



**HOUSING AUTHORITY
OF THE COUNTY OF
LACKAWANNA**

**HOUSING CHOICE VOUCHER
PROGRAM**

PARTICIPANT HANDBOOK



EQUAL HOUSING OPPORTUNITY



MAY 2017

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1. Introduction to the Program

Congratulations on obtaining your voucher! This Participant Handbook contains important information about the Housing Choice Voucher (HCV) Program administered through the Housing Authority of the County of Lackawanna (HACL). 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. If you have any questions or need clarification on any specific point in this handbook, please feel free to contact the HCV office at 570-489-3972.

2. Section 8/ Housing Choice Voucher Program Responsibilities

Family Obligations

Families who participate in the HCV 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 HACL 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 social security numbers. ****THIS INCLUDES NOTIFYING THIS HOUSING AUTHORITY, IN WRITING, WITHIN TEN (10) DAYS OF ANY CHANGES IN HOUSEHOLD INCOME OR COMPOSITION.**
- Family members over the age of 18 years old **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 HACL, in writing, of any absence from the unit of more than two weeks by any family member.
- The family must allow HACL to inspect the unit at reasonable times, after reasonable notice. Failure to be present for scheduled inspections may be grounds for termination of assistance. The family is required to have someone over the age of 18 years old present to allow entry into the unit at a scheduled inspection.
- The family must give the landlord and HACL a written notice of intent to vacate at least thirty (30) days and no more than sixty (60) days before the intended move out date.
- HACL **MUST APPROVE ALL HOUSEHOLD MEMBERS.** The family must notify HACL, in writing, within ten (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. HACL will not approve the addition of a second family (two or more people) to the household, unless it is connected to a reasonable accommodation for a person with a disability.

- The family must notify HACL within ten (10) working days, in writing, if a family member no longer lives in the unit. If a family member is temporarily absent from the unit for an extended period of time (more than two weeks), the family must notify HACL in writing.
- The family must promptly provide copies to HACL of any notices received from the owner/landlord.
- The family 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 may be grounds for termination of assistance.
- The family, including any member of the household, must not own or have any interest in the unit.
- The family 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 family must not commit any serious violations of the lease.
- The family must not commit any fraud, bribery or any other corrupt or criminal act in connection with the program.
- The family 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 family 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 family, or any member of the family, must not receive Housing Choice Voucher rental assistance while receiving another housing subsidy for the same unit (or any other unit at the same time).
- The family must not damage the unit or premises or permit guests to damage the unit or premises.
- The family 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.

HACL 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 in accordance with the program guidelines.

- 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 HACL
- Step 2 Family attends intake interview conducted by HACL 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 or landlord returns Request for Tenancy Approval packet to HACL
- Step 6 Request for Tenancy Approval packet approved by HACL
- Step 7 HACL contacts landlord/tenant to schedule Initial Inspection
- Step 8 Housing Quality Standards Inspection done on unit
- Step 9 Landlord notified unit passes inspection
- Step 10 HACL processes move-in and HAP Contract is signed by landlord
- Step 11 Family signs lease
- Step 12 Family and Landlord are notified of rental portion by HACL
- Step 13 HACL processes move-in and HAP Contract
- Step 14 Family pays tenant portion to owner; Housing Assistance Payment made by HACL
- Step 15 Family completes Change Report Form to report any changes in household composition, income, assets, and expenses within ten (10) days of any change
- Step 16 Unit inspected annually, within twelve (12) months from last inspection
- Step 17 Family's eligibility for continued assistance reviewed annually, usually sixty (60) days before anniversary date

4. Housing Choice Voucher

The Housing Choice Voucher issued by HACL 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 HACL 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. HACL 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)

HACL 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.

HACL *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 |

Exceptions to Occupancy Standard: HACL may grant exceptions to the established occupancy standards if HACL 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).

HACL 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.

