



HOUSING AUTHORITY OF LACKAWANNA COUNTY

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

PARTICIPANT HANDBOOK



EQUAL HOUSING OPPORTUNITY



August 2014

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1. Introduction

The *Participant Handbook* contains important information about the Housing Choice Voucher Program administered by the Housing Authority of Lackawanna County (HALC). This handbook provides an explanation of participant, landlord, and housing agency responsibilities and is to be used as a guide for families who have been issued a voucher. Please read the information provided and feel free to submit questions by contacting the HALC office by phone, email, or in writing. Other help resources include the *Pennsylvania Residential Landlord Tenant Act*, HALC website www.hacl.org, the Administrative Policy, and 24 CFR 982 (federal regulations). Printed documents are available for review by contacting the HALC office at (602) 744-4500.

2. Section 8 Program Responsibilities

Family Obligations

Families who participate in the Housing Choice Voucher Program are required to comply with HUD regulations listed on the Voucher. Failure to comply is grounds for termination of assistance. The Family Obligations as listed on the Housing Choice Voucher are as follows:

- Any information provided by the family must be true and complete.
- The family must supply any information HALC or HUD determines necessary for administration of the program, and to certify or recertify a family as eligible. This includes evidence of citizenship or eligible immigration status, as well as information about a family's household composition, income, expenses, and assets, as well as disclosing and verifying social security numbers. This includes notifying this housing agency in writing within 10 days of any change in household income or composition.
- Family members age 18 and older must sign and submit consent forms for obtaining information.
- The family must use the assisted unit for its residence and it must be their only residence. The family may have to supply information to verify the family is residing in the unit and/or if a household member is absent from the unit.
- The family must immediately notify HALC in writing of any absence from the unit of more than two weeks by any family member.
- The family must allow HALC to inspect the unit at reasonable times, after reasonable notice. Failure to be present for a scheduled inspection is grounds for termination of assistance. The family is required to have someone over the age of 18 years present to allow entry into the unit at a schedule inspection.
- The family must give the landlord and HALC a written notice of intent to vacate at least 30 days and no more than 60 days before the intended move out date.
- HALC must approve all household members. The family must notify HALC in writing within 10 days of the birth, adoption, or court-awarded custody of a minor child. The family must request prior approval before adding any other person as an occupant of the unit. (HALC will not approve the addition of a second family (two or more people) to any household, unless it is connected to a reasonable accommodation for a disabled household member.
- The household must notify HALC within 10 working days in writing if a household member no longer lives in the unit. If a household member is temporarily absent from the unit for an extended period of time (more than two weeks), the family must notify HALC in writing.
- The household must promptly provide copies to HALC of any notices received from the owner/landlord.
- The household must pay utility bills and supply appliances that the owner is not required to supply under the lease. Failure to pay utility bills resulting in disconnection of service is grounds for termination of assistance.
- The family, including any member of the household, must not own or have any interest in the unit.
- The household cannot rent from a family member related by blood or marriage to any member of the household (parent, grandparent, child, grandchild, sister or brother) unless there is a need for reasonable accommodation for a disabled family member.
- The household must not commit any serious violations of the lease.
- The household must not commit any fraud, bribery or any other corrupt or criminal act in connection with the program.

- The household members must not engage in drug-related criminal activity or violent criminal activity or any other criminal activity that disturbs the right to peaceful enjoyment of neighboring premises.
- The household must not sublease, sublet, or allow another family to live in the unit (this including renting a room to a boarder). The family must not assign the lease or transfer the unit.
- An assisted household, or any member of the household, must not receive Section 8 rental assistance while receiving another housing subsidy for the same unit (or any other unit at the same time).
- The household must not damage the unit or premises or permit guests to damage the unit or premises.
- The household must not abuse alcohol in a manner that would disturb the right of peaceful enjoyment of neighboring premises.

Owner Obligations

- Screen and approve (or deny) families who apply to determine if they will be good renters.
- Comply with fair housing laws, and not discriminate against any family.
- Maintain the housing unit by making necessary repairs in a timely manner.
- Comply with the terms of the Housing Assistance Payment Contract, including the Tenancy Addendum, and the Lease Agreement.
- Collect the rent due by the family and enforce the terms of the lease.

HALC Obligations

- Determine applicant eligibility for the Housing Choice Voucher program.
- Issue Housing Choice Voucher to eligible family.
- Approve the unit, the owner, and the tenancy.
- Make housing assistance payments to the owner in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that owners and families comply with the program rules.
- Provide to a potential landlord the names and addresses of the last two landlord's for the units in which the tenant lived, if available.

