King County Housing Authority

Section 8 Administrative Plan

S8 Voucher Program

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SECTION 1: THE ADMINISTRATIVE PLAN FOR THE SECTION 8 VOUCHER PROGRAM

KING COUNTY HOUSING AUTHORITY

A. MISSION

The Mission of the King County Housing Authority is to provide quality affordable housing opportunities and to build communities through partnerships. We encourage self-sufficiency and we protect the dignity of people with limited resources while safeguarding the public trust. The Administrative Plan for the Section 8 Voucher Program is used by the HA staff to implement the Section 8 Housing Voucher program compliance with the current regulations as well as those changes outlined in our Moving To Work contract (MTW).

The HA operates the Section 8 program from a centralized operation located at 700 Andover Park West, in Seattle. Specifically, the HA will:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;
3. Seek expanded opportunities for assisted families to locate housing outside of areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help disabled persons find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, provide housing information to families selected;
8. Determine who can live in the assisted unit, at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status;
10. Review the family's request for approval of the unit and lease;
11. Inspect the unit before assisted occupancy on a regular basis as described in Section 8 of this policy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner, and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition, at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust HA Energy Assistance Supplements (EAS) amounts ;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the HA, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain HA decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain HA decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program (if applicable).

The HA strives for full utilization of the program in an efficient manner and strives to maximize the number of persons who may be assisted in securing subsidized housing, within the limitations imposed by federal resources.

ETHICAL STANDARDS

B. CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the HA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the HA or for one year thereafter:

1. Any present or former member or officer of the HA;
2. Any employee of the HA or any contractor, subcontractor, or agent of the HA who formulates policy or who influences decisions with respect to the programs;
3. Any public official, member of a governing body , or State or local legislator who exercises functions or responsibilities with respect to the HA's programs; or
4. Any member of Congress of the United States.

Any person described above must disclose their interest to the HA.

C. SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or HA employee may solicit any gift or consideration of any kind, nor may any HA employee accept or receive a gift from any person who has an interest in any matter proposed or pending before the HA.

The HA Personnel policies should be consulted for more information on both Conflict of Interest and Solicitation or Acceptance of Gifts.

OUTREACH TO FAMILIES/CONTACT WITH OWNERS/MONITORING PROGRAM PERFORMANCE

D. FAIR HOUSING

It is the policy of the King County Housing Authority (HA) to comply fully with all Federal, State and local nondiscrimination laws; the American with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the HA programs.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/ local information to applicants and participants in the Section 8 Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the HA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The HA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The HA will also assist them in competing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

E. OUTREACH TO FAMILIES

The HA will make every effort to attract applicants who are representative of the total eligible populations which will make it possible to achieve tenant selection goals specified in HUD regulations and the HA Agency Plan. These efforts will follow the HA's Fair Housing Plan (see Exhibit U) and will include the following outreach activities: Press releases to major daily newspapers, neighborhood newspapers, community service announcements on radio stations, social service agencies, American Red Cross, Veteran's Administration, and various agencies serving applicants least likely to apply.

If initial outreach efforts do not reach those families least likely to apply, the HA will make a concentrated effort to reach such families. This would include suspension of outreach efforts to groups which have applied in large numbers while intensifying outreach contacts to groups which have applied in smaller numbers.

The HA will also post in the office in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities, the following information:

1. The Section 8 Administrative Plan
2. Notice of Status of the waiting list (open or closed)
3. Address of the King County Housing Authority offices, office hours, telephone numbers, and TDD numbers.
4. Income limits for admission
5. Informal Review and Informal Hearing Procedures
6. Fair Housing Poster
7. Equal Opportunity in Employment Poster
8. Portability procedures and restrictions
9. MTW Annual Plan

F. CONTACT WITH OWNERS

The HA will utilize a variety of activities to encourage owners to participate in the program. Owners will be contacted through speaking engagements, question and answer forums sponsored at locations in the county, and distribution of the HA's Housing brochures Press releases to the major newspapers, neighborhood newspapers and real-estate newspapers will also be utilized to inform potential owners of the program.

G. MONITORING PROGRAM PERFORMANCE

1. **Outreach**

   In order to monitor the achievement and maintenance of the outreach goal and leasing schedule, the HA will make a regular analysis of the characteristics of the applicants and assisted families. The data to be collected will include such demographic characteristics as size and income, age, and those families least likely to apply.

   The HA will keep a detailed record of the status of each assistance holder and HAP Contract. When an HAP Contract is terminated and the family does not continue in the program, that information will be noted on the record thereby prompting efforts to gain a replacement family.

   If problems arise in achieving the leasing schedule or outreach goals, adjustments in procedures will be made as necessary. These adjustments are the same as those outlined in the above section on Outreach to Families.

2. **Income Targeting**

   In order to maintain the appropriate Income targeting standards for the Section 8 program, the HA will monitor a random sampling of selected applicants to ensure that at least 75% of newly admitted families are Extremely Low-Income families. A

computerized report of new housing will be run twice a year for monitoring purposes.[1]

3. **Tenant Files**
   In order to maintain the appropriate quality standards for the Section 8 program, the HA will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The minimum number of files and/or records checked shall be based on the following guidelines:[2]
   - For Wait list selection, Rent reasonable determination, and determination of Adjusted Income – 30 files for the first 2000 new admissions plus 1 for each additional 200.

   - For HQS inspections and HQS enforcement – 30 files for the first 2000 units under contract plus 1 for each additional 200.

H. CATASTROPHIC PLANNING [3]

This policy details KCHA policies and procedures that are in place under normal day-to-day operations. However, should a catastrophic event occur (i.e. severe flood, pandemic sickness, etc.), KCHA may modify certain policies or procedures to help ensure health, safety and/or security of residents, staff and the community. Changes may only be made upon Executive Director declaration of an Emergency as a result of catastrophic event(s). At the discretion of the Executive Director, modifications determined necessary may remain in effect for up to 60 days following the end of the declared emergency to allow KCHA operations to normalize. Examples of policy and procedure changes that could be implemented include, but are not limited to, the following:

1. **Modified Office Hours:**
   In the event of a declared emergency, KCHA may limit office hours or close designated offices to the public entirely as determined necessary by KCHA. In such instances, staff will remain available to clients through phone and/or email. Information regarding revised office hours – including anticipated length of the closure/modification and how to contact KCHA staff with questions and/or concerns - will be clearly posted on all office doors and in community areas, if appropriate.

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[1] Approved under MTW 6/30/03
[2] Approved under MTW 6/30/03
[3] Approved under MTW 11/18/09

Information will also be distributed to clients via email and direct delivery when KCHA determines such is available and practical.

2. **Modified Inspection process:**
   Recertification inspections scheduled during the catastrophic event may be extended for an additional 12 months. However, upon notification of the delay, the participant will be advised to report any necessary repairs that have not been addressed by the owner. If the tenant reports a life threatening failure, the owner will be required to abate or correct the condition immediately, per KCHA policy.
   To help ensure client access to housing, tenant move-ins and new inspections will be prioritized and completed as soon as possible (pending road closures or other obstacles preventing immediate response).

3. **Modified Review and Verification procedures:**
   In the event of a declared emergency, KCHA may modify client review schedules and/or implement revised verification policies under the protocols listed above. For example, should a catastrophic event occur, it may be difficult to verify tenant information through normal documentation methods or complete reviews under the current process. In such cases, reviews could be temporarily delayed, and verification processes relaxed by weighting all forms of verification equally. A notation regarding any changes authorized as a result of the Executive Director's declaration will be noted in all affected client files.

I. APPLICABILITY TO TARGETED AND SPECIAL-PURPOSE VOUCHERS

This Administrative Plan has been written to address the regulations and requirements of the majority of vouchers administered by KCHA. In addition to its General Voucher pool, KCHA has been allocated and administers vouchers specifically targeted to priority populations or for a special purpose. Where the requirements of Special Purpose Vouchers differs only slightly from KCHA's general voucher program such changes are noted within the main body of this Administrative Plan. However, in some cases, administrative requirements between a special purpose program and the standard program are numerous and/or wide-ranging. In such instances, these differences will be documented in an exhibit to the plan. In these cases, any item not discussed in the exhibit, will follow the standard rules. Examples of this include Emergency Housing Vouchers, which are detailed in Exhibit L.

SECTION 2: **DEFINITION OF TERMS**

Absorption: In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family.

ACC Reserve Account: An account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC during the HA fiscal year exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

Adequate Housing: The lack of adequate housing means:

- A family is living in substandard or dilapidated housing; or
- A family is homeless; or
- A family is displaced by domestic violence; or
- A family is living in an overcrowded unit.

Adjusted Annual Income: [4] Total Household Annual Income less the sum of total eligible deductions for unreimbursed medical expenses, handicapped assistance expenses and/or childcare expenses (as defined) which the household is determined to receive during the recertification process and determination of tenant rent.

Adjusted Monthly Income: One-twelfth of Adjusted Income

Administrative Fee: Fee paid by HUD to the HA for administration of the program.

Administrative Fee Reserve: Account established by the HA from excess administrative fee income. The administrative fee reserve can only be used for housing purposes.

Administrative Plan: The plan that describes HA policies for the administration of the Section 8 tenant-based programs.

Allowances:[5] Amounts deducted from the household's gross annual income in determining adjusted annual income (the income amount used in the rent calculation). Under KCHA's

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[4] Approved under MTW 11/1/10
[5] Approved under MTW 11/1/10

EASY Rent and WIN Rent programs, only allowances for medical expenses handicapped assistance expenses and childcare expenses for children under 13 years of age are allowed (as outlined in this Plan).

