. However, the protection against termination of assistance described in this paragraph is subject to the following limitations:

- A. Nothing contained in this paragraph shall limit any otherwise available authority of the HA to terminate assistance for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in questions against the tenant or a member of the tenant's household.
- B. Nothing contained in this paragraph shall be construed to limit the authority of the HA to terminate the assistance of any occupant who can be demonstrated to pose an actual and imminent threat to other tenants or those employed at or providing service to the property.
- C. Nothing contained in this paragraph shall be construed to supersede any provision of Federal, State, or local laws that provide greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Participants who have been determined to be found ineligible for continued assistance, will receive a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault or Stalking Form, in their notice of termination, which also informs them of their opportunity for an Informal Hearing.

29.04.2 REMOVAL OF THE PERPETRATOR

Further, notwithstanding anything in Federal, State or local law to the contrary, the HA may divide a lease, or remove a household member from a lease in order to remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or

lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual. Such action shall be made without regard to whether a household member is a signatory to a lease. Such action against the perpetrator of such physical violence may be taken without removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or lawful occupant.

29.05 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

29.05.1 REQUIREMENT FOR VERIFICATION

The law allows, but does not require, the HA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in 29.05.3 below, the HA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the HA.

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

1. HUD-approved form (HUD-5382). By providing to the HA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse, meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator only if the perpetrator is safe to provide and is known to the victim.
2. Other documentation – by providing to the HA documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, a mental health or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or other knowledgeable professional. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident in question bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. Police or court record – by providing to the HA a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
4. A record of an administrative agency.

29.05.2 TIME ALLOWED TO PROVIDE VERIFICATION/FAILURE TO PROVIDE

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by the HA to provide verification, must provide such verification within sixteen 16 business days (excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time, will result in loss of protection under VAWA and this policy against a proposed adverse action. The PHA may extend the sixteen 16-day deadline at its discretion; however, any extension granted shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

29.05.3 WAIVER OF VERIFICATION REQUIREMENT

The Housing Services Director may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

29.05.4 PROHIBITION ON RETALIATION

No public housing agency or owner or manager or housing assisted under the rental assistance program shall discriminate against any person because that person has opposed any act or practice made unlawful by VAWA, or because that person testified, assisted, or participated in any related matter.

No public housing agency or owner or manager of housing assisted under the rental assistance program shall coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under VAWA including:

- a. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under this VAWA; and
- b. Retaliating against any person because that person has participated in any investigation or action to enforce VAWA.

POLICY 30
TERMINATION OF ASSISTANCE DUE TO INSUFFICIENT FUNDING

30.01 PURPOSE

The purpose of this policy is to outline how the HA would terminate HAP contracts, in accordance with HUD requirements, if the HA determines that funding under the Consolidated Annual Contributions Contract is insufficient to support continued assistance for households in the program.

30.02 FUNDING DETERMINATION

In determining if funding under the Consolidated Annual Contributions Contract is insufficient to support continued assistance for households in the program, the HA will take into consideration its available budget authority, which includes unspent prior year HAP funds maintained in the HA's Net Restricted Assets account.

30.03 COST SAVING MEASURES

Before terminating HAP contracts on the basis of insufficient funding, the HA will ensure that it has carefully considered all cost-savings measures and the impact such terminations will likely have on program applicants and participants.

30.04 NOTIFICATION

Before terminating any HAP contracts, the HA will notify the HUD Field Office and its financial analyst at the Financial Management Center.

Before terminating any HAP contracts, the HA will provide 90 days advance notice to affected landlords and tenants.

30.05 ORDER OF TERMINATION

If the termination of HAP contracts due to insufficient funding is required, the order of terminations will be as follows:

1. Single, non elderly, non disabled households, starting with the individuals who have been on the program the longest amount of time;
2. Non-elderly, non-disabled households, starting with the individuals who have been on the program the longest amount of time;
3. Participants in the YWCA Transitional Living Program or other approved Transitional Living Program, starting with the individuals who have been on the program the longest amount of time;

4. Elderly, non disabled households, starting with the individuals who have been on the program the longest amount of time.
5. Disabled households, starting with the individuals who have been on the program the longest amount of time.

30.06 RESUMPTION OF ASSISTANCE

Individuals and households terminated from the program due to a funding shortfall will be placed on the top of the waiting list. As soon as sufficient funding is available, assistance will be offered in the reverse order of the terminations.

POLICY 31 CONFLICT OF INTEREST

31.01 A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

A "Covered individual" means a person or entity who is a member of any of the following classes:

- (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
- (2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
- (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
- (4) Any member of the Congress of the United States.

An "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sibling (including step-siblings) of any covered individual.