3. Steps to Assistance

- Step 1 Family determined eligible by HALC
- Step 2 Family attends briefing conducted by HALC and is issued a Housing Choice Voucher
- Step 3 Family searches and finds unit within time limits of voucher and within eligible rent limits
- Step 4 Landlord approves the family and completes Request for Tenancy Approval forms
- Step 5 Family returns Request for Tenancy Approval packet to HALC
- Step 6 Request for Tenancy Approval packet approved by HALC
- Step 7 HALC contacts landlord to schedule Initial Inspection
- Step 8 Housing Quality Standards Inspection done on unit
- Step 9 Landlord notified unit passes inspection
- Step 10 Tenant moves into unit
- Step 11 Family signs lease
- Step 12 Family submits Contact Log to HALC
- Step 13 HALC processes move-in and HAP Contract is sent to Landlord for signature
- Step 12 Family notified of rental portion by HALC
- Step 13 Family pays tenant portion to owner; Housing Assistance Payment made by HALC
- Step 14 Family completes Change Report form to report any changes in household composition, income, assets, and expenses within 10 days of any change
- Step 15 Unit inspected annually, usually 9 months after last inspection
- Step 16 Family's eligibility for continued assistance reviewed annually, usually 9 to 11 months before anniversary date

4. Housing Choice Voucher

The Housing Choice Voucher issued by HALC to the family provides basic information to help a family begin searching for a unit. By signing the voucher, the family is agreeing to abide by the Family Obligations listed on Page 2 of the voucher and any future regulations, policies, and procedures deemed necessary by HUD. The voucher specifies the time frame for which the voucher is valid and the bedroom size issued to the family based on HALC subsidy standards. The voucher size directly affects that subsidy amount.

Voucher Issuance & Expiration

THE VOUCHER IS VALID FOR 60 DAYS! Families issued a voucher must submit a Request for Tenancy Approval packet on or before the expiration date of the voucher. If the voucher expires, the family will not be eligible for rental assistance and will need to reapply when applications are being accepted. HALC policy is to grant voucher extensions only upon request. Extension requests must be submitted in writing prior to the expiration date and shall be reviewed on a case-by-case basis. Such requests may only be granted to voucher holders for a 30 day period at a time and must not exceed 120 calendar days from the original date issued. The days will be suspended if the family has submitted a Request for Tenancy Approval. If the unit is not approved, the clock on the voucher resumes with the suspended days added to the expiration date.

Voucher Bedroom Size (Subsidy Standards)

HALC occupancy standards are based on the assumption that each bedroom will reasonably accommodate no more than two persons. The family may choose to utilize the living room, den, or family room as a sleeping area. An approved live-in aide shall be allowed a separate bedroom. In some cases, the bedroom size may be increased to accommodate medical apparatus or equipment. The appropriate Reasonable Accommodation procedure shall be adhered to in granting these requests.

- A. HALC does not specify in which room specific family members may sleep; however, the voucher bedroom size shall be issued based on the following categories:

SUBSIDY STANDARDS

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

- B. Exceptions to Occupancy Standard: HALC may grant exceptions to the established occupancy standards if HALC determines the exception is justified by special circumstances and is considered a reasonable accommodation, but any exception shall not override the limitation of 982.402(7)(8).
1. HALC may grant an exception for a Reasonable Accommodation to ensure the family has access to services and benefits of the housing agency. The family must meet the Reasonable Accommodation requirements before such Reasonable Accommodation shall be granted.
 2. The family unit size will be determined by HALC in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family's issued unit size. If the family selects a smaller unit, the payment standard for the smaller unit size will be used to calculate the subsidy. If the family selects a larger unit size, the payment standard connected to the family's voucher will determine the maximum subsidy. The unit must meet the rent reasonableness test for the specific area.

5. Income, Expenses, Assets

Annual Income

Annual Income is defined as the anticipated total annual income that a household may receive from ALL sources. Although some types of income are not counted, the family must report all sources of income and benefits for the entire household.

Examples of Income: Employment (full-time, part-time, temporary); unemployment; TANF/AFDC (cash assistance); Social Security/SSI benefits; disability benefits; Worker's Compensation benefits; child support; pension benefits (VA, company retirement, etc); alimony; military pay; relocation payments; net business income; annuities; interest in assets (checking/savings/IRAs/dividends); regular contributions and/or gifts from family, friends, or persons outside of household; net income from property (real, personal).