Annual Contributions Contract (ACC): A written contract between HUD and a HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements of the program.

Annual Income: All amounts, not specifically excluded in Exhibit B of this policy, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age. (See Exhibit A and Exhibit B for additional information).

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

Child Care Deduction:[6] The amount allowed under KCHA's WIN Rent program as a reduction from Annual Income when child care expenses (as defined) are incurred by a participating household. Households with income in excess of $75,000 and above are not eligible for this deduction. **A child care deduction is only provided when KCHA determines no other adult in the household is available** to provide care **AND** the amount paid (1) is not reimbursed by another party or source; (2) is reasonable in relation to the time and hours worked; (3) is not paid to a family member; (4) does not exceed the income received as a result of the provision of the care. A Child Care Deduction **may not be** granted to a household operating an in-home childcare facility in order to provide for the care of the household's own children. The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Child Care Expenses Incurred	$ Amount of Deduction
Below $2,500	$0
$2,500 - $4,999	$2,500
$5,000 – $7,499	$5,000
$7,500 - $9,999	$7,500
$10,000 or more	$10,000

See Section 9 and Exhibit C for additional information.

[6] Approved under MTW 11/1/10

Child Care Expenses:[7] The "out-of pocket" amount paid for (1) the care of children in the household under 13 years of age **and/or** (2) attendant care and auxiliary apparatus for a Handicapped or Disabled Family member. Under the WIN Rent program, child care expenses must: (1) be necessary to enable a member of the household to be gainfully employed or further his/her education; (2) not be reimbursed by another party or source; (3) be reasonable in relation to the time and hours worked; (4) not be paid to a family member; (5) not exceed the income received as a result of the provision of the care.

Citizen: A citizen or national of the United States.

Co-Tenant: An adult member of the Family household who is neither head nor spouse, but who enters the lease jointly with the Head of Household. A Co-Tenant has the same standing in the lease as would a spouse.

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

Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

Contract Rent: The total amount of rent specified in the Housing Assistance Payments Contract as payable by the HA and the Tenant to the Owner for an assisted unit.

Day Laborer: An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. Income earned as a day worker is **not** considered non-recurring income.

Dependent: [8] A member of the Family household (excluding foster children and foster adults) other than the Family head or spouse, who is under 18 years of age or is a Person with a disability. An unborn child shall not be counted as a Dependent except when determining initial eligibility of a single pregnant woman without other children in the household.

Dilapidated Housing Unit: For selection preference purposes, a housing unit is considered dilapidated if it does not provide safe and adequate shelter, and in its present

[7] Approved under MTW 11/1/10
[8] Approved under MTW 11/1/10

condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

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

Displaced Person or Family: For eligibility purposes, a family in which each member, or whose sole member, is displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

Domestic Violence: the term "domestic violence" will include domestic violence, dating violence, sexual assault or stalking or the threat of physical violence against the resident or member of the resident's household, as defined under the Violence Against Women and Department of Justice Reauthorization Act (VAWA) of 2013.

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

Drug-related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug. (As defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-trafficking: The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).

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

EASY Rent Program:[9] The rent calculation method applied by KCHA to EASY Rent households (see definition). Under EASY Rent program rules, rent is calculated based upon 30.7% of an eligible household's adjusted gross income. Minimum rent paid by eligible families is $0 per month, in accordance with the policies outlined in this Plan.

[9] Approved under MTW 11/1/10

Households under the EASY Rent program undergo a **full recertification** of income and program eligibility once every three (3) years. Unit inspections will still be performed in accordance with the HA's established schedule and update reviews will be performed on the off years.

EASY Rent Household:[10] A resident or family living in or applying for a development currently or formerly operated as a KCHA Public Housing Mixed Population Hi-rise building, or a family in which (1) All adults in the household (excluding live-in attendants) are Elderly or Disabled (as defined); and (2) have no source of income, **or**, at least 90% of total household income is derived from any combination of the following fixed income sources: Social Security, SSI, Government Pension, Public or Private Pensions, GAU and/or Disability Lifeline (a DSHS general assistance grants). An EASY Rent Household includes a household in which a dependent minor has turned eighteen (18) years of age in between the established (3 year) recertification period. EASY Rent Households may also be referred to as a "fixed income" household in this Plan as their income is typically from a fixed source such as Social Security or SSI.

EIV: Enterprise Income Verification system is a form of Up-front Income Verification (UIV) used to verify and/or validate tenant reported (or unreported) income.

Elderly Person or Family: A Family whose head (including co-head) or spouse or sole member is a person who is at least 62 years of age, or two or more persons who are at least 62 years of age living together, or one or more of such persons living with a live-in aide.

Eligible Immigration Status: An immigration status in one of the following categories:

1. A noncitizen lawfully admitted for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), who has been granted lawful temporary resident status);
2. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
3. A noncitizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157)(refugee status); pursuant to the grant of asylum (which has not been terminated) under section 208 of the INA

[10] Approved under MTW 11/1/10

(8 U.S.C. 1158)(asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

4. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
5. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 234(h) of the INA (8 U.S.C. 1253(h))(threat to life or freedom); or
6. A noncitizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a)(amnesty granted under INA 245A).

Energy Assistance Supplement (EAS):[11] (Formerly known as Utility Allowance) The amount provided by the Housing Authority as a reduction to the household's Total Tenant Payment, when the costs of utilities are the responsibility of the family occupying the unit. As determined by the Housing Authority, the EAS is established based upon the reasonable energy consumption of a reasonably conservative household of modest means.
Tenants who reside in units for which all utilities are paid by the Landlord **do not** receive an Energy Assistance Supplement.

Energy Supplement Reimbursement:[12] The amount, if any, by which the Energy Assistance Supplement for the unit exceeds the Total Tenant Payment for the Family occupying the unit. The amount of reimbursement may be limited by any Minimum Rent policies established by the Housing Authority as outlined in this Plan.

Extremely Low-Income: Those families whose incomes do not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Market Rent (FMR): FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register annually.

Family: [13] Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status. In all cases the Head of

[11] Approved under MTW 11/1/10
[12] Approved under MTW 11/1/10
[13] Approved under MTW 7/21/08

Household must be at least 18 years of age, unless they have documented approval as an Emancipated Minor pursuant to Washington State regulations (RCW 13.64.):

1. A group of two or more persons sharing residence whose income and resources are available to meet the family needs and who are either related by (1) Blood, marriage, or operation of law (excluding custody of foster children), or; (2) who have evidenced a stable family relationship.

    a. A group of "two or more persons" includes a single pregnant woman without other children and individuals in the process of securing legal custody of a dependent.

    b. Members of the family temporarily absent shall be included in the family group. To establish what constitutes a "temporary absence," the following clarification is provided.

        i. A service member shall be classified as "temporarily absent" when away from home due to military service. Therefore, each service member shall be counted as part of the family for purposes of qualifying as an eligible family for admission or continued occupancy and for establishment of rent, but not for determining size of unit required.

        ii. If the family claims a child as a family member, but does not have full custody, or if the child lives only part time with the family, it will be the sole discretion of the HA as to whether to count the child as part of the family.

        iii. If the family has a dependent away at school, the dependent may be considered a member of the household if the dependent normally lives in the household while not attending school.

        iv. The HA may consider an absent child to be part of the family if there is evidence that the child would reside with the family if the family were admitted to the HA's housing.

2. An Elderly Person or Family (as defined)

3. A Person with disabilities or Family (as defined)

4. A Remaining Member of a tenant family (as defined)

For purposes of determining initial eligibility for the Housing Authority’s general Housing Choice Voucher program must include at least one household member who is disabled, elderly, or who qualifies as a dependent. Single-persons (as defined: those who are not elderly, near-elderly or disabled) will not be placed on the waiting list. However, such individuals may be considered eligible for assistance and be placed on the waiting list for

any specific targeted "set-aside" program(s) established by the Housing Authority (such as programs to assist Chronically Homeless individuals or youth transitioning out of foster care) for which they qualify.

Family Income: For purposes of qualifying for a Selection Preference, Family Income is "Monthly Income".

Family Self-Sufficiency Program (FSS): A program established to promote self-sufficiency among participating families, including the coordination of "supportive services" to these families (See Action Plan).

Family Share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family Unification Family: Family unification family means a family that is enrolled in the special set-aside Family Unification program where:

1. The public child welfare agency has certified is a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child or children, in out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care;

2. The HA has determined is eligible for Section 8 rental assistance; and

3. The family does not include any person imprisoned or otherwise detained pursuant to an Act of Congress or State law.

Financial Assistance. Financial assistance that a student receives that the student receives (1) under the Higher Education Act, including Federal Work-study programs (2) from private sources, (3) from an institution of higher education as defined by the Higher Education Act of 1965 (See definition) or (4) from loan proceeds are not considered income for the purposes of calculating rent.[14]

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

Foster Care Payment: Payments to eligible households made by State, local, or private agencies.

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[14] MTW Activities 2008-10 and 2008-11

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

Gender Identity: The actual or perceived gender-related characteristics of a participant.

Gross Rent: The sum of the rent to an owner, plus any utility allowance.

Handicapped Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual Income is computed, for attendant care or auxiliary apparatus for a Handicapped or Disabled Family member, and **that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed or to further his/her education**, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Head of the Household: The adult family member who is the head of the household for purposes of determining income eligibility and rent and is held accountable for the Family. A Head of Household must be 18 years of age or older, unless they have documented approval as an Emancipated Minor pursuant to Washington State regulations (RCW 13.64.).