31.02 The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

31.03 No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

31.04 The PHA must not approve an assisted tenancy if the owner is the parent, child, grandparent, grandchild, sibling of any member of the family, unless approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

31.05 The PHA must not approve the tenancy contracts of any covered individual, including immediate family members.

31.06 The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

POLICY 32
FOSTER YOUTH TO INDEPENDENCE TENANT PROTECTION VOUCHER
PROGRAM

32.01 PURPOSE

The Foster Youth to Independence (FYI) initiative provides Housing Choice Voucher (HCV) assistance to youth transitioning from foster care who are at risk of homelessness. This chapter establishes the Public Housing Agency's (PHA) policies for administering FYI vouchers in accordance with Section 8(o) of the U.S. Housing Act of 1937, as amended, and PIH Notice 2025-08.

The FYI program is designed to:

- Prevent homelessness among youth aging out of foster care,
- Support their transition to independence, and
- Strengthen partnerships between PHAs and Public Child Welfare Agencies (PCWAs).

Rental assistance for youth under the Foster Youth to Independence-Tenant Protection Voucher Program (FYI-TPV) was authorized in the Consolidated Appropriations Act, 2019 (2019 Appropriations Act; Public Law 116-6, approved February 15, 2019). The FYI-TPV Voucher Program at the City of Janesville Housing Authority combines rental assistance with services overseen by the Southwest Wisconsin Workforce Development Board (SWWDB), and the Homeless Intervention Task Force (HITF).

The City of Janesville Housing Authority has signed a Memorandum of Agreement for the Foster Youth to Independence program. In this agreement the City of Janesville Housing Authority, SWWDB, RCHS, and HITF will work to expand the number of youths served by incorporating FYI-TPV into the referral process. The City of Janesville Housing Authority agrees to administer the housing assistance and SWWDB agrees to identify eligible youth and/or provide supportive services.

31.02 DEFINITIONS

Public Child Welfare Agency (PCWA)

PCWA means the agency that is responsible under applicable State law for determining that a child is at imminent risk of placement in out-of-home care or that a child in out-of-home care under the supervision of the public agency may be returned to their family, or that a youth is at least 18 years and not more than 24 years of age and left foster care, or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older.

For purposes of this program, PCWA is Rock County Department of Social Services and The Southwest Wisconsin Workforce Development Board.

Eligible Household

A youth certified by a PCWA as meeting the following conditions:

- Has attained at least 18 years and not more than 24 years of age;
- Has left foster care, or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 or older; and
- Is homeless or is at risk of becoming homeless.

Eligibility is not limited to single persons. Youth may be pregnant or have custody of minor children.

Homeless

Homeless (24 CFR 578.3) means:

- 1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - b) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals);
 - c) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
 - d) An individual who is experiencing trauma or lack of safety related to, or fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against an individual or a family member in the individual's or family's current housing situation, including where the health and safety of children is jeopardized;
 - e) An individual who has no other safe residence; or
 - f) An individual who lacks the resources to obtain other safe permanent housing.
- 2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - a) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - b) No subsequent residence has been identified; and

- c) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
 - d) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: re defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - f) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - g) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- 3) Any individual or family who:
- a) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - b) Has no other residence; and
 - c) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

At Risk of Becoming Homeless

At risk of being homeless means (24 CFR 576.2)

- 1) An individual or family who:
 - a) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - b) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from

moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and

- c) Meets one of the following conditions:
- 1) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - 2) Is living in the home of another because of economic hardship; Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - 3) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - 4) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - 5) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - 6) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved consolidated plan;
- 2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- 3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with them.

Required Supportive Services

The services listed in 1 through 6 below must be provided for a period of 36 months to youth receiving rental assistance through this notice. An eligible youth cannot be required to participate in these services as condition of receipt of the voucher.

1. Basic life skills information/counseling on money management
2. Use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).

3. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
4. Providing such assurances to owners of rental property as are reasonable and necessary to assist an eligible youth to rent a unit with a voucher.
5. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
6. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.

31.03 VOUCHER

These vouchers are governed by the rules set forth in Public & Indian Housing Notice 2019-20, July 26, 2019, Housing Choice Voucher Program regulations at 24 CFR 982, and PIH 2025-08 as may be amended or superseded from time to time..

31.04 ADMINISTRATION

The City of Janesville Housing Authority will administer FYI-TPV vouchers under the same rules as regular Housing Choice Voucher Program vouchers except as described in the sections below. In general,

- A. FYI-TPV vouchers are issued to SWWDB and RCHS referrals only.
- B. The PHA is prohibited from utilizing a residency preference for the FYI Program.
- C. These vouchers are limited to 36 individual months of subsidy. Participants can be provided an additional 24 months assistance (two consecutive one-year extensions) under the following circumstances in at least 9 of the 12 months preceding the extension:
 - a. The Youth is engaged in education
 - b. The Youth is engaged in workforce development
 - c. The Youth is engaged in employment activities
- D. FYI-TPV vouchers will have its own monthly budget report as these vouchers have a separate funding stream. These vouchers are in addition to the Housing Authority's regular voucher allocation.
- E. FYI-TPV vouchers are eligible for portability in the same manner as the Housing Choice Vouchers.