Sanctioned TANF (cash assistance/welfare)

Families are required to report income sanctioned by the Department of Social Services (DSS) as well as the net benefit amount received by the family. HALC is required to count the full or gross amount and to verify the amount, the term, and the reason for the sanction. Sanctions are usually a result of the family's noncompliance with program rules.

Other Reportable Income

Families must also report any regular benefits or awards received by anyone in the household, even if it is not countable income. The types of reportable income include, but are not limited to: Food Stamps; educational grants, scholarships, and loans; jobs held by minors (17 years and under); jobs held by full-time students.

Adjusted Annual Income

After determining the total Annual Income for the household, HALC will make necessary adjustments to the Annual Income in accordance with HUD regulations. There are five possible deductions and allowances. HUD-approved deductions and allowable expenses are subtracted from the Annual Income to calculate the family's Annual Adjusted Income.

Assets

Families are required to report all assets, bank accounts, and security accounts held by all persons in the household. Assets include, but are not limited to: Checking, savings, and money market accounts; IRAs; stocks; bonds; and real property (excluding automobiles)

Deductions & Allowable Expenses

Some households may be eligible for deductions depending upon certain criteria. The following is a list of applicable deductions:

- Dependent deduction: \$480 for each person under the age of 18 and for household members 18 years of age and older who are full-time students or who are disabled, but not the head of household or spouse.
- Elderly/Disability Allowance: \$400 per household for families whose head of household or spouse is either 62 years or older, or is a person with disabilities.
- Childcare expenses: Reasonable expenses for childcare of household members 12 years or younger that allow the head of household or spouse to work, attend school, or seek employment.
- Medical Expenses: Out-of-pocket medical expenses that exceed 3% of the Gross Annual Income for a household where the head of household or spouse is at least 62 years old or disabled.
- Disability Assistance Expenses: Expenses for a disabled family member exceeding 3% of Gross Annual Income that enables the head of household or spouse to work.

6. Calculation Examples

Maximum Allowable Rent Calculation Formula (40% Rule – for initial moves)

Gross Annual Income – Deductions/Allowable Expenses = Adjusted Annual Income

Adjusted Annual Income ÷ 12 = Adjusted Monthly Income

Adjusted Monthly Income X 10% = 10% of Adjusted Monthly Income

Payment Standard for Voucher Size + 10% Adjusted Monthly Income = Maximum Allowed with Utilities Included

Maximum Allowable with Utilities Include – Utility Allowance = **Maximum Allowable Rent**

EXAMPLE OF ELIGIBLE RENT CALCULATION	
Household Income & Composition: Head of household earns \$12,000 per year; 1 minor child.	
Child care out of pocket: \$75 per week x 52 weeks = <u>\$3,900</u> total allowable deduction	
Gross Annual Income	\$12,000
Dependent Deduction	- 480
Childcare Deduction	<u>- 3,900</u>
Adjusted Annual Income	\$ 7,620
Divided by 12 months	<u>÷ 12</u>
Adjusted Monthly Income	\$ 635
X 10% (for Maximum Allowable calculation)	\$ 64
X 30% (Total Tenant Payment – TTP)	\$ 191
Estimate - Maximum Allowable Rent	
Payment Standard	\$770
Add 10%	<u>+ 64</u>
Maximum Allowable with Utilities Included	\$834
Utility Allowance	<u>- 206</u>
Maximum Allowable Rent with no Utilities included	<u>\$628</u>

*The Utility Allowance is a pre-set schedule and does not reflect the actual cost of utilities for a specific unit.

Tenant Rent/Housing Assistance Payment Calculation Formula

Gross Annual Income – Deductions/Allowable Expenses = Adjusted Annual Income

Adjusted Annual Income ÷ 12 = Adjusted Monthly Income

Adjusted Monthly Income X 30% = Total Tenant Payment (TTP)