Homeless Family: For selection preference purposes, an applicant is considered a Homeless Family if they:

1. Lack a fixed, regular and adequate nighttime residence; AND

2. Have a primary nighttime residence that is:

    a. Living outside (i.e., no fixed roof, in a park, in a tent, etc.);
    b. Living in a temporary publicly or privately owned shelter; or
    c. Living in an automobile or recreational vehicle.

3. Are a graduate from a KCHA funded sponsor-based program or are a graduate from the Shelter Plus Care program.

A Homeless Family will also include an applicant living with family or friends in an overcrowded situation (does not meet occupancy standards) AND who has been approved for housing within a 90-day time period at a HA recognized transitional housing program.[15]

[15] Approved under MTW 4/5/04

In targeted supportive housing voucher programs, a Homeless Family may also include a family at imminent risk of homelessness such as a family with a pending eviction. An alternate definition may be used based on individual targeted program requirements.

As a general rule, a Homeless Family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law. However, in targeted voucher programs that are designed to serve households discharged from jail or prison, this portion of the definition will not apply. See Section 5 for an overview of targeted voucher programs.

Housing Authority (HA): The King County Housing Authority, a public corporation.

Housing Assistance Payment (HAP): The monthly assistance payment by the HA, which includes:

1. A payment to the owner for rent to owner under the family's lease; and

2. An additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Assistance Payments Contract (HAP Contract): A written contract between an HA and an owner, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family (See Exhibit L).

Housing Quality Standards (HQS): The minimum housing quality standards for housing being assisted under the voucher program.

Housing Voucher: A document issued by an HA to a family selected for admission to the voucher program. This document describes the program and the procedures for HA approval of a unit selected by the family. The voucher also states obligations of the family under the program (See Exhibit K).

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

Imputed Asset Income: For households with assets of more than $50,000,[16] the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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[16] Approved under MTW 5/14/07

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

Income Limits: A schedule of incomes that do not exceed a percent of the median income for the area as determined by HUD with adjustments for smaller or larger Families, except that HUD may establish income limits higher or lower on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors (See Exhibit D).

Independent Contractor: An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are subject to self-employment tax. In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. Income earned as an independent contractor is **not** considered non-recurring income.

Independent Student: For the purpose of determining the Section 8 eligibility of a student who is seeking assistance separately from their parents, a student will be considered independent if they meet the definition laid out by the U.S. Department of Education in the Higher Education Act of 1965 as amended, 20 U.S.C 1087vv(d).

Initial Lease Term: The initial term of the assisted lease. The initial lease term must be for at least one year unless the HA, at its sole discretion, determines there is good cause for a term shorter than 12 months. For VASH vouchers, the initial lease term may be less than 12 months without determination by the HA.

Initial HA: In portability, the term refers to both:

1. A HA that originally selected a family that later decides to move out of the jurisdiction of the selecting HA; and
2. A HA that absorbed a family that later decides to move out of the jurisdiction of the absorbing HA.

Institution of Higher Education. Shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

1. Institution of higher education means an educational institution in any State that:

    a. Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;

    b. Is legally authorized within such State to provide a program of education beyond secondary education;

c. Provides an educational program for which the institution awards a bachelor's degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;

d. Is a public or other nonprofit institution;

e. Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted preaccreditation status by such an agency or association that has been recognized by the Secretary for the granting of preaccreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time; and

2. Institution of higher education also includes:

a. Any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of paragraphs (a), (b), (d), and (e) of subsection (1), above, and

b. A public or nonprofit private educational institution in any State that, in lieu of the requirement in subsection (1)(a) above, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

Interim (examination) Recertification: A reexamination of family income, expenses, and household composition conducted between the regular recertifications when a change in a household's circumstances warrants such a reexamination.

Jurisdiction: The area in which the HA has authority under State and local law to administer the Section 8 program.

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

Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD (See Exhibit M).

Live-in Aide: A person who resides with one or more elderly persons, or near elderly persons, or persons with a disability, and who: (1) is determined to be essential to the care and well-being of the person; (2) is not obligated for the support of the person; and would not be living in the unit except to provide the necessary supportive services. (See Exhibit G.M.7.)

Local Preference: A preference for admission as described in Section 5 of the Administrative Plan.

Low-income Family: A Family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Medical Deduction:[17] The amount allowed under KCHA's EASY Rent program as a reduction from Annual Income when medical expenses (as defined) are incurred by a participating household. Households with income of $75,000 and above are not eligible for this deduction. The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Medical Expenses Incurred	$ Amount of Deduction
Below $2,500	$0
$2,500 - $4,999	$2,500
$5,000 – $7,499	$5,000
$7,500 - $9,999	$7,500
$10,000 or more	$10,000

Under KCHA's Hardship Policy, a WIN Rent Household may qualify for a Medical Deduction only when it can be demonstrated that the households' childcare and medical costs and calculated Total Tenant Payment (Rent + Energy Assistance Supplement) results in the household facing an "extraordinary cost of living".

Medical Expenses:[18] The "out-of-pocket" amount paid by a household for (1) the medical care of elderly and disabled household members **and/or** (2) attendant care or auxiliary apparatus for a Handicapped or Disabled Family member that are necessary to enable a Family member to be employed or further his/her education. The total attendant and auxiliary costs included under this category must (1) be reasonable in relation to the time and hours worked; (2) not be paid to a family member; (3) not exceed the income received as a result of the provision of the care. **Claimed expenses may not be dually included in the calculation of Child Care Expenses in order to determine a household's adjusted annual income**.

Member of the Armed Forces: A person in the active Military or Naval Service of the United States Army, Navy, Air Force, Marine Corps, National Guard, Coast Guard or reserves.

[17] Approved under MTW 11/1/10
[18] Approved under MTW 11/1/10

- For the purposes of determining Annual Income, a Member of the Armed Forces shall be the Head of Household, Spouse, or other family member whose dependents are residing in the unit.

Minimum Rent:[19] The minimum monthly amount payable to the HA as rent by an EASY Rent and WIN Rent household.

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

Monthly Income: One-twelfth of Annual Income.

National: A person who owes permanent allegiance to the United States.

Near-elderly Family: [20] A family whose head (including co-head), spouse, or sole member is a person who is at least 55 years of age but below the age of 62; or two or more persons, who are at least 55 years of age but below the age of 62, living together; or one or more persons who are at least 55 years of age but below the age of 62 living with one or more live-in aides.

Near-elderly Person:[21] A person who is at least 55 years of age but below the age of 62.

Net family assets. Includes the following:

1. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

2. Net family assets must include the value of any business or family assets disposed of for less than fair market value during the two years preceding the date of application for the program or reexamination, in excess of the consideration received therefore.
   a. This includes a disposition in trust, but not in a foreclosure or bankruptcy sale.
   b. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms.
   c. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

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[19] Approved under MTW 11/1/10
[20] Approved under MTW 7/21/08
[21] Approved under MTW 7/21/08

See Exhibit B and Exhibit C for additional information regarding exclusions and calculation of Annual Income and Rent.

Noncitizen: A person who is neither a citizen nor national of the United States.

Noncitizen Student: A noncitizen who:

1. Has a residence in a foreign country, that the person has no intention of abandoning; **and**

2. Is a bona fide student qualified to pursue a full course of study; **and**

3. Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study shall have agreed to report to the Attorney General the termination of attendance of each nonimmigrant student.

Operating Reserve: The administrative fee reserve.

Other Criminal Activity: Criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, persons residing in the immediate vicinity, the owner or public housing employees.

Overcrowded Housing: In the case of a family unification family and according to program guidelines, a family is considered to be living in an overcrowded unit (as defined in Section 4: Subsidy Standards) if:

1. The family is separated from its child, or children, and the parent(s) are living in an otherwise standard housing unit, but, after the family is reunited, the parents' housing unit would be overcrowded for the entire family and would be considered substandard; or

2. The family is living with its child, or children, in a unit that is overcrowded for the entire family and this overcrowded condition may result in imminent placement of its child, or children, in out-of-home care.

Owner: Any person or entity having legal right to lease or sublease a unit to a participant and who has not been determined by the HA to be ineligible to participate in the program.

Participant: (Participant family): A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the

effective date of the first HAP contract executed by the HA for the family (first day of initial lease term).

Payment Standard: In the voucher program, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the HA sets a payment standard based on current market trends. [22]

PBV: Project-based Voucher Program

Person with Disabilities: Per the HUD definition, a person is considered disabled if (1) the following Social Security disability definition is met, or (2) the individual has a developmental disability as described in Paragraph 2 below:

1. Has a disability as defined in Section 223 of the Social Security Act which states: Inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death, or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

2. Is determined, pursuant to regulations issued by HUD to have a physical, mental or emotional impairment that:

    a. is expected to be of long, continued and indefinite duration;

    b. substantially impedes that person's ability to live independently; and

    c. is of such a nature that such ability to live independently would be improved by more suitable housing conditions.
3. Has a developmental disability as defined below and in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)) which is a severe, chronic disability that:

    a. Is attributable to a mental and/or physical impairment (or a combination of mental and physical impairments);

    b. Is manifested before the person attains age twenty-two;

    c. Is likely to continue indefinitely;

[22] Approved under MTW 10/8/07

d. Results in substantial functional limitations in three or more of the following areas of major life activity:

(1) capacity for independent living;
(2) self-care;
(3) receptive and responsive language;
(4) learning;
(5) mobility;
(6) self-direction;
(7) economic self-sufficiency; AND

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

A person with disabilities does not exclude persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person where disability is based solely on any drug or alcohol dependence.