- F. FYI-TPV requires an initial search term of 120 days. The PHA may grant a family one or more extensions of the initial voucher term. Each extension shall be for 90 days. In addition, the PHA will, on at least one occasion, notify the applicant prior to the initial term expiration to remind the participant of the pending expiration.

31.05 ELIGIBILITY

FYI-TPV vouchers are reserved for those families who meet HUD's definition of homeless youth. A youth must be certified by a PCWA as meeting the following conditions:

- Has attained at least 18 years and not more than 24 years of age;
- Has left foster care, or will leave foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 or older; and
- Is homeless or is at risk of becoming homeless.

Eligibility is not limited to single persons. Youth may be pregnant or have custody of minor children.

Eligibility will be extended to those who have Rock County as their county of origin.

SWWDB or RCHS will perform these verifications and keep the documentation in its file records.

31.06 WAITING LISTS

The City of Janesville Housing Authority will not create a waiting list for FYI-TPV applicants. These families may apply for under the City of Janesville Housing Choice Voucher Program when that waiting list is open while participating in the FYI-TPV program. All applicants for The City of Janesville Housing Choice Voucher Programs are placed on waiting lists in accordance with the policy and eligibility requirements at the time of application.

31.07 APPLICANT SCREENING

FYI-TPV applicants are subject to the same criteria as other voucher families. Applicant families that are ineligible will receive an Ineligibility Notice. The City of Janesville Housing Authority will copy the service provider point of contact with the Ineligibility Notice so they may assist the family.

31.08 EXAMINATIONS

All FYI-TPV families will be subject to regular (annual) income and composition examinations. Families are not required to maintain supportive services in order to remain eligible for FYI-TPV continuing assistance.

31.09 INSPECTION REQUIREMENTS

FYI-TPV vouchers will follow the inspection requirements as set forth in Policy 8 Dwelling Unit Approval.

31.10 MOVES AND PORTS

Families are eligible to port their FYI-TPV voucher to any housing authority that administers a voucher program. The City of Janesville Housing Authority will administer portability under standard HUD regulations and Policy 14.

POLICY 33 HOMEOWNERSHIP OPTION

33.01 PURPOSE

33.01.1 In accordance with Federal Regulations 24 CFR 982.625-982.643, the Janesville Housing Authority has elected to offer a homeownership option for families that are assisted under the City's HCV Rent Assistance Program. This option allows eligible participants to purchase a home and have their monthly assistance payment be used towards a mortgage payment, rather than a rental payment.

33.01.2 The homeownership option is intended to provide opportunities for families with low-income levels to become first-time homebuyers and remain stably housed. Through this option, the Housing Authority strives to help families build equity and wealth, demonstrate a commitment to equitable fair housing, promote housing stability, stem the decline and increase the homeownership rate, and provide a path to self-sufficiency.

33.02 ELIGIBILITY REQUIREMENTS FOR FAMILIES

33.02.1 To be eligible for homeownership assistance, a family must meet the following eligibility criteria:

- A. The family must be a current participating family with a minimum of one-year participation with the Janesville Housing Authority, be eligible to end their lease and move under Housing Authority policy and be in good standing (i.e., no pending termination or outstanding repayment agreements); and
- B. The family must meet first-time homebuyer requirements and be any of the following:
 - a. A first-time homeowner, or
 - b. A cooperative member, or
 - c. A family of which a family member is a person with disabilities and use of the homeownership option is needed as a reasonable accommodation; and
- C. The family must meet minimum income requirements
 - a. The annual income of the adult family members who will own the home is not less than the federal minimum wage multiplied by 2,000 hours, or
 - b. In the case of an elderly or disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone; or
 - c. The family can demonstrate that it has been pre-qualified or pre-approved for financing that meets financing qualifications and is in an amount sufficient to purchase housing that meets HQS in the City of Janesville; and
- D. The family must meet minimum employment requirements
 - a. Is currently employed on a full-time basis (working not less than an average of 30 hours/week), and

- b. Has been continuously employed during the year before homeownership assistance begins. In determining whether a family has been fully employed:
 - i. the Housing Authority will consider a change in employment where there is less than one-month interruption, if the change in employment was at the choice of the family and resulted in a higher income, and
 - ii. the Housing Authority will consider seasonal employment (i.e., educational field working 9 mos./year), if that employment averages not less than 30 hours/week over the course of the entire year, and is reasonably anticipated to continue, and
 - iii. the Housing Authority will consider self-employment,
 - iv. the Housing Authority may consider current lending institutional or underwriting standards or
- c. The family meets HUD's definition of an elderly or disabled family (defined in 5.043(b)), or a family includes a person with disabilities and the Housing Authority determines that an exemption is needed as a reasonable accommodation.