Total Rent to Owner (including taxes) + Utility Allowance = Gross Rent

Lesser of Posted Payment Standard and Gross Rent = Payment Standard

Payment Standard – Total Tenant Payment = **Housing Assistance Payment (HAP)**

Total Rent to Owner – Housing Assistance Payment (HAP) = **Tenant Rent**

EXAMPLE OF TENANT RENT & HOUSING ASSISTANCE PAYMENT CALCULATION			
Payment Standard		\$770	
Minus Total Tenant Payment		<u>- 191</u>	
Maximum Housing Assistance Payment		<u>\$579</u>	
<i>Example - Unit #1</i>		<i>Example - Unit #2</i>	
Rent to Owner	\$ 671	Rent to Owner	\$ 575
Housing Assistance Payment	<u>- 579</u>	Housing Assistance Payment	<u>- 579</u>
Tenant Payment to Owner	<u>\$ 92</u>	Tenant Payment to Owner	<u>\$ 0</u>

7. Finding a Unit

Unit Size & Payment Standard

The family is encouraged to find a unit that is the same size as the voucher size; however, the family may search for a unit that is larger or smaller than the size issued on the voucher as long as the unit meets the Maximum Allowable Rent and other HQS requirements. The Payment Standard used in rental portion calculations is **the lesser of** the Payment Standard for the voucher size, unit size, or Gross Rent. Families should consider that a larger unit would require higher utilities, resulting in a lower Maximum Allowable Rent. HALC sets the Payment Standard between 90% and 105% of the Fair Market Rent.

Rental Amount

At each initial move, the family's rental portion and utilities may not exceed 40% of the household's adjusted monthly income. The 40% Maximum Allowable Rent amount will be calculated by HALC and provided to the family. Families CANNOT PAY the difference between the Maximum Allowable Rent and the rental amount a landlord is asking for. If a unit exceeds the limit, the family may negotiate with the landlord or find a different unit. The rental amount should include applicable taxes.

Choosing a Unit

Families may search for suitable housing within the HALC jurisdictions. Participants may be eligible to lease in-place if the unit is an appropriate size for the family, passes the HQS Inspection, has a reasonable rent, and the owner is willing to participate in the program. HALC will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family, except to provide a reasonable accommodation for a disabled family member. HALC cannot force a landlord to participate in the program. Refer to the booklet *A Good Place to Live* included in the briefing packet for more information on inspection criteria.

Contacting a Prospective Landlord

Telephone the Landlord. Before calling a prospective landlord, write down a list of general questions such as the bedroom size of the unit, rental amount, who pays for utilities, what appliances are provided, deposits, etc. Set an appointment to see the unit. Do not provide personal information (employment, finances, and social security numbers) over the telephone; that information will most likely be part of a leasing application. The landlord is not required to accept Section 8. Remember to always be polite!

Meeting with the Landlord. BE ON TIME! Be polite. Dress appropriately. Do not take children to the meeting. Be willing to offer personal references in writing with telephone numbers and addresses. Before going any further in the leasing process, be prepared to ask appropriate questions such as: What is the rental amount including taxes? How much is the security deposit? Who pays the utilities and what appliances are included in the rent? Does the landlord or manager live on-site or nearby? How regular and emergency maintenance handled and what is the office hours? How long have the other tenants lived in the complex? Does the landlord participate in a crime-free neighborhood program?

Factors to Consider

Be prepared to devote a good deal of time searching for suitable housing. Things to consider when choosing a unit include: The interior and exterior condition of the unit; condition of the neighborhood; parking and laundry availability; distance to public transportation, medical facilities, grocery stores, employment, and childcare facilities; school districts; and whether the neighborhood is in a high crime or high poverty area.

Tips to Locate Suitable Housing

Property managers and owners advertise rental properties in different ways. Some ideas on where to start the search are: HALC courtesy list; friends, neighbors, community members; bulletin board advertisements in supermarkets, churches; newspapers, real estate agents/property management companies; "For Rent" signs; the internet; and various "For Rent" magazines.

Security Deposit & Application Fees

Landlords may charge a non-refundable application fee to cover credit report fees and processing charges. Security deposits should only be paid after HALC has approved the unit and should not exceed what the landlord would normally collect from a non-Section 8 tenant (generally one full month's rent). Security deposits must be paid to the landlord before moving into the unit, unless other arrangements have been made with the landlord.

Most families who are leasing in-place paid a security deposit at the initial move-in and may not need to pay an additional amount. HALC does not contribute to, or set, the security deposit. Information on security deposit requirements and limitations are provided in the *Arizona Residential Landlord Tenant Act* included in the briefing packet.