PHA: The King County Public Housing Authority.

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

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

Project Reserve: ACC reserve account.

Rental Assistance Demonstration (RAD): A HUD program that allows properties in the Public Housing program to transition to Section 8 subsidy.

Reasonable Accommodation: A change in Housing Authority policy, procedure or unit structure that allows a disabled individual with an opportunity to utilize the Section 8 program in a manner equal to that of a non-disabled individual.

Reasonable Rent: A rent that is reasonable in comparison to rent for other comparable unassisted units.

Receiving HA: In portability: An HA that receives a family selected for participation in the tenant-based program of another HA.

Recertification: The reexamination of a household's income, expenses, and family composition to determine the family's continued eligibility for program participation and to calculate the family's share of rent. As described elsewhere in this plan, recertification is completed at least once every three (3) years for Fixed Income EASY Rent households (see definition) and biennially (every 2 years) for WIN Rent households [23]

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

Rent:

1. Rent means Total Tenant Payment as defined in this section.

2. For selection preference purposes, rent is defined as:

   a. The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord; and

   b. In the case of utilities purchased directly by tenants from utility providers:

      (1) The Energy Assistance Supplement[24] (if any) determined for the Section 8 Voucher Program; or

      (2) If the family chooses, the average monthly payments that it actually made for its utilities for the most recent 12 month period, or if that information is not obtainable, for the entire period of an appropriate recent period (such period shall be no less than 6 consecutive months).

For an individual who owns a manufactured home but leases the space, rent calculation shall be conducted according to 24 CFR Part 882.623.

Seasonal Worker: An individual who is: (1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and (2) the employment begins about the same time each year (i.e. summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry. Income earned as a seasonal worker is **not** considered nonrecurring income.

Sexual Orientation: Means homosexuality, heterosexuality, or bisexuality.

Single Person:[25] A person who lives alone or intends to live alone, and who does not qualify as an elderly, near-elderly or displaced person, a person with disabilities, or (for

[23] Approved under MTW 5/19/08 and 11/1/10
[24] Approved under MTW 11/1/10
[25] Approved under MTW 7/21/08

continued occupancy) as the remaining member of a family. For purposes of determining initial eligibility, a single pregnant woman without other children or an individual in the process of securing legal custody of a dependent is not considered a single person.

Social Security Number (SSN): The number assigned to a person by the Social Security Administration of the Department of Health and Human Services which identifies the record of the person's earnings that are reported to the Administration.

Special Admission: Admission of an applicant that is not on the HA waiting list or without considering the applicant's waiting list position.

Spouse: Spouse means the husband or wife of the Head of Household.

Standard Replacement Housing: For selection preference purposes, standard replacement housing is housing:

1. That is decent, safe, and sanitary;

2. That is adequate for the family size (according to the HA's occupancy standards); and

3. That the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities (such as motels, hotels or temporary shelters for victims of domestic violence or homeless families nor the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence lives).

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

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

Targeted Housing Voucher: Circumstances in which HUD provides Voucher funding specifically for a specific purpose such as a Section 8 owner opt out or to address special needs populations.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit and who has legal capacity to enter a lease under State and local law. Legal capacity means that the tenant is bound by the terms of the lease, and may enforce the terms of the lease against the landlord.

Tenant Rent:[26] The amount payable monthly by the family as rent to the owner as determined by the program (EASY Rent or WIN Rent) for which the family qualifies. This definition does not limit the owner's ability to accept payment of rent or other charges due under the lease from a 3rd party agency or individual on behalf of the Tenant to expedite payment receipt and/or processing and ensure client stability.

Total Tenant Payment (TTP):[27] For EASY Rent Households, the TTP is equal to 30.7% of the household's gross adjusted income. For WIN Rent Households, the TTP is equal to the Gross Rent Amount associated with the Income Band within which the household's Adjusted Gross Income falls.

UIV: Up-front income verification system used to verify income before or during a family reexamination through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

Unearned income. Income, that is not categorized under the definition of **earned income** as detailed in this policy.

USCIS: The U.S. Citizenship and Immigration Service.

Very-low Income Family: A Low-income Family whose Annual Income does not exceed the very-low income limit, which is 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

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

Voucher: (See Housing Voucher)

Welfare Benefit Reduction:

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

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[26] Approved under MTW 11/1/10
[27] Approved under MTW 11/1/10

2. "Welfare reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

   a. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

   b. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

   c. because a family member has not complied with other welfare agency requirements.

WIN Rent:[28] The rent calculation method applied by KCHA to WIN Rent households (see definition). Under WIN Rent program rules, rent is calculated based upon established Income Bands (see Exhibit Z). Minimum rent paid by eligible families is $25 per month, in accordance with the policies outlined in this Plan. Households under the WIN Rent program undergo a **full recertification** of income and program eligibility once every two (2) years.

WIN Rent Household:[29] A household that does not qualify as an EASY Rent Household. Typically, WIN Rent Households include at least one adult (over age 18) family member who is currently working or considered "work-able".

Youth Vouchers: A time-limited special purpose voucher funded by HUD and designated to assist eligible youth and young adults who are homeless and/or exiting foster care. Examples of these include Family Unification Program Youth (FUP Youth) vouchers and the Foster Youth to Independence (FYI) program.

[28] Approved under MTW 11/1/10
[29] Approved under MTW 11/1/10

SECTION 3: **RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY**

A. ESTABLISHING A WAITING LIST

1. Due to the ongoing demand for the Housing Voucher Program, applications for the waiting list will only be accepted when the need exceeds the applications currently on the waiting list. Any such opening and closing of the waiting list will be publicly announced by the Housing Authority through publication in a newspaper of general circulation as well as through minority media and other suitable means.

   When the waiting list is closed, applications from Families who are eligible for targeted or special assistance under priority 1 (see Section 5) will continue to be accepted and placed on the waiting list. Therefore, paragraphs 2 and 3 below do not apply as they deal specifically with creation and selection of the general program waiting list.

2. Only applications on the Housing Authority standard application form(s) will be accepted from Families seeking admission to the program. When the list is open, applications for the lottery pool shall only be received through an online portal found on the HA website. Persons with disabilities who require reasonable accommodation in completing an application may contact the Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the hearing impaired and may be reached by dialing the number listed in the office.

3. Although applications will continue to be accepted up to the date of closing, the Housing Authority reserves the right to limit the number of applications that will actually be placed on the Section 8 waiting list at any one time. The Housing Authority will offer to place the applicant on the waiting lists for public housing, Section 8 project-based, and/or moderate rehabilitation units, provided the lists are currently open. The Family will only be placed on open selected by the applicant that have units suitable for the household.

4. Initially, all applications will be processed to the extent necessary to determine whether the applicant is initially eligible. Only applications from households meeting the definition of Family, who are income eligible and who claim a local preference (See Section 5) will be considered eligible. Applications will be received without verification of the information provided, unless otherwise stated in this policy. For applications accepted during a “Lottery” opening households determined to meet initial eligibility requirements will be placed in a pool of applications from which a predetermined number of applications will be randomly drawn for placement on the waiting list. Those drawn will be notified

in writing that their application is on the waiting list and when a voucher may become available, insofar as such a date can be reasonably determined.

5. At the time of selection from the waiting list for a voucher, at least one adult member of the family who originally applied must still be part of the household in order to continue to be eligible. Prior to being offered housing assistance, the applicant will verify any information required by the Housing Authority and all adult family members will be required to sign the appropriate forms certifying that the information provided is accurate to the best of their knowledge.

6. KCHA will ensure compliance with the Violence Against Women Act of 2013 (VAWA 2013) which provides that an applicant for assistance under a covered housing program may not be denied admission to or denied assistance on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for admission, assistance, participation, or occupancy.

B. APPLICANT CHECK-IN POLICY

To keep the waiting list current, the Housing Authority will mail a continuing interest letter/card to the last known address of the top 300-500 applicants on the Section 8 Housing Voucher waiting list on an as needed basis.[30] The letter/card will require the applicant to return a response card within 30 days in order to remain active on the waiting list. Those applicants failing to respond will be removed from the waiting list without further notice.

The Housing Authority will consider any request for reinstatement within twelve months of the date of cancellation. In addition, any applicant who subsequently maintains that their failure to respond to the check-in letter was caused by their disability will be provided reasonable accommodation to explain their circumstances. Should the family be reinstated, their application will be placed in their former position on the waiting list.

C. CONDITIONS GOVERNING ELIGIBILITY FOR ADMISSION

Participants will be considered eligible for admission to the Housing Voucher Program who:

1. Qualify as a "Family" as defined in Section 2 of this Plan;
   a. Applicants shall not be placed on the waiting list where the Head of Household has not yet reached the age of 18 (the legal age to enter into and be held accountable for a lease under state law), unless the designated Head of Household documents approval as an Emancipated Minor pursuant to Washington State regulations (RCW 13.64.)

[30] Approved under MTW 4/5/04

2. Have Annual Income, at the time of application that does not exceed the low-income limits set by HUD (cannot exceed 80% of the median income for the area).
   (See Exhibit D)
   a. Income Limits apply only at admission and are not applicable for continued occupancy.
   b. An applicant who initially qualifies but whose income subsequently increases beyond the income limits prior to housing shall be denied admission.