33.02.2 The family must not include an individual who was an adult member of a family when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

33.03 ELIGIBILITY REQUIREMENTS FOR HOUSING UNIT

33.03.1 The Housing Authority must determine that the housing unit satisfies all of the following requirements:

- A. The unit must meet HUD's eligible housing requirements. The unit is either a one-unit property or a single dwelling unit in a cooperative or condominium, or a manufactured home that is permanently installed on land that will be owned by the family (or where the family has the right to occupy the land for at least 40 years), and
- B. The unit may not be any of the following:
 - a. A public housing or Indian housing unit.
 - b. A unit receiving Section 8 project-based assistance.
 - c. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services.
 - d. A college or other school dormitory.
 - e. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- C. The unit has been inspected by the Housing Authority; and
- D. The unit has been inspected by an independent professional inspector designated and paid for by the family and licensed by the State of Wisconsin as a home inspector. The inspection must cover major building systems and components,

including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems, and

- E. The unit satisfies federal minimum Housing Quality Standards (HQS) at the time of purchase, and

33.03.2 The Housing Authority may not begin assistance if they have been informed that the seller of the home is debarred, suspended, or subject to a limited denial of participation.

33.03.3 If the unit is owned by the Housing Authority (or an entity substantially controlled by the Housing Authority), it must meet all of the following additional conditions:

- A. The Housing Authority must inform the family, both orally and in writing, that the family has the right to purchase any eligible unit, and a Housing Authority owned unit is freely selected by the family without Housing Authority pressure or steering, and
- B. The unit must not be ineligible housing type, and
- C. The Housing Authority must obtain the services of an independent entity, as defined in §982.4 and in accordance with §982.352(b)(1)(v)(B), to perform the following functions: inspect the unit for compliance with HQS, in accordance with §982.631(a); review the independent inspection report, in accordance with §982.631(b)(4); review the contract of sale, in accordance with §982.631(c); and determine the reasonableness of the sales price, in accordance with §982.632 and other supplementary guidance established by HUD.

33.04 HOMEOWNERSHIP COUNSELING

33.04.1 Before homeownership assistance can begin, the family must attend and satisfactorily complete homeownership counseling provided by a HUD-Certified Housing Counselor (pre-purchase counseling) working for an agency approved to participate in HUD's Housing Counseling Program. This homeownership counseling shall be completed no longer than two years before the home purchase.

33.04.2.1 The family must agree to participate in and attend, at least one post-purchase counseling session approximately six to twelve months after a home purchase. If implemented, additional post-purchase counseling requirements will be clearly outlined and agreed to in writing by the family and Housing Authority prior to the home purchase.

33.04.2.2 The Housing Authority may offer additional optional post-purchase counseling or activities as time and resources allow (i.e., Homeownership Club).

33.05 CONTRACT OF SALE AND DISAPPROVAL OF SELLER

33.05.1 Before homeownership assistance can begin, the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Housing Authority a copy of the contract of sale.

The contract of sale must:

- a. Specify the price and other terms of sale by the seller to the purchaser, and
- b. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser, and
- c. Provide that the family will arrange for Janesville staff to inspect the property for compliance with federal Housing Quality Standards (HQS).
- d. Provide that the purchaser is not obligated to purchase the unit unless the inspections and/or subsequent repairs are satisfactory to the purchaser, and
- e. Provide that the purchaser is not obligated to pay for any necessary repairs, and
- f. Not include any seller financing, and
- g. Include a seller certification that the seller has not been debarred, suspended, or subject to a HUD-issued limited denial of participation.

33.05.2.1 The family must obtain ownership of the property by fee-simple title. Assistance in obtaining ownership through a land contract is not allowable nor considered a form of homeownership. Land contracts, contracts for deed, or other installment contracts that do not convey fee simple title to the borrower are not eligible.

33.05.2.2 The Housing Authority may deny approval of a seller for any reason provided for disapproval of an owner as outlined in 24 CFR 982.306(c).

33.06 FINANCING AND AFFORDABILITY REQUIREMENTS

33.06.1 To be eligible for homeownership assistance, the following loan/mortgage product and affordability criteria must be met:

- A. The first mortgage product of the applicant must meet **all** of the following criteria:
 1. The applicant's proposed first mortgage loan must be a fixed interest rate product, to be fixed at the initial interest rate over the life of the loan. Mortgages with balloon payments, interest-only mortgages, and adjustable-rate mortgages will not be approved.
 2. The loan must include a provision for the escrow of property taxes and homeowner's insurance to be included in the first mortgage payment.
 3. An acceptable first mortgage loan may include one where there is no escrow for

homeowner's insurance offered by the first mortgage lender, provided that one full year of paid homeowner's insurance is documented at the time of closing and the proposed first mortgage meets all other underwriting criteria. In addition, the City of Janesville will be named as 'additional insured or loss payee' on the borrower's insurance policy.