8. Start the Lease-Up Process

Submit a Request for Tenancy Approval (RFTA)

The prospective landlord must complete in full the Request for Tenancy Approval packet, which includes the *Request for Tenancy Approval (RFTA)* form, the *Disclosure of Lead-based Paint*, and the *W-9 Request for Taxpayer Identification and Certification*. These forms are provided to you stapled together with a cover sheet entitled *Request for Tenancy Approval*. It is the family's responsibility to return the completed forms to HALC. HALC will review the paperwork and do a preliminary approval, and then the HALC Staff will contact the landlord to schedule an appointment. The unit must pass inspection before assistance payments will begin.

Approval of Tenancy and Unit

A unit must meet the following criteria before HALC can approve the tenancy and the unit: The Request for Tenancy Approval has been fully completed and submitted; the unit has passed inspection, the utilities are on; the rental amount is within the guidelines (40% maximum amount allowable) and reasonable. HALC must have a signed lease agreement and Housing Assistance Payment (HAP) Contract from the landlord on file before the housing payment can be made to the landlord.

9. Lease Agreement & HAP Contract

Lease Agreement

The lease agreement is between the tenant and the landlord and must have the same dates as the HAP Contract. When the HAP Contract and lease agreement has a conflict, the HAP Contract will take precedence over the lease agreement. HALC is NOT a party to the lease. HALC must have a signed copy on file before any payment will be made on the tenant's behalf. The lease agreement is a valid, legal document and any violation of the agreement is grounds for eviction and/or termination of assistance. The initial term of the lease is one year—to coincide with the dates, rental amount, and breakdown of utility responsibility of the HAP Contract. The lease agreement automatically terminates on the expiration date and may be renewed each year, or convert to a month-to-month basis. A lease agreement may also be terminated if both the tenant and landlord mutually agree to terminate the lease by signing a Mutual Rescission form available at the HALC office. A tenant must provide at least a 30-day written notice to the landlord and HALC of intent to vacate the unit at the end of the lease agreement or if the lease is currently on a month-to-month basis.

Housing Assistance Payment (HAP) Contract

The Housing Assistance Payment (HAP) Contract is between HALC and the landlord. HALC must have a signed HAP Contract on file before any payment will be made on the tenant's behalf. When the HAP Contract and lease agreement has a conflict, the HAP Contract will take precedence over the lease agreement.

10. Reporting Changes/Interim Reexaminations

Change Reports

ALL CHANGES IN HOUSEHOLD INCOME OR COMPOSITION MUST BE REPORTED ON A CHANGE REPORT FORM WITHIN TEN (10) WORKING DAYS OF THE OCCURENCE. Change Reports are available at the HALC office and may be mailed to the family. The family's rental portion is based on household composition, income, and deductions. Failure to report changes is grounds for termination of rental assistance. It is the family's responsibility to report changes; other agencies do not provide this information to HALC.

Changes to Household Composition

Additions to the household must be approved by both HALC and the landlord prior to move-in. No more than one person may be added to the household at one time. Exception: Marriage of the head of household to a person with minor children. Circumstances are reviewed on a case-by-case basis.

To add a person 18 years of age or older to the household: (1) Contact HALC to schedule an appointment. (2) Provide required documentation: Proof of citizenship (birth certificate); a Social Security card; picture identification; income, asset, and expense information; Section 214 Immigration Status form; Release of Information; complete and sign Personal Declaration packet; Change Report form; and other documentation requested by HALC. (3) Criminal Background check will be done on all potential adult household members. (4) Submit documentation from the landlord granting permission for the addition to the household.

To add a person under 18 years of age to the household: (1) The Head must complete a Change Report form and Section 214 Immigration Status form. (2) Provide required documentation: Proof of citizenship (birth certificate), Social Security card, and information on any assets or income of the person being added, such as Social Security Disability benefits. (3) If applicable, legal documentation showing custody or guardianship of minor children (this includes Court ordered custody or Power of Attorney for Minor Child).

Effective Date of Changes

Report changes as soon as possible. Changes that will lower tenant rent will be effective on the first day of the month after HALC receives the Change Report. Changes that will increase the tenant portion of the rent will be effective no earlier than 30 days after the Change Report has been received. (Example: For December 31st Change Report, decreases are effective January 1st and increases will be effective February 1st.)