3. Qualify as Citizens or as Noncitizens who have eligible immigration status (as defined in Section 2).
   a. A family that consists of a single individual who does not contend to have citizenship or eligible immigration status **is not eligible**.
   b. A family that includes two (2) or more individuals must include at least one household member who is a citizen or has eligible immigration status. The HA may not make assistance available to a family applying for assistance until at least the eligibility of one family member has been established by the submission of the required documentation (and then assistance must be prorated based on the number of individuals in the family for whom the required verification has been submitted).
   c. Once the verification has been properly submitted, no family shall have their assistance delayed, denied, or reduced because of delays in verifying this information on the part of the USCIS.
   d. Applicants denied assistance as a result of their immigration status will be informed of their right to request an appeal of the results of the USCIS verification to the USCIS or request an Informal Review with the Housing Authority (in lieu/upon completion of the USCIS appeal). The notice will also inform the applicant:
      i. Of the reason for the denial;
      ii. That they may be eligible for pro-ration of assistance based on the number of family members with “eligible immigration status”.
      iii. Of the time limits and procedures that must be followed when requesting an appeal to the USCIS and/or Housing Authority.
      iv. That assistance may not be delayed, denied, or reduced until the conclusion of the USCIS appeal process, but, that assistance may be delayed, denied, or reduced while awaiting the outcome of the Housing Authority’s Informal Review process.

4. Have disclosed and submitted required documentation to verify the assigned Social Security number (SSN) for each family member.
   a. A family is required to disclose and submit proper SSN documentation for each household member. However, the HA may not deny assistance to a Mixed Family due to non-disclosure of an SSN by an individual who does not contend to have eligible immigration status.

b. See Exhibit E for additional information, including but not limited to information regarding applicability to current tenants who have not previously disclosed and/or documented an assigned SSN and special requirements when requesting the addition of a new family member to an existing household.

5. Fails to conform to the subsidy standards set forth in Section 4 of the Administrative Plan;

6. Who sign the required consent forms:
   a. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
   b. The consent form must contain, at a minimum, the following:
      i. A provision authorizing HUD or the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

      ii. A provision authorizing HUD or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

      iii. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

      iv. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

7. Do not owe rent or other amounts to the Housing Authority or to another public housing authority in connection with Section 8 or public housing assistance under the U.S. Housing Act of 1937;

8. Have not failed to reimburse the HA or another public housing authority for any claims paid to an Owner for:

   a. Rent, damages to the unit, or other amounts owed by the Family to the Owner under the lease;
   b. Vacancy payments.

9. Qualify for one of the local preferences described in Section 5. Applicants currently receiving a federal rental subsidy will not be considered eligible unless they are able to qualify as involuntary displaced or living in substandard housing.[31]

10. Have not breached an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. At its discretion, the Housing Authority may offer a family an opportunity to enter an agreement to pay such amounts but the terms of such agreement will be prescribed by the Housing Authority (See Section 10.I.).

11. Have not engaged in abusive, violent or threatening behavior directed toward a Housing Authority staff member.

12. Have not been illegally using a controlled substance or have not given the Housing Authority reasonable cause to believe that the family member's **pattern** of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

    a. A waiver of this may be granted if the family can demonstrate to the HA's satisfaction that the family member is no longer engaging in illegal use of a controlled substance and:

        * Has successfully completed a supervised drug rehabilitation program;

        * Has otherwise been rehabilitated successfully; or

        * Is participating in a supervised drug rehabilitation program.

13. Have not given the Housing Authority reasonable cause to believe that the family member abuses alcohol or has a **pattern** of abuse, which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

    a. A waiver of this may be granted if the family can demonstrate to the Housing Authority's satisfaction that the family member is no longer engaging in abuse of alcohol and:

        * Has successfully completed a supervised alcohol rehabilitation program;

        * Has otherwise been rehabilitated successfully; or

[31] Approved under MTW 4/16/07

* Is participating in a supervised alcohol rehabilitation program.

14. Does not include any family member subject to a lifetime registration requirement under a State sex offender registration program. The family will be given the opportunity to remove the ineligible family member in order to preserve their eligibility. If the family is unwilling to remove that individual from the household, the participant will be denied admission to the program.

15. Have not been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing. Such families will be banned permanently from the Section 8 program;

16. Have not previously been denied eligibility to a Housing Authority program, terminated from Section 8 for violation of any family obligations under the program (as defined in Section 14) or who have not been previously evicted from public housing.

17. Have no record of criminal activity by any family member, which would be judged by the Housing Authority to have an adverse effect on the health, safety, or welfare of other property residents or HA employees. The Housing Authority will deny admission to an applicant if a criminal background check reveals any family member has been convicted of a serious violent crime(s) including but not limited to:

    - Arson
    - Assault
    - Burglary
    - Domestic Violence
    - Fraud (theft of government services, forgery, identity theft, bribery)
    - Hate Crimes
    - Kidnapping/Unlawful imprisonment
    - Manslaughter
    - Murder
    - Robbery
    - Sexual Offenses/Exploitation (rape, molestation, incest, indecent liberties)
    - Terrorism/Treason (supporting, engaging or conspiring to commit)
    - Unlawful Use/Possession of Weapons, Explosives or Firearms
    - VUCSA (Violation of Uniform Controlled Substance Act) – possession/manufacturing/delivery

    While this list is not all inclusive, it provides examples of the type of offenses that could result in denial of housing assistance. Comparable crimes, or a criminal record that indicates a family member exhibits habitual criminal behavior, will also result in denial of housing assistance. Denial will continue for a period of 12

months following release from incarceration, however, this timeline may differ if the offense occurred within a federally assisted unit (see Section F below).

While a criminal record will not automatically exclude an applicant from consideration, it is important criteria used in determining a person's eligibility. Prior to denying assistance, the Housing Authority will provide the applicant an opportunity to present any mitigating circumstances or information for consideration, which would indicate the applicant could be eligible for the program.

Criminal history screening requirements beyond HUD baseline requirements shall not apply to the Housing Authority's housing initiatives where supportive services are directly connected to subsidies. These programs include Project-based transitional housing; Project-based permanent supportive housing; Scattered Site Supportive Housing for households with disabilities; Scattered Site Family Supportive Housing; Homeless Youth Initiatives; Re-entry Initiatives; Deinstitutionalization Initiatives; and Terminal Illness set-asides. For veterans on the VASH program the only HUD baseline criminal screening that is applicable and will lead to denial is lifetime registration as a sex offender.

18. Do not have a conflict of interest as defined in the ACC; HAP Contract and Section 9 of this Administrative Plan;

19. Have not misrepresented any material fact during the application process. If the Authority determines after an applicant has been housed that such misrepresentation has occurred, the Housing Authority will terminate the Family's housing assistance payment and, if applicable, charge retroactive rent.

20. Does not qualify as a student enrolled in an institution of higher education as described in Paragraph D below.

If the Housing Authority initiates an action to **deny** another voucher to a participant wanting to move, the participant will receive prompt written notice informing them of the decision to deny their assistance. The participant will also have access to the Authority's Informal Hearing procedures.

Applicants denied eligibility as a result of their failure to meet a local preference will have access to the Informal Review procedure.

Applicants denied assistance as a result of their immigration status will also be informed of their right to request an appeal of the results of the INS verification to the INS instead of, or in addition to, an Informal Review with the Housing Authority.

D. ELIGIBILITY OF STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION

The following rule does not apply to a student who is currently living with their parents already living in an assisted unit and receiving Section 8 assistance nor does it apply to a student living with parents who are applying for Section 8 assistance. For all others, in determining the eligibility of a student for Section 8 assistance, the HA must first determine whether or not the individual is:

1. Under the age of 24; and

2. Enrolled in an institution of higher education (See Section 2).

If the student meets the above criteria, then the HA needs to determine whether or not the student:

1. Is a veteran of the United States military; or

2. Is married; or

3. Has a dependent child.

4. Is a person with disabilities and was receiving Section 8 assistance as of November 30, 2005.

If the student does not meet any of the second set of criteria, then there is a two-part test that must be met in order for the student to be eligible for Section 8 assistance:

1. The student must be eligible for Section 8 assistance; AND

2. The student's parents, individually or jointly, must be eligible for Section 8 assistance; UNLESS the student can demonstrate his or her independence from their parents. (Parents eligibility only refers to "income" eligibility. Verification need only consist of a self-declaration by the parents unless the HA believes the information to be untrue.)

If a student is attempting to prove their independence from their parents, the following criteria should be considered:

1. The student must be of legal contract age under State Law (age 18 or over <u>or emancipated</u>);

2. The student must be verified as an independent student. This may be done via two methods:

a. The student meets the definition of independent student as defined in 20 U.S.C 1087vv(d) paragraphs (B), (C) or (H), whereby HUD considers the individual is a vulnerable youth and such determination is all that is necessary to prove independence or;
b. Prove a student's independence from their parents by doing all of the following:
   i. Review and verify previous address information to determine evidence of a separate household or the individual meets the U.S. Department of Education's definition of an independent student (See Section 2);
   ii. Review the student's prior year income tax return. The student must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations or the individual meets the U.S. Department of Education's definition of an independent student (See Section 2);
   iii. The student must obtain a certification of the amount of financial assistance that will be provided by the parents or legal guardian, signed by the individual providing support. Certification will still be required even if no financial assistance is being provided.

Any family containing a student who is ineligible to receive assistance will not be eligible to receive assistance as long as that family member remains in the unit.

E. LENGTH OF TIME FOR DENIAL

Families who have been previously denied eligibility, evicted from Public Housing or terminated from Section 8 will be denied Section 8 Housing assistance beginning on the date of such denial, eviction or termination according to the following minimum criteria:

1. Persons convicted of manufacturing or producing methamphetamine in an assisted unit will be permanently banned;

2. Persons who are subject to a lifetime registration requirement under a State sex offender registration program will be permanently denied.