The family unit size will be determined by HACL 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, and 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. HACL is required to count **the full amount the family would be entitled to**, 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, HACL will make necessary adjustments to the Annual Income in accordance with HUD regulations. There are five HUD approved 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 twelve (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. Calculations 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 | |
|--|---|
| <i>Household Income & Composition:</i> 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% + 64 |
| | 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 | \$579 | | | |
| <i>Example - Unit #1</i> | | | <i>Example - Unit #2</i> | | |
| | Rent to Owner | \$ 671 | | Rent to Owner | \$ 579 |
| | 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. HACL 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 HACL 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, HACL may negotiate with the landlord or advise the family to find a different unit.

Choosing a Unit

Families may search for suitable housing within the County of Lackawanna, **EXCLUDING** Scranton or Carbondale (these cities have their own Housing Authorities). 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. HACL 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. HACL 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 the Housing Choice Voucher. 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: GoSection8.com; 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 HACL has approved the unit and should not exceed one month of the contract 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. HACL does not contribute to, or set, the security deposit. Information on security deposit requirements and limitations are provided in the *Pennsylvania Residential Landlord Tenant Act*.

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 *Acknowledgment of Landlord/Tenant Screening Responsibility, Housing Choice Voucher Landlord Certification*, and *Smoke Detector Certification*. These forms are provided to you stapled together with a cover sheet entitled Request for Tenancy Approval. You will also receive a second packet that requires the Landlord to provide his/her bank information for direct deposit. It is the family's responsibility to return the completed forms to HACL. HACL will review the paperwork and do a preliminary approval, and then the HACL 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 HACL 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. HACL 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 & Housing Assistance Payments (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. HACL is **NOT** a party to the lease. HACL **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 an agreement. A tenant must provide at least a 30-day written notice to the landlord and HACL 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 HACL and the landlord. HACL 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 HACL office. These forms will kept in you file for reference. Failure to report changes is grounds for termination of rental assistance. It is the family's responsibility to report changes, not other agencies.

Changes to Household Composition

Additions to the household must be approved by both **HACL 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 HACL to schedule an appointment (2) Bring the potential member with you during the appointment. (3) Provide required documentation: Proof of citizenship (birth certificate); a Social Security card; picture identification; income, asset, and expense information; Section 214 Immigration Status form; and have the potential member sign a Release of Information Form and other documentation requested by HACL. (4) Criminal Background check will be done on all potential adult household members. (5) 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 HACL receives and verifies the information. 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 brings it to the scheduled appointment with HACL staff
- Step 3 Unit may be inspected *
- Step 4 HACL 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 60 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. HACL 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 Contact your caseworker to schedule an appointment about moving and to obtain moving paperwork

Step 2 Provide 30 day written notice to your landlord

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 HACL in writing and obtaining the necessary documents needed to process the move. For mid-lease moves, both the tenant and landlord must mutually agree to terminate the lease. A tenant must provide at least a 30-days written notice to the landlord and HACL 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 Housing Choice Voucher assistance in HACL jurisdiction **for at least one year.**

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.

Steps to Portability Move-Out

- Step 1 Provide minimum 30-day written notice to landlord or obtain a signed Mutual Agreement
(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 HACL will mail 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.

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 HACL 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 HACL 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 HACL and the total amount paid by both the tenant and HACL 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 HACL, the tenant should report this *immediately*. HACL 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

HACL may terminate rental assistance, but only the landlord can 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 business days. The family 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

HACL 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 there is housing assistance funding available. 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 HACL **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.

15. Informal Hearings

Informal Hearings

An Informal Hearing may be requested to dispute the following HACL 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.

HACL 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. HACL will provide the hearing officer with a copy of these hearing requirements prior to the hearing. HACL 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 HACL'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.
- HACL 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 HACL 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, HACL may not rely on the documents at the hearing.
- The family must submit any directly relevant documents before the hearing for review by HACL. If the family does not make the document available for examination on request by the HACL 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. HACL 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.

Informal Hearing Decision Not Binding

HACL 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 HACL 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. Violence Against Women Act (VAWA)

A Federal Law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence Against Women Act, or "VAWA." This notice explains your obligations under VAWA.

Protections for Victims

You cannot refuse to rent to a person protected under VAWA solely because they are victim of domestic violence, dating violence, or stalking. You cannot evict a person protected under VAWA based on acts or threats of violence committed against them. You cannot evict based on criminal acts directly related to the domestic violence. You cannot hold a person under VAWA to a more demanding standard.