11. Annual Activities/Annual Reexaminations

Steps to Annual Activities

- Step 1 Approximately 90 days in advance family will receive Annual Reexamination packet
- Step 2 Family completes, signs, and returns packet to HALC
- Step 3 Unit may be inspected *
- Step 4 HALC will verify income, assets, and expenses
- Step 5 Landlord will notify tenant if a new lease is requested (If one is then a new HAP Contract will be signed with the landlord), and if a rent increase is being requested. Rent increase requests must be received no later than 60 days before the effective date.)
- Step 6 Approximately 90 to 30 days in advance, tenant will receive notification letter of new rental amount
- Step 7 Tenant signs new lease, if applicable

**Each subsidized unit must be inspected every 12 months or less. The inspection may or may not coincide with the annual reexamination of assistance.*

Annual Reexaminations & Inspections

Cooperation is mandatory. HUD requires an Annual Reexamination of each family's eligibility for housing assistance. HALC will start the process approximately three months before the anniversary date by requesting the family complete and return paperwork by mail. All applicable areas must be completed and signed by all household members 18 years of age or older. HUD also requires an Annual Inspection of each unit. Families will be notified in writing of the date and time of the Annual Inspection for Housing Quality Standards compliance. Failure to cooperate is grounds for the termination of rental assistance.

12. Moving & Portability

Steps to Moving

- Step 1 Provide 30-day written notice to landlord or obtain a signed Mutual Rescission
- Step 2 Contact caseworker to schedule appointment to obtain moving paperwork
- Step 3 Provide any outstanding income, expense, asset, or household composition documentation
- Step 4 Will include the same steps as listed from 4 to 10 as stated in Chapter 3 above.

Moving with Continued Assistance

A family must not move without first notifying HALC in writing. For mid-lease moves, both the tenant and landlord must mutually agree to terminate the lease by signing a Mutual Rescission form available at the HALC office. A tenant must provide at least a 30-days written notice to the landlord and HALC of intent to vacate the unit at the end of the lease agreement or if the lease is currently on a month-to-month basis.

Portability

The HUD term for the ability to move between jurisdictions is called *Portability*. The Housing Choice Voucher is usually transferable to any city that has a Housing Choice Voucher Program. Families requesting portability must meet the minimum qualification in order to live in and received the Section 8 assistance in HALC jurisdiction for at least one year. A Portability Request form has been provided as part of the briefing packet.

A request for portability will not extend the time available on the Voucher. For instance, if a voucher is due to expire in 20 days and portability is requested, the voucher holder will still have only 20 days remaining on the Voucher.

* Limits may be placed on porting out to another jurisdiction based on HALC financial needs.

Steps to Portability Move-Out

- Step 1 Provide minimum 30-day written notice to landlord or obtain a signed Mutual Rescission (Ideal notice is between 45 and 30 days to allow for processing time.)
- Step 2 Contact the caseworker to schedule appointment to obtain portability paperwork and voucher
- Step 3 HALC will mail, email or fax paperwork to new housing agency. OTHER HOUSING AGENCIES WILL NOT DISCUSS SPECIFICS OR SCHEDULE APPOINTMENTS WITHOUT RECEIVING PAPERWORK FIRST!!!
- Step 4 Family must contact new housing agency to schedule briefing appointment
- Step 5 Family must attend briefing appointment and follow new housing agency's rules

Regarding Other Housing Agencies

Other housing agencies may have different rules, policies, procedures, Payment Standards, utility allowances, and income limits. The voucher size may change and the housing agency may not accept the voucher. For movers with continued assistance who are currently participating in the FSS Program, discuss portability with your FSS Program Coordinator before moving. If a participant cannot fulfill the FSS obligations in the new location or the new housing agency does not have an FSS Program, the FSS contract may be terminated and escrow balances forfeited.

13. Fraud & Program Integrity

Fraud, Penalties & Program Integrity

The Department of Housing and Urban Development is seriously concerned about fraud in the Housing Choice Voucher Program. Making false statements or providing false information is a serious violations of the program rules, as well as violations of State and Federal Criminal Laws. Participants who supply false or incomplete information to HALC staff either verbally or in writing may be: Terminated from rental assistance, required to repay overpaid rental assistance, fined up to \$10,000, imprisoned for up to 10 years, and/or prohibited from receiving future rental assistance. Incidents of fraud and questions regarding fraud and program integrity should be reported to the HALC office at (570) 489-3972.

Failure to Report Changes

Failure to report all changes in household composition, income, assets, and expenses within 10 days of the occurrence is considered fraud. When reporting changes report income from second jobs, child support, babysitting, odd jobs, welfare, Social Security benefits, etc. and changes in household size.