3. Abusive or violent behavior towards a Housing Authority employee will be denied for 10 years;

4. Violent criminal activity (other than towards a Housing Authority employee) will be denied for five (5) years;

5. Any other drug-related criminal activity by any member of the applicant family within the 3-year period prior to the date of application will be denied eligibility for five (5) years;

   a. Housing Authorities may waive this requirement if:

i. The person demonstrates successful completion of a rehabilitation program approved by the Housing Authority; or

ii. The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

6. Fraud or misrepresentation of a housing program (e.g. unreported income, unreported live-in, knowingly permits another individual who is not eligible for assistance due to immigration status to reside in the unit, subleasing a unit, side payments, etc.) will be denied eligibility for five (5) years;

7. Serious damage to a previous housing unit beyond normal wear and tear will be denied eligibility for two (2) years;

8. Violations of the lease (other than those listed above) will be denied eligibility for one (1) year; and

9. All other termination's (Section 8 only) will not be denied eligibility.

F. REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority will not remove an applicant's name from the waiting list unless:

1. The applicant requests that their name be removed;

2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;

3. The applicant does not meet the eligibility criteria for the program; or

4. It is determined that current funding levels will not support the issuance of vouchers to new applicants within a reasonable length of time. Should this occur, the Housing Authority reserves the right to cancel all or a portion of the applications on the Section 8 waiting list with proper notice to the applicants affected.

Should this occur, the application will be listed as "Ineligible." Sufficient information is to be entered on the application form to establish the ineligibility status and the applicant is to be informed in writing of the reason(s) for the denial and right to appeal the determination.

G. ELIGIBILITY FOR CONTINUED OCCUPANCY

There are to be eligible for continued occupancy at the time of the Annual Review or at any time the family moves from the unit, only those participants:

1. Who qualify as a Family (See Section 2). A Person with disabilities who subsequently "recovers" from their disability is eligible to remain in assisted housing; however, the family will no longer be considered an Elderly Family for deduction purposes.
2. Who conform to the subsidy standards set forth in Section 4.
3. Who have not misrepresented factual statements on the Housing Authority's application/update or other forms, committed fraud in connection with any Federal housing assistance program, or failed to properly report to the Housing Authority any income discrepancies identified through HUD's computer income matching system.
4. Who are in compliance with the Family obligations listed on their Voucher and other Housing Authority requirements.
5. Who have not been evicted from their unit as a result of a serious lease violation.
6. Whose family members qualify as Citizens or Noncitizens who have eligible immigration status (as defined in Section 2).
    a. Families in which one or more members are determined ineligible may be given the option of receiving prorated assistance.

SECTION 4: **SUBSIDY STANDARDS**

A. MINIMUM HOUSING STANDARDS

In determining the proper bedroom size for each Family, the following principles apply:

1. The subsidy standards must provide for the smallest number of bedrooms needed to house the family without overcrowding.

2. The subsidy standards must be in compliance with applicable State and local law.

   These general principles result in the following subsidy standards: (See Section 4.E for possible exceptions to these standards.)

NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	MINIMUM	MAXIMUM
1	1	3
2	2	5
3	4	7
4	5	9
5	7	11

B. GENERAL HOUSING PRINCIPLES – TENANT-BASED PROGRAM (EXCLUDING HOPE VI)

In addition to meeting the minimum-maximum standards shown above, the following criteria shall also be utilized in determining the proper bedroom size assigned:

1. No more than two (2) persons shall be required to occupy a bedroom. At the choice of the participant, family size may exceed the 2 people per bedroom limit by one (1) in order to obtain or retain housing (i.e., family of five (5) may rent a 2 bedroom unit).[32]

[32] Approved under MTW 4/5/04

2. Head of Household and Spouse (or significant other) who has evidenced a stable family relationship will be allotted one (1) bedroom.

3. Persons of different generations shall not be required to share a bedroom. As an example, a grandmother shall not be required to share a bedroom with her children or her grandchildren

4. Children:

   a. Children will be allotted one (1) bedroom for every two children living in the household regardless of age or sex.

   b. Included in determining the bedroom size are the following:

      i. All children anticipated to reside regularly in a dwelling unit. Examples include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, or children whose custody is anticipated to be obtained by an adult within 12 months of being housed. All cases must clearly be documented through third party verification;

      ii. Children who are temporarily absent from the home due to placement in foster care;

      iii. Foster children

      iv. Children who are away at school will not be considered in determining allowable bedroom size.

5. Two (2) or more single Elderly persons or persons with a disability residing in the same dwelling unit shall be assigned to a unit so that each has a separate bedroom, or so that the bedrooms may be occupied by two (2) persons, at the option of the Family.

6. A live-in aide who is not a member of the family shall not be required to share a bedroom with another unrelated member of the household. A live-in aide's family members may reside in the unit provided doing so:

   a. Does not increase the subsidy by the cost of an additional bedroom; and

   b. The presence of the live-in aide’s family does not overcrowd the unit.

7. Dwelling units shall be assigned so as not to require use of the living room for sleeping purposes, with the exception of zero bedroom units.

8. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

C. GENERAL HOUSING PRINCIPLES - HOPE VI

(The HOPE VI waiver to the Subsidy Standards expires five (5) years from the initial date of Housing for each HOPE VI participant. Families still using their Housing Voucher at the start of their sixth year will be required to follow the Tenant-based Subsidy Standards.)

1. No more than two (2) persons shall be required to occupy a bedroom. At the option of the participant, family size may exceed the 2 people per bedroom limit by one (1) in order to obtain or retain housing (i.e., family of five (5) may rent a 2 bedroom unit)

2. Persons of the opposite sex, other than husband and wife, shall not be required to share a bedroom. Two (2) unrelated, unmarried adult individuals who have indicated a current, regular relationship with each other and who have been determined eligible as a Family, shall be treated the same as husband and wife and assigned to one bedroom.

3. Persons of different generations shall not be required to share a bedroom. As an example, a grandmother shall not be required to share a bedroom with her children or her grandchildren.

4. Children:

    a. Children of the same sex shall share a bedroom.

    b. Children of the opposite sex, with the exception of those under the age of four (4), shall not be required to share a bedroom. At the option of the family, children of the opposite sex past the age of four (4) years, may share the same bedroom or living/sleeping room for continued occupancy.

    c. Included in determining the bedroom size are the following:

        i. All children anticipated to reside regularly in a dwelling unit. Examples include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, or children whose custody is being obtained by an adult;

        ii. Children who are away at school, but who will live with the family during breaks;

        iii. Children who are temporarily absent from the home due to placement in foster care;

iv. Foster children

5. Two (2) or more single Elderly persons or persons with a disability residing in the same dwelling unit shall be assigned to a unit so that each has a separate bedroom, or so that the bedrooms may be occupied by two (2) persons, at the option of the Family.

6. A live-in aide who is not a member of the family shall not be required to share a bedroom with another unrelated member of the household. A live-in aide's family members may reside in the unit provided doing so:

   a. Does not increase the subsidy by the cost of an additional bedroom; and

   b. The presence of the live-in aides' family does not overcrowd the unit.

7. Dwelling units shall be assigned so as not to require use of the living room for sleeping purposes, with the exception of zero bedroom units.

8. Space will not be provided for a family member who will be absent most of the time.

D. CHANGE IN PARTICIPANT'S FAMILY SIZE

Tenant-Based Program **including** HOPE VI Program

Where it is found that the size of the dwelling unit is no longer suitable for a participant Family in accordance with these standards, the HA will issue the Family the appropriate sized Voucher and require them to move as soon as feasible but in no event later than their next update or full recertification review, whichever comes first. Should this occur, the HA must:

a. Notify the Family and Owner of the termination; and

b. Terminate the HAP contract at the end of the calendar month that follows the calendar month in which the HA gave such notice to the Owner.

E. WHERE UNIT SIZE DOES NOT MATCH VOUCHER SIZE

1. A family may rent a unit with more than or less than the number of bedrooms listed on the voucher as long as the unit meets the space requirements described in Section 4.B. of this policy.

2. The payment standard must be the lower of:

   a.The payment standard for the family unit size; or

b. The payment standard for the unit rented by the family.

F. GRANTING OF EXCEPTIONS TO UNIT SIZE STANDARDS

The criteria and standards prescribed for the determination of any applicant's unit size in the Tenant-based, Project-based and HOPE VI programs should apply to the vast majority of families. Unique situations, including a request for a reasonable accommodation, may warrant the assignment of a different size unit than stated in the HA's subsidy standards. As an example, a family may need an exception to the subsidy standards for a unit that is large enough to accommodate a member of the family or a person associated with that household who has a physical or mental disability or where State, local or Federal law requires. Such exceptions, however, must be fully verified and documented in the applicant or tenant's file.

The HA will notify an Applicant/Participant that exceptions to the standards may be granted, and of the circumstances in which the granting of an exception will be considered by the HA.

SECTION 5: **PARTICIPANT SELECTION**

Among income eligible applicant families of the size and composition appropriate to available Vouchers, families will be selected without regard to race, color, religion, age, sex, national origin, familial status, marital status, parental status, sensory, mental, or physical disability or the use of a trained guide dog by a visually or hearing impaired person. In addition, no person will be automatically excluded from participation in or denied the benefits of the Housing Voucher Program solely because of membership in a class such as unmarried mothers, recipients of public assistance, persons with a disability, etc.