4. The loan must not have a pre-payment or early payment penalty clause.
- B. The proposed housing debt-to-income level of the assisted household must not exceed 40% of the applicant's household monthly income. In making this calculation, the Housing Assistance Payment will be used as an offset of the housing payment. In addition, fixed sources of income where there is no provision for deduction of income taxes from the benefit received such as Social Security Retirement, Disability benefits, or child support payments will be "grossed" up by 25%.
 - C. The total debt-to-income level of the assisted household must not exceed 50% of the applicant's household income. In making this calculation, the Housing Assistance Payment will be used as an offset of the housing payment. In addition, fixed sources of income where there is no provision for deduction of income taxes from the benefit received such as Social Security Retirement, Disability benefits, or child support payments will be "grossed" up by 25%.
 - D. The lender must certify that they have evaluated the applicant's credit score and that they have a FICO credit score of 620 or greater.
 - E. Applicants are required to provide a minimum down payment of at least one-percent (1%) or one thousand dollars (\$1,000) of the purchase price, whichever is higher, from the family's personal resources.
 - F. The family shall not further mortgage their property without prior written approval from the Janesville Housing Authority. New or additional debt may be approved provided that the additional debt is used in a way that protects the interest of maintaining quality, affordable housing. Additional funds may be used to finance accessibility improvements or improvements to the home which maintain or increase its value so long as the total debt ratio on the property does not exceed initial eligibility requirements.

33.07 DOWN PAYMENT AND CLOSING COST ASSISTANCE

33.07.1 Families that are pursuing a homeownership option are encouraged to apply to the City of Janesville's Down Payment and Closing Cost Assistance Program. At the time this policy was adopted, eligible families could receive financial assistance of up to \$10,000 towards the down payment and closing costs of the purchase of their home. The loan is structured to be forgiven over 5 years with continued ownership and

occupancy. This program is funded by the federal HOME Investment Partnership Program and is separate from the homeownership option. Families must separately meet the eligibility criteria of the Down Payment and Closing Cost Assistance Program to be eligible for assistance and must comply with the terms and conditions of that Program.

33.08 CONTINUED ASSISTANCE REQUIREMENTS AND FAMILY OBLIGATIONS

33.08.1 Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the Housing Authority may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund the homeownership assistance for any portion of the month that the family moves out.

33.08.2.1 The family must comply with the following obligations:

- a. The family must attend and complete any required post-purchase housing counseling.
- b. The family must comply with the terms of any mortgage-securing debt incurred to purchase the home (or any refinancing of such debt).
- c. The family must not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member so long as the home is solely occupied by remaining family members.
- d. The family must supply information to the Housing Authority as specified in 24 CFR 982.551(b). The family must supply information required by the Housing Authority concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- e. The family must notify the Housing Authority before moving out of the home.
- f. The family must notify the Housing Authority if the family defaults on the mortgage used to purchase the home.
- g. No family member may have any ownership interest in any other residential property.
- h. The family agrees to maintain the property in compliance with federal minimum Housing Quality Standards and will allow for a housing quality inspection once after the first year of ownership. The family will allow for additional housing quality inspections if requested by the Housing Authority based upon exterior property maintenance concerns/complaints.
- i. The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551 (c), (d), (e), (f), (g) and (j).

- j. The family agrees to execute a statement of family obligations in the form prescribed by HUD. In this statement, the family agrees to comply with all family obligations under the homeownership option.

33.09 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

33.09.1 Except in the case of a family that qualifies as an elderly or disabled family, other family members described below shall not receive homeownership assistance for more than:

- A. Fifteen years, if the initial mortgage incurred to finance the purchase of the home has a term of 20 years or longer; or
- B. Ten years, in all other cases.

33.09.2 The maximum term described in Section 33.09.1 above applies to any member of the family who:

- A. Has an ownership interest in the unit during the time that homeownership payments are made; or
- B. Is the spouse of a member of the household who has an ownership interest in the unit during the time homeownership payments are made.

33.09.3 In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance.

33.09.4 In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance, the family qualifies as a disabled family.

33.09.5 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 homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

33.09.6 If an assisted family has received assistance for different homes, or from different Housing Authorities, the total of such assistance terms is subject to the maximum term described in Section 33.09.1.

33.10 MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENT

33.10.1 While the family is residing in the home, the Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- A. The payment standard minus the total tenant payment; or
- B. The family's monthly homeownership expenses minus the total tenant payment.

33.10.2 The payment standard for the family is the lower of:

- A. The payment standard for the family unit size; or
- B. The payment standard for the size of the home.

33.10.3 If located in an exception payment standard area, the Housing Authority will use the appropriate payment standard for the exception payment standard area.

33.10.4 The payment standard amount may not be lower than what the payment standard amount was at the commencement of homeownership assistance.

33.10.5 The Housing Authority shall use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

33.10.6 In determining the amount of homeownership expenses, the Housing Authority will include the following amounts:

- A. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance the purchase of the home.
- B. Real estate taxes and public assessments on the home.
- C. Homeowner's insurance.
- D. An allowance for maintenance expenses in the amount equal to 1% of the home's appraised value per year.
- E. An allowance for costs of major repairs and replacements equal to 1% of the home's appraised value per year.
- F. Utility allowance for the home.
- G. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the Housing Authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;

H. For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

33.10.7 The Housing Authority will pay the homeownership assistance payments directly to the family, or at the mutual request of the family and lender, the Housing Authority may make payment directly to the lender on behalf of the family.