Side Agreements/Payments

Side agreements between the tenant and landlord are **NOT PERMITTED**!!! The tenant must not pay more rent than calculated by HALC and the total amount paid by both the tenant and HALC must not exceed the amount listed in the lease agreement and HAP Contract. If the landlord asks the tenant to pay more than determined by

HALC, the tenant should report this immediately. HALC will determine if the extra payments are illegal and appropriate action will be taken. The tenant's eligibility for the program will not be affected as long as they are not party to the fraud.

14. Terminations & Maximum Time on the Program

Terminations

HALC may terminate rental assistance, but cannot evict a tenant from a unit. A family may be terminated for the following reasons: Violation of family obligations listed on the Housing Choice Voucher, committing fraud in relation to a housing program, failing to report changes, tenant owes money to a housing agency, anyone in the household participates in criminal activity either on the premises or at another location, or family is evicted through a court proceeding. Families shall be informed in writing of a proposed termination and the participant may request an informal hearing on the proposed action within 10 days. The participant will be informed of the right to present witnesses, review the file, make objections, and/or be represented by counsel and will generally have at least a 30 day notice of any proposed termination.

Mandatory Permanent Ineligibility

HALC must permanently deny eligibility or terminate the assistance of any person convicted of manufacturing or producing methamphetamine, commonly referred to as "speed". There is also a lifetime ban on anyone convicted of, and registered as, a sex offender.

Maximum Time on the Program

HUD does not limit the amount of time a family may stay on the program as long as the family does not violate the Family Obligations, is still eligible, and funding allows. A family is eligible for rental assistance as long as the tenant portion of the rent does not exceed the Rent to Owner for a period of 180 days straight. For example, a family member reports a wage increase and after processing the interim recertification, the family's rent now exceeds or equals the total rent paid to owner. At this point, the family's voucher will be valid for 180 calendar days at zero assistance payments. At the end of the 180 days, the family's rental assistance and the HAP Contract with the landlord are terminated. If during the 180-day period, the family's income decreases, a new reexamination would be completed and assistance would resume.

A family can leave the rental assistance program at any time by notifying HALC in writing so that no further payments are made to the landlord. Once a family leaves the program, they must reapply in order to participate again.

16. Violence Against Women Act (VAWA)

In January of 2006 President Bush signed into law the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA). This law prohibits the eviction of, and removal of housing assistance of certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in the law.

The law protects certain victims, as well as members of the victims' immediate family, from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim. The law requires that all public housing agencies administering these programs, as well as owners in the Housing Choice Voucher Program, and project-based programs, comply with this new law.

Any Assisted Housing Program participant who believes their proposed termination from the program is related to these types of incidents must include this information, in writing, to the Housing Authority of Lackawanna County office. The person seeking this protection must complete required forms and provide certification that the alleged incidents of abuse are bona fide. For more information you may contact a Housing Specialist or the Director of the Housing Choice Voucher Program.

Landlords will be given the opportunity to rescind current lease agreements with participants who claim protection under this law. However, such rescission is not required and the rental assistance contract will be terminated as necessary by HALC to protect the victim and the victim's family.

The full policy on VAWA is available upon request at the Administrative Office of the Housing Authority of Lackawanna County.

15. Informal Hearings

Informal Hearings

An Informal Hearing may be requested to dispute the following HALC decisions: Denial of assistance, proposed termination of assistance, the voucher bedroom size issued, and the tenant rent or total tenant payment. Participant may request an informal hearing on the proposed action within 10 days and has the right to present witnesses, review the file, make objections, and/or be represented by counsel.

HALC is not required to provide an informal hearing for the following circumstances: Review of administrative decision, general policies, or grievances; decision that a unit does not comply with the Housing Quality Standards (HQS); the owner has failed to maintain or operate a unit based on HQS; or that a unit does not meeting HQS because of a change in family size; and the decision to abate, withhold, or terminate payment to the owner.

An Informal Hearing shall not be scheduled sooner than 10 days from the request unless the participant so wishes. The participant will be notified in writing of the time, date and place of the hearing.