Permissible Evictions

You can evict a person protected under VAWA if can demonstrate that there is an actual and imminent threat to others at the property. You may evict a person for serious or repeated lease violations not related to domestic violence.

Removing the Abuser from the Household

You may split the lease to evict a person who has omitted criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining member's right to the unit or punish them. By removing the abuser from the unit, you must do so in accordance to local eviction procedures.

Confidentiality

If a tenant asserts VAWA's protections, you can ask the tenant to certify that they are a victim of domestic violence, dating violence, or stalking. You are not required to demand official documentation and may rely on the tenant's statement alone.

You must keep confidential any information a tenant provides when claiming they are a victim of domestic violence, dating violence, or stalking. The tenant should inform you if the release of any information would put their safety at risk.

VAWA does not limit your obligation to honor court orders regarding access to or control of property. This includes orders issued to protect the victim and orders dividing property among household members in cases where the family breaks up. VAWA does not replace any Federal, State, or Local Law that provides greater protection for a person protected under VAWA.

17. 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 utilizes, 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.

Our Information

Housing Authority of the County of Lackawanna
Housing Choice Voucher Program
145 Railroad Avenue Peckville, PA 18452
TEL: 570-489-3972 FAX: 570-382-8906

Rules Regarding Occupancy (Terms and Condition of Occupancy)

- A. Use and Occupancy of Dwelling: Participants shall use and occupy the premise exclusive as a private dwelling for the PARTICIPANT and other household members LISTED ON THE LEASE.

This provision does not exclude reasonable accommodations to Participants' guest or visitors. Participants must report any guest or visitors staying for more than two (2) weeks in any one year period (365 days). Upon prior written request to The Housing Authority of the County of Lackawanna, permission may be granted for an extension of this provision.

Said permission from Lackawanna Housing MUST BE IN WRITING. More important, the landlord must agree to the approved extension. Permission will not be given for accommodation to Participants' guests or visitors for a period exceeding thirty (30) days in a 365 day period.

- B. Roomers and Lodgers shall not be permitted to occupy the apartment, nor shall they be permitted to move in with any participant occupying a dwelling unit. If any participant provides overnight accommodations to any individual(s) for more than fourteen (14) nights in a one (1) year period (365) without obtaining written permission of Lackawanna Housing, the participant will be considered to be taking in roomers or boarders and will be held in material violation of the program.
- C. Participant will not be given permission to allow a former Resident of the Housing Authority who has been evicted to occupy the apartment for any period of time.
- D. Mail shall be delivered to the apartment ONLY for the persons listed as occupants on the Tenant lease Agreement-Housing Choice Voucher Program.
- E. The participant shall comply with all laws affecting the use of occupancy of the premises and with all Federal regulations now or hereafter established or modified.

WARNING: Title 18 US Section 1001 states that a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to any department or agency of the United States. If you declare false or incomplete information, you may be fined up to \$10,000, imprisoned for up to 5 years, and prohibited from receiving future assistance.

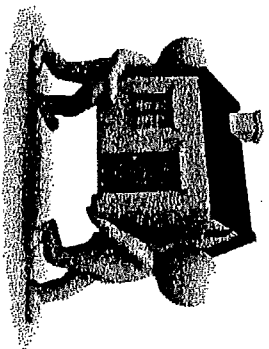
How Portability Works

What is Portability?

"Portability" in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or "port" your rental subsidy when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program (**the initial PHA**).

The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.

New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.



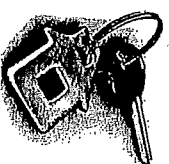
What Happens Next?

1. You must notify the initial PHA that you would like to port and to which area you are moving.
2. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
4. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.
Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).

How Portability Works



Before Porting, Things You Should Know

Subsidy Standards: The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

Payment Standards: The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

Re-screening: The receiving PHA may re-screen you using their own policies, which may be different than the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

Time Management: You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.

3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

Any additional instructions will be provided by the receiving PHA.

PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to,

the Fair Housing Act, Section 504 of the of the Rehabilitation Act,

Title VI of the Civil Rights Act, and title II of the Americans with

Disabilities Act