The HA's Participant Selection system will be administered in a manner that is not incompatible with Title VI of the Civil Rights Act of 1964, the Federal Fair Housing Act, Executive Order 11063, as amended, Executive Order 12259, Executive Order 12892, Title II of the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, state or local Fair Housing laws, and any other HUD requirements and regulations issued under the above authorities.

Specific participant selection procedures, definitions and requirements not covered in this Administrative Plan or in the MTW agreement will adhere to the guidelines of 24 CRF Part 882, Part 982 and Part 983.

A. INCOME TARGETING REQUIREMENTS

The HA will adhere to the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income. To ensure this goal is met, the HA will twice yearly monitor incomes of newly admitted families and the income of the families on the waiting list. If it appears the requirement is not being met, the HA retains the right to skip higher income families on the waiting list to reach extremely low-income families. If there are not enough extremely low-income families on the waiting list, the HA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

B. Definitions OF LOCAL PREFERENCES

1. **Extremely Low-Income Household.** A family will be considered extremely low-income whose total household income is equal to or less than the higher of the Federal poverty level or 30% of the Area Median Income for their household size.

2. **Involuntarily Displaced.** A family is or will be considered involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:

- Displacement by disaster;
- Displacement by government action;
- Displacement by action of a housing owner (where a signed lease existed);
- Displacement by domestic violence.
- Displacement to avoid reprisals
- Displacement by hate crimes. Hate crimes are actual or threatened physical violence or intimidation that is directed against a person or his or her property and that is based on the person's race, color, religion, sex, national origin, disability, or familial status;
- Displacement by inaccessibility of unit;
- Displacement because of HUD disposition of a multifamily project.

3. **Substandard Housing.** A family is living in "Substandard Housing" if they are "Homeless" as defined in Section 2 of this administrative plan, or if living in housing that:

   - Is dilapidated;
   - Does not have operable indoor plumbing;
   - Does not have a usable flush toilet inside the unit for the exclusive use of the family;
   - Does not have electricity, or has inadequate or unsafe electrical service;
   - Does not have a safe or adequate source of heat;
   - Should, but does not have a kitchen;
   - Has been declared unfit for habitation by an agency or unit of government.

4. **Rent Burden.** A rent burdened family is a family who is currently paying more than 50% of total family income for rent and utilities. Individuals and families who choose to pay a rent in excess of the established FMR for their bedroom size will not qualify as rent burdened.

C. VERIFICATION OF LOCAL PREFERENCE

Prior to being placed on the Section 8 waiting list, all applicants must initially claim qualification for one of the local preferences on their application for housing. Verification will only be required at this point if the HA has evidence indicating that misrepresentation has occurred or otherwise showing that the declaration is inaccurate. Prior to actually being selected for housing, applicants will be required to document that a preference still exists (See Exhibit E of the Administrative Plan for specific verification requirements).

1. The HA will waive this requirement for applicants who are participants in the Rapid Rehousing Program (RRP) or any similar short-term subsidy program (lasting 12 months or less). Such applicants will be eligible to retain their initially claimed local preference during participation in these programs.

2. If a Section 8 applicant is currently receiving tenant-based assistance under the HOME Program, the HA determines whether the applicant qualifies for a preference based on the situation of the applicant at the time they received assistance from the HOME Program.

   Applicants unable to document eligibility of a claimed preference when required will be determined to be ineligible for the Section 8 program.

D. ESTABLISHING A LOCAL PREFERENCE

The HA will publicly notify interested parties for comment on proposed changes to local preferences consistent with 24 CFR 982.207. Interested parties will be invited to comment on the proposed additions and present any concerns they feel should be addressed. Any change in the HA local preferences will be made in accordance with the provisions of the MTW agreement and the annual plan.

E. ORDER OF SELECTION

Applicants determined eligible for the waiting list through selection during an advertised Lottery opening or those eligible for participation in one of KCHA's specific targeted housing programs will be placed on the General HCV waiting list. Selection from the general waiting list will be made using the priorities listed below. Individual program requirements may affect selection as detailed below.

1. **Priority 1** – Targeted Housing Voucher Funding.
   Eligible applicants who qualify for one of the local preferences and who document qualification for one of KCHA's targeted voucher programs may be housed ahead of other applicants. The HA may limit the number of vouchers issued annually under each targeted program, based upon the number of vouchers allocated for the program, voucher turnover, and current and projected program utilization.

   Targeted Voucher programs established by KCHA include:

a. **Supportive Housing Vouchers**

i. **Housing Access Services Program (HASP)** - This program serves people with disabilities, primarily single adults under the age of 62. Referrals are made from one of two sources: 1) a consortium of King County's mainstream human service and behavioral healthcare systems or 2) specific social service provider agencies. These systems directly provide and financially support contracted services such as housing search, crisis intervention, case management and/or clinical services to referred participants. For preference qualification purposes, households moving-on from a KCHA funded sponsor-based program, the Shelter Plus Care program or an approved service enriched program in collaboration between KCHA and King County will retain the preference documented at the time of entry into the service-enriched housing program from which they are transitioning. This category also includes non-NED Mainstream vouchers issued prior to 2018.

Under HASP applicants will be referred according to the following criteria:

- Disabled applicants who are either homeless or have been determined by their service provider agency to be prepared to move to permanent housing from temporary or transitional housing programs such as Cluster Housing, Shelters and HOPWA funded transitional programs.
- Disabled applicants who have been determined by an agency to be prepared to transition from a supervised living arrangement to a supported living arrangement, such as clients who are transitioning from Group Homes, Hospitals, Living with Family Care Givers, Congregate Care Facilities and Assisted Living Facilities.
- Physical Rehabilitation Facilities – Applicants that are participating in an agency-coordinated and/or sponsored program.

ii. **Mainstream NED** – This targeted program serves households which contain a disabled non-elderly adult.

Applicants for this targeted program will be taken in the following order:

a. Applicants participating with the HASP consortium who also qualify as either transitioning out of an institutional and other segregated setting, at serious risk of institutionalization, homeless, or at risk of becoming homeless will receive priority.
b. Other applicants not participating with a HASP consortium agency and who meet the requirements listed above. These applicants will be placed on the waiting list but will not be given a lottery number and will only be eligible for the Mainstream NED program.

c. If there are insufficient applicants who meet the requirement to be homeless or otherwise at risk, then non-homeless households which meet other program requirements may be housed.

b. **Family Supportive Housing Programs** - These programs serve families with children who are Homeless, at risk of Homelessness, at risk of separation as a result of poor living conditions, exiting KCHA-recognized emergency and transitional housing, and survivors of domestic violence. Referrals are made from supportive service providers and government child welfare agencies that are operating under a written agreement with KCHA to provide housing search, crisis intervention, housing stabilization, and/or case management services to participants. Examples include Family Unification Program, Domestic Violence and 2163 Homeless programs.

c. **Terminally Ill Housing Program –** This program serves applicants who have a terminal illness and are likely to die before they could receive and use assistance in the form of a Voucher if they had to wait their chronological turn on the waiting list. Terminally ill applicants are defined as individuals with a medical prognosis that their life expectancy is three years or less. In the case of applicants suffering from the AIDS virus, only individuals classified with an AIDS Indicator Condition of C1, C2, C3, or B3 meet the definition of terminally ill. The condition must be documented by the attending physician and/or a Social Service Agency that has been working with the applicant and can provide the necessary information.

d. **Veteran Affairs Supportive Housing Program (VASH)** - This program serves homeless and at-risk Veterans identified as qualifying for the program by the local Veteran's Affairs (VA) Medical Center. Clients must be referred from the VA and receive case management and other supportive services from the VA under a written agreement with the Housing Authority.

e. **Additional Targeted Programs**
This category includes programs designed to assist applicants in KCHA-identified special needs areas as well as applicants selected in conjunction with demonstration programs established by KCHA to test and measure the impact of new approaches to the delivery of housing services. Examples of programs under this category include, but are not limited to, the Creating Moves to Opportunity (CMTO) program, and programs established to assist families who are homeless or at-risk of homelessness. Programs may include those in which applicant referrals are made from support service providers operating under a written agreement with KCHA to provide housing search, crisis intervention, housing stabilization, and/or case management services to participants.

2. **Priority 2** - Non-targeted Housing Voucher Applicants.
   Includes applicants who entered the waiting list through a KCHA advertised waiting list opening. This includes applicants who have claimed qualification for a local preference, been determined initially eligible and were randomly selected and assigned a lottery number only. Final application screening – including but not limited to verification of current eligibility for a local preference – is required prior to voucher assignment. Applicants will be selected and invited to a KCHA Voucher briefing in the order of the lottery number assigned.[33]

F. EXCEPTIONS TO THE WAITLIST

1. Tenant Protection Assistance - When the HA receives funding from HUD targeted for families living in specified units, the family may be admitted to the program without placement on a waiting list. Families qualifying for Tenant Protection Assistance may be selected any time the targeted assistance is made available. Examples include current Public Housing residents who are living in units being demolished as a result of HOPE VI or other community redevelopment programs or families being displaced from other HUD assisted housing where the owner is opting out of the contract.

2. Executive Exception – Applicants who, as determined by the HA, are in urgent situations where they may or may not be currently on a waiting list. All such situations will be verified as to the urgency of the applicant's housing needs and will only be approved by the Executive Director or their designee.

3. Homeownership Program – Current KCHA Public Housing and Project-based Section 8 participants who have been accepted into the HCV Homeownership Program will be granted a voucher if they are approved for Mortgage Assistance Payments (MAPs) per Appendix M of this plan. Participants being granted a homeownership voucher will be treated as current participants of the Tenant-based voucher program and will not be subject to standard Housing Authority applicant screening procedures or wait list requirements.