The procedure for all informal hearings required under this policy shall be as follows:

- The hearing may be conducted by any person or persons designated by the Housing Director, other than a person who made or approved the decision or a subordinate of such person. HALC will provide the hearing officer with a copy of these hearing requirements prior to the hearing. HALC will give the participant a copy of all documents presented as evidence to the hearing officer.
- An attorney or their representative, at his/her own expense, may represent the participant.
- The person who conducts the hearing shall regulate the conduct of the hearing in accordance with these HALC Division's hearing procedures. The hearing officer shall control the presentation of evidence to limit the issues raised at the hearing to those cited in the notice.
- HALC and the participant shall be given the opportunity to present evidence, and may question any witness. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- The family must be given the opportunity before the hearing to examine any HALC documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at the family's expense. If the documents are not available for examination on request by the family, HALC may not rely on the documents at the hearing.
- The family must submit any directly relevant documents before the hearing for review by HALC. If the family does not make the document available for examination on request by the HALC Division, the family may not rely on the documents at the hearing.
- The person who conducts the hearing shall issue a written decision, stating briefly the reasons for the decision, and the facts upon which it is based. Factual determinations relating to the individual circumstances of the participant shall be based only on the evidence presented at the hearing and related to the reasons for termination stated in the notice. A copy of the hearing decision shall be furnished promptly to the participant. HALC will notify the family in writing of the final decision after the informal hearing. If the decision is to terminate a voucher, then the notice will state the effective date for the termination, at the end of a monthly term, but not earlier than 30 days from the date of the hearing decision.

Informal Hearing Decision Not Binding

HALC is not required to abide by the decision of the hearing officer if the decision is contrary to HUD regulations, requirements, or guidelines; contrary to federal, state or local law; or deemed not to be in the best interest or generally accepted standards held by the agency. If HALC determines that it is not bound by a hearing decision, the family shall be promptly notified of the determination and of the reasons for such a determination.

16. Terms You Should Know

Adjusted Income: Income after deductions.

Gross Income: Income before deductions.

Household Income: Gross income for all household members, including children and disabled persons.

Housing Assistance Payment (HAP): The payment to the owner is equal to the lower of either: the Payment Standard minus the TTP, or the gross rent minus the TTP. (Gross rent includes the Rent to Owner plus any allowance for tenant-paid utilities.)

Initial Housing Agency: The housing agency sending the family to another jurisdiction under portability.

Maximum Amount Allowable: The Rent to Owner cannot exceed this amount on an initial move-in. This amount is based on a family's household composition, income, assets, allowable deductions, and voucher size.

Payment Standard: An amount used to calculate the monthly housing assistance payment for a family. The Payment Standard used in rental portion calculations is the lesser of the Payment Standard for the voucher size or unit size, or the Gross Rent (Rent to Owner plus Utility Allowance). The housing agency establishes its own Payment Standards using the Fair Market Rent schedule published by HUD. A family cannot pay any difference between the Maximum Allowable Rent and the Rent to Owner a landlord may be asking.

Portability: The ability of Housing Choice Voucher holders to move to a different jurisdiction.

Receiving Housing Agency: The housing agency "receiving" the family who has requested portability. The Receiving Housing Agency may choose to administer the voucher and bill the Initial Housing Agency, or absorb the voucher, at which time the family will become a participant of the Receiving Housing Agency.

Rent to Owner: The total rent the owner charges for rent for the unit, including any taxes.

Tenant Rent: The amount the tenant is required to pay the owner based on the TTP calculation, the voucher size, the unit size, and the Payment Standard.

Tolling: The suspension of days on the voucher term due to the family having submitted a Request for Tenancy Approval. If the unit is not approved, the clock on the voucher term shall resume with the additional number of days tolling, or suspended, added to the expiration date.

Total Tenant Payment (TTP): The Total Tenant Payment (TTP) for the voucher program is the greater of: (1) 30% of the family's monthly adjusted income; (2) 10% of the family's gross monthly income; or (3) minimum rent of \$50. TTP includes the tenant's rent and the pre-calculated Utility Allowance for the unit. The TTP may or may not be 30% of the family's adjusted monthly income depending upon the type of utilities in the unit and who is responsible for paying the utilities, in addition to any supplied appliances (i.e., stove, refrigerator).

Utility Allowance: The estimate of the average monthly utility bills for a unit based on the type of unit, size of unit, utility provider, and tenant-paid utilities. Utility allowances have been calculated using the rates of the utility companies providing services in Mesa.

Utility Allowance Payments (UAP): Those families whose 40% of adjusted income is less than the utility allowance for the unit they have selected, may be eligible for a utility allowance payment (UAP) each month. This payment is the difference between 40% of income and the utility allowance for the unit. Those families receiving a utility reimbursement do not pay any rent to the landlord.