33.10.8 Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. The Housing Authority may, in its sole discretion, grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

33.11 PORTABILITY

33.11.1 A family may qualify to move outside the City of Janesville (Initial Housing Authority) with continued homeownership assistance under the voucher program.

33.11.2 A family determined to be eligible for homeownership assistance by the Janesville Housing Authority may purchase a unit outside of the City of Janesville municipal limits if the receiving Housing Authority is administering a voucher homeownership program and is accepting new homeownership families.

33.11.3 Except where they do not apply to the homeownership option, the same portability procedures apply to the homeownership option as the HCV Program. For example, issuance of a voucher and execution of a tenancy addendum do not apply to the homeownership option.

33.11.4 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 and will notify the Janesville Housing Authority if a family has purchased an eligible unit or if they were unable to do so within the time allowed.

33.12 MOVING WITH CONTINUED ASSISTANCE

33.12.1 A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance in accordance with the following:

- A. Before continuing assistance with another unit under the homeownership option, the Housing Authority must determine that all initial eligibility requirements are met, except the Housing Authority will not require additional homeownership counseling and the requirement to be a first-time homeowner is not applicable.
- B. The Housing Authority may permit the family to move to a new unit with continued voucher rental assistance at the family's request if the family is current on their

mortgage payments, property taxes, and utility bills or sells their home and fully meets their mortgage obligation within 90 days of the judgement or order of foreclosure.

- C. Continued assistance may not begin for a new unit so long as any family member owns any title or other interest in the prior home. However, when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in the Violence Against Women Act, and the move is needed to protect the health or safety of the family or has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's request to move, such family or family member may be assisted with continued tenant-based assistance even if such family or family member owns any title or other interest in the prior home.
- D. The Housing Authority will deny permission to move to a new unit with continued voucher assistance as outlined in Policy 14.03, including limits on the number of moves within a 12-month period and restrictions when the Housing Authority is experiencing a funding shortfall.
- E. The Housing Authority will deny permission to move if the Housing Authority has begun, or there are grounds for, termination in accordance with Policy 31.13.

33.13 DENIAL OR TERMINATION OF ASSISTANCE

33.13.1 The Housing Authority will terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family in accordance with the following:

- A. The Housing Authority must terminate voucher homeownership assistance for any member of the family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- B. The Housing Authority will deny or terminate assistance in accordance with Policy 18, Program Terminations, and 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).
- C. The Housing Authority will deny or terminate assistance for failure to comply with family obligations under the program in accordance with 24 CFR 982.551 (Obligations of participant) and 24 CFR 982.633 (Homeownership option: Continued assistance requirements; family obligations).

33.14 PROGRAM ADMINISTRATION

33.14.1 The Housing Authority reserves the right to limit the number of families participating in the Homeownership Option to manage staff time and commitment to the program within available resources.

33.14.2 Should it become necessary to limit participation, interested families will be prioritized based upon homeownership readiness (income and employment eligibility, credit score and down payment savings) and date and time of expressed interest.

POLICY 34 PROJECT BASED VOUCHERS (PBV)

34.0 INTRODUCTION

The City of Janesville Public Housing Authority (PHA) administers a Project-Based Voucher (PBV) Program as part of its Housing Choice Voucher (HCV) Program. PBVs are a form of Section 8 assistance where rental subsidies are attached to specific housing units rather than being tenant-based.

The Project-Based Voucher (PBV) Program is administered in accordance with 24 CFR Part 983, the Housing Opportunity Through Modernization Act of 2016 (HOTMA), HUD's Voucher Final Rule (effective June 6, 2024), and related notices. The City of Janesville Community Development Authority (CDA) adopts this policy to establish local procedures for the selection, administration, and oversight of PBV assistance.

Where HUD provides the CDA discretion, this Administrative Plan defines local policy. All other provisions of the Administrative plan apply except for the following PBV specific items:

34.1 ALLOCATION OF PBV UNITS

The CDA may project-base up to 20 percent of its authorized voucher baseline. In addition, up to 10 percent of units may be project-based if they are:

- For homeless families,
- For households with disabilities,
- For elderly households, or
- Located in areas where tenant-based vouchers are difficult to use, as determined by HUD.

Policy: The CDA will prioritize PBV allocations in projects that expand affordable housing opportunities within Janesville and support local housing needs.

34.2 LIMIT ON NUMBER OF PBV UNITS IN A PROJECT

24 CFR 983.56 limits the number of PBV units per project. The CDA will apply the following:

- No more than the greater of 25 units or 25 percent of the total units in a project may be PBV-assisted.
- Exceptions: Elderly-only projects, housing for persons with disabilities, and supportive services projects are exempt. For PBV units that qualify as excepted units based on supportive services, the CDA will ensure that:
 - Services are defined in the HAP contract and supportive service program, including type, frequency, provider, and accessibility
 - Services are available at the time of occupancy.
 - Services promote independence and may include FSS-participant services, case management, employment readiness, childcare, or financial literacy.
- Units in 1–4-unit buildings are exempt.

34.3 PROJECT SELECTION PROCEDURES

Regulation: 24 CFR 983.51 requires public notice of PBV availability.

Policy: The CDA may select PBV proposals by:

1. **Competitive Selection:** Using CDA procurement and RFP processes.
2. **Previous Competitive Process:** Accepting proposals already selected through another competition (e.g., WHEDA LIHTC awards), if consistent with HUD rules.

Notices will include selection criteria, submission deadlines, and evaluation procedures. CDA staff will score proposals based on:

- Housing need in Janesville,
- DE concentration and fair housing impact,
- Owner qualifications and management capacity,
- Financial feasibility, and
- Supportive services (if applicable).

34.4 SITE SELECTION STANDARDS

Per 24 CFR 983.57, PBV-assisted sites must:

- Promote DE concentration of poverty,
- Be accessible to employment, schools, and transportation,
- Comply with civil rights and fair housing standards,

- Not be located in environmentally hazardous areas,
- Expand or preserve housing opportunities within the City.
- For City of Janesville owned PBV units an independent entity (with no identified interest) will perform required oversight functions, including rent reasonableness determinations, approval of substantial improvements, and certification of project completion.

Policy: The PHA will conduct environmental reviews and assess fair housing impacts prior to HAP approval.

34.5 HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

The PHA will enter into a HAP contract with the owner for approved PBV units.

- **Term:** Initial HAP contracts may be up to 20 years.
- **Extensions:** The CDA may approve extensions up to 20 additional years, subject to funding and need.
- **Owner Obligations:** Owners must maintain units to HQS and comply with nondiscrimination, reporting, and lease enforcement requirements.

34.6 RENT DETERMINATION

PBV rents must not exceed the lowest of:

- 110% of the FMR (or HUD-approved exception payment standard),
- The reasonable rent, or
- The rent charged for comparable unassisted units.

Annual Adjustments: Owners may request rent increases once annually. CDA staff will review for compliance with HUD rules, market comparability, and funding availability.

Utilities: Utility allowances will be established consistent with CDA HCV policies.

34.7 INSPECTIONS

- Units must pass HQS, NSPIRE or any other standard as required by HUD inspection before execution of the HAP contract.
- PBV units shall also comply with any and all State and Local code requirements.
- The PHA will inspect PBV units biennially or more frequently if required.
- Failed inspections must be corrected within the timeframe set by PHA.
- The PHA may abate or terminate HAP payments if units remain out of compliance.

34.8 PARTICIPANT SELECTION

The PHA may establish separate PBV waiting list or permit owner-maintained, site-based lists subject to the City of Janesville approval

The Housing Authority retains authority over eligibility determinations and issuance of PBV offers.

Families removed from the PBV waiting list due to rejection of a unit may remain on the tenant-based waiting list in accordance with policy unless other grounds for removal exist. If an owner rejects a family, the owner will provide documentation to the PHA regarding the reason for the denial.

- The PHA may maintain site-based waiting lists for PBV units.
- Applicants will be notified of PBV availability and given the opportunity to be placed on site-based lists.
- Selection will follow federal requirements.
- Owners may apply tenant screening criteria, provided they comply with fair housing law.

34.9 INITIAL ELIGIBILITY

Families selected for PBV units must:

- Meet HCV income eligibility requirements (generally $\leq 50\%$ of Area Median Income),
- Provide required documentation and verifications,
- Satisfy PHA family obligations.

If an applicant is ineligible for the PBV program, the PHA will provide written notice with appeal rights.

34.10 LEASE AND OCCUPANCY

- **Lease Term:** Initial lease must be at least one year.
- **HUD Tenancy Addendum:** Must be included in all PBV leases.
- **Owner Termination:** Permitted only for serious/repeated lease violations, violations of law, or other good cause under Wisconsin landlord-tenant law.
- **Tenant Termination:** Families may terminate with proper notice under state law.

34.11 OVER- AND UNDER-OCCUPIED UNITS

If a family occupies a PBV unit that is the wrong size or an accessible unit without need,:

- CDA will attempt to transfer the family to another appropriately sized PBV unit, or
- Provide a tenant-based voucher at the next available opportunity.

34.12 MOVES WITH CONTINUED ASSISTANCE

- Families may move from a PBV unit after one year of occupancy and request tenant-based assistance.
- CDA will provide the next available tenant-based voucher.
- Moves are subject to availability and portability rules.

34.13 TERMINATION OF ASSISTANCE

The PHA may terminate PBV assistance under the same policies as tenant-based assistance (see Policy 18 – Program Terminations). Reasons include:

- Failure to comply with family obligations,
- Fraud or misrepresentation,
- Serious lease violations,
- Criminal activity, or
- Funding shortfalls.

Owners may terminate tenancy in accordance with Wisconsin law and HUD regulations.

34.14 INFORMAL REVIEWS AND HEARINGS

Applicants and participants in the PBV program retain the same rights to informal reviews and hearings outlined in Policies 20–22 of this Plan.

34.15 EQUAL OPPORTUNITY AND FAIR HOUSING

The CDA and PBV owners must comply with all applicable federal, state, and local nondiscrimination laws, including:

- The Fair Housing Act,
- Section 504 of the Rehabilitation Act,
- Americans with Disabilities Act,
- Title VI of the Civil Rights Act, and
- HUD’s Equal Access Rule.

Reasonable Accommodation: The PHA and owner will provide accommodations to ensure full program access for persons with disabilities.

VAWA Protections: Victims of domestic violence, dating violence, sexual assault, or stalking will not be denied admission, terminated, or evicted solely on the basis of being a victim.

34.16 ADMINISTRATIVE PLAN MAINTENANCE

The City of Janesville will update this section of the Administrative Plan as HUD issues further HOTMA guidance. Amendments will be subject to public process and CDA approval.

Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 04/30/2026)

OMB Burden Statement: The public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. As surances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 982.401. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

A. General Information		Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise; 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
Inspected Unit	Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No. 4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					
4.1 Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear ____ Floor Level	
4.2 Electricity/Illumination					
4.3 Electrical Hazards					
4.4 Security					
4.5 Window Condition					
4.6 Ceiling Condition					
4.7 Wall Condition					
4.8 Floor Condition					
4.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)	
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable		
4.10	Smoke Detectors						
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	____ Floor Level	
4.2	Electricity/Illumination						
4.3	Electrical Hazards						
4.4	Security						
4.5	Window Condition						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable		
4.10	Smoke Detectors						
5. All Secondary Rooms (Rooms not used for living)							
5.1	None Go to Part 6						
5.2	Security						
5.3	Electrical Hazards						
5.4	Other Potentially Hazardous Features in these Rooms						

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)
1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Accessibility for Individuals with Disabilities

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes ~~XXXXXXXXXX~~ [~~AAA~~
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) Yes ~~XXXXXXXXXX~~ [~~AAA~~

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.202. The information sets forth the PHA and owner's agreement to provide housing under the project-based component of the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

_____ (PHA) and

_____ (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 1 of Part 1
(04/2023)**

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).

Single-Stage Project

This is a single-stage project. For all contract units, the effective date of the HAP contract is:

_____.

Multi-Stage Project

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 9).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.207(c)).

e. Term of the HAP contract

1. Beginning of term

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is:

_____.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the

owner for any contract year in accordance with the HAP contract.

- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may cover only the period the unit remains vacant.

- c. The PHA may make vacancy payments to the owner only if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - 4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA for placement on the PBV waiting list.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

- 1. Except as provided in paragraphs g.2 through g.5 below, the PHA will not make housing assistance payments under the HAP contract for more than

the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph g.1, the PHA shall give preference to the applicable families as listed in g.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in g.6 and g.7, below.
6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:
 - ___ Public Housing or Operating Funds;
 - ___ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
 - ___ Housing for the Elderly (Section 202 or the Housing Act of 1959);
 - ___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
 - ___ Rent Supplement Program;
 - ___ Rental Assistance Program;

___ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, then skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

___ Section 236;

___ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);

___ Housing for the Elderly (Section 202 or the Housing Act of 1959);

___ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

___ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, then skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

- a Place a check mark here ___ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

_____.

b. Place a check mark here ___ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:

_____.

c. Place a check mark here ___ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible youth receiving FUP/FYI assistance:

_____.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By: Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By: Signature of authorized representative
Name and official title (Print)
Date

EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

STAGE NO. 1: The Contract is hereby executed for the contract units in this stage.
STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA)
Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER
Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

Previous editions are obsolete

STAGE NO. 2: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 3: The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. __: The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE: The effective date of the Contract for this stage is:

Date

PUBLIC HOUSING AGENCY (PHA)

Name of PHA (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

OWNER

Name of Owner (Print)

By:

Signature of authorized representative

Name and official title (Print)

Date

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or

**Project-Based Voucher Program
HAP Contract for New Construction/Rehab**

Previous editions are obsolete

**HUD 52530A Page - 1 of Part 2
(04/2023)**

(f) Having equivalent levels of control in other ownership structures.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is "owned by a PHA" if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a "controlling interest" in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rehabilitated housing. Housing units that exist on the proposal selection date but do not substantially comply with the HQS on that date and are developed pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

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

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
 - b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with
-

the HUD HQS from the owner.

- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ___ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
 2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
 3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the
-

owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents

below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.

- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 - 1. Any security deposit;
 - 2. The tenant rent; and
 - 3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided

under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.

- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.
2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA 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 PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements, and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a

contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy..
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an

assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or

other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.

- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).
- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume

the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - i. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - ii. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such

disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
 - a. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- c. The creation of a security interest in the HAP contract or the property;
 - d. Foreclosure or other execution on a security interest; or
 - e. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must be no more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 years' advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project

if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.