4. Other special voucher allocations, which may be issued by HUD in response to emergency needs.

[33] Approved under MTW 7/21/08

SECTION 6: **BRIEFING AND ISSUANCE OF VOUCHERS**

When the HA determines there is sufficient funding to admit the top family on the waiting list, a Housing Voucher will be issued. For applicants currently enrolled in a King County Housing Authority associated project-based transitional housing program where the family has not yet completed their required term in the transitional unit, the clients application will remain at the top of the waiting list until they graduate from the program.

The HA will enter on the Voucher the smallest number of bedrooms consistent with its subsidy standards. These standards will provide for the smallest subsidy level which will avoid overcrowding of a Family, and will permit the Family to rent a unit conforming with the Housing Quality Standards. Exceptions from the subsidy standards may be granted by the Section 8 Associate Director, if warranted, due to such factors as age, sex, health or disability of family members, or other individual circumstances (See Section 4). Documentation as to the reason for any exception will be maintained in the Family's file.

A system will be kept that assures the HA will be able to honor all outstanding Vouchers within the funding provided under the ACC.

A. BRIEFING OF HOUSING VOUCHER HOLDERS

When a Family initially receives its Housing Voucher, a full briefing will be provided to assist the Family in finding a suitable unit and to apprise the Family of its responsibilities and rights, as well as the responsibilities of the Owner. Briefings may be conducted either individually or in groups. Applicants unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternative location. Applicants needing to reschedule their briefing date may do so if the following criteria are met:

- Under ordinary circumstances, the request must be received in writing prior to the date of the briefing.
- Complete documentation is provided showing that the reason for the reschedule was beyond the control of the applicant.
- The applicant has not been rescheduled for a previous briefing.

Under certain special situations where an applicant may not be available to receive their assistance (i.e., surgery, substance abuse treatment centers, etc.), an additional option may be available provided proper documentation is received. In such a case, the client may request their application be placed at the bottom of the priority list for which they qualify.

All briefings will cover the following areas:

1. A description of how the program works;
2. Family and owner responsibilities.
3. Where the family may lease a unit, including renting a dwelling unit inside or outside the HA jurisdiction. Eligible types of housing will also be explained. The HA will assist a family in locating a unit by providing lists of owners interested in leasing on the Section 8 program, but will explain that they have the right to select any eligible unit within the HA's jurisdiction.
    a. For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the briefing will include an explanation of how portability works, including any restrictions based on 12-month residency requirements. The HA will not discourage the family from choosing to live anywhere in the HA jurisdiction, or outside the HA jurisdiction under the portability procedures.
4. The advantages of moving to low-poverty census tracts (areas that do not have a high concentration of poor families).
5. In briefing a family that includes any person with disabilities, the HA will take appropriate steps to ensure effective communication in accordance with federal requirements.
6. The housing quality standards procedures for family and owner inspections;
7. Information on significant aspects of federal, state and local fair housing laws and how they affect their participation in the Section 8 program;
8. The HA's informal review and hearing procedures for applicants and participants.
9. HUD and HA forms required, including the fact that the family may obtain copies of the HQS, the Contract, and other pertinent forms or documents on request.
10. The HA subsidy standards unit size information (including exceptions);
11. The HA policies regarding expirations and extension of Vouchers
12. Information on Terminations of tenancy and family obligations
13. Information on Penalties for perjury, misrepresentation, fraud.
14. The minimum requirements of the lease including:
    a. Name of the owner and tenant
    b. Address of the rental unit

c. Term of the lease

d. Amount of monthly rent to owner

e. Utilities and appliances to be furnished by the owner and to be furnished by the tenant.

15. Information regarding any restrictions on the amount of the initial tenant rent.

16. Briefings for holders of Youth Vouchers will also include:

    a. Explanation of the initial 36-month time limit on voucher usage; and

    b. The possibility of an extension of the time limit for up to an additional 24 months; and

    c. How to qualify for an extension, as detailed in Section 10, paragraph M of this policy.

During the briefing, families will be urged to ask about any aspect of housing, relevant or not to this program, in an effort to determine what areas of housing need to be fully explained or emphasized. It is the desire of this Authority that each Family will be properly briefed and sufficiently informed so that the Family can have the maximum opportunity for choice of housing, find a suitable approvable unit, and discuss the requirements of the program with an Owner.

Families will also be assured of the HA's concern in assisting them in their efforts to improve their housing environment and the HA's willingness to offer any additional information which may be helpful. The briefing sessions will be conducted by a Briefing Specialist. Individual briefings may be given to Families who are not able to attend group sessions due to reasonable accommodation requests or other documented emergencies.

B. VOUCHER HOLDER'S PACKET

When a Family attends the briefing, the Family will be given a Voucher holders packet which will include information on the following:

1. The term of the Voucher, and the HA policy on any extensions or suspensions of the term. The packet will also explain how, and under what circumstances, an applicant may be able to request an exception.

2. How the HA determines the housing assistance payment for a family, including information on the payment standard and the HA utility allowance schedule.

3. How the HA determines the maximum rent for an assisted unit;

4. What the family should consider in deciding whether to lease a unit, including:

a. The condition of a unit;

b. Whether the rent is reasonable;

c. The cost of any tenant-paid utilities and whether the unit is energy-efficient;

d. The location of the unit, including proximity to public transportation, centers of employment, schools and shopping;

e. Whether the Security Deposit required is reasonable.

5. Where the family may lease a unit. For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the information packet will include an explanation of how portability works. The family will also receive information concerning any restrictions on where they may lease, including any dwelling unit receiving other housing subsidy as described in 24 CFR Part 982.352(c).

6. The HUD-required "lease addendum" and an explanation that the "lease addendum" is the language that must be included in any lease.

7. The form of request for lease approval, and an explanation of how to request HA approval to lease a unit.

8. A statement of the HA policy on providing information about a family to prospective owners.

9. HA subsidy standards, including when the HA will consider granting exceptions to the standards.

10. The HUD brochure on how to select a unit.

11. The HUD lead-based paint (LBD) brochure (Most current year).

12. Information on federal, State and local fair housing laws, and a copy of the housing discrimination complaint form.

13. A list of landlords or other parties known to the HA who may be willing to lease a unit to the family, or help the family find a unit.

14. Notice that if the family includes a person with disabilities, the family may request a current listing of accessible units known to the HA that may be available and/or other necessary Reasonable Accommodations.

15. Family obligations under the program.

16. The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act.

17. HA informal hearing procedures. This information will describe when the HA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

18. A sample HAP Contract for an owner to review.

19. A summary sheet concerning HQS requirements and, in particular, items most likely to fail an inspection.

20. HA requirements for reporting changes affecting income or family composition.

C. TERM OF VOUCHER -- EXPIRATION OR EXTENSION

The initial term of a voucher will be 120 calendar days. Any request for an extension must come prior to the Voucher expiration date. The Voucher automatically expires at the end of 120 calendar days (or any approved extension date) unless a Request for Tenancy Approval (RFTA) is submitted before the expiration of the original Voucher, or any approved extension. Requesting a lease approval within the time period automatically suspends the timing while the HA reviews the Request. If the unit is subsequently determined to be unacceptable for program use, the HA will provide the applicant with a reasonable amount of additional time to locate an acceptable unit.

After the initial 120-day voucher period, the Senior Housing Program Manager may grant an extension of the voucher for an additional 60 days, for a maximum of up to 180 days if the participant can document one of the following hardship reasons kept them from locating a unit in the initial time period:

- Medical Reasons
- Domestic Violence
- Work Obligations
- Military Obligations
- Other Family Obligations

For those with a disability, requests for additional time beyond 180 days must be forwarded to the 504 Coordinator for approval as a Reasonable Accommodation.

For households that are not eligible for a Reasonable Accommodation and who experience extraordinary circumstances, such as an extensive hospital stay; additional time, if needed, must be approved by the Chief Executive Officer or their designee. This extra time will in general not extend past 210 days.

The following groups will use alternative criteria in granting voucher extensions:

1. **Incoming Portable Participants**

Per HUD portability guidelines, no extensions for incoming portable participants will be granted by KCHA. Participants wishing to extend their portable voucher must contact their initial HA and obtain the following information in writing:

a. Permission to extend the voucher; and

b. The date of the extension; and

c. Confirmation that the notification periods outlined on the HUD-52665 will be extended to accommodate the voucher extension period.

2. **Participants with a Family Unification or Youth Voucher and Disabled Participants with a Supportive Housing Voucher**

   a. This category applies for the following voucher types. For disabled participants without the voucher types listed, see paragraph 3 below.
      i. Family Unification Program (FUP) vouchers as defined in Section 2 of this plan and;
      ii. Youth Vouchers as defined in Section 2 of this plan and;
      iii. Targeted vouchers issued under the Supportive Housing Vouchers category as described in section 5, paragraph E.1.a (HASP and Mainstream) of this plan.

   b. At least once during the initial voucher period KCHA will notify the family prior to voucher expiration to:
      i. Remind them of the voucher expiration date.
      ii. Remind them of the process for requesting an extension and
      iii. Inquire if the family is in need of assistance with their housing search.

   c. After the initial 120-day voucher period, the Section 8 Senior Housing Program Manager may grant an extension of the voucher for an additional 90[34] days. Extensions may be requested verbally or in writing and will be automatically approved as long as the request is made before the initial voucher term expires.

   d. Requests for additional time beyond the 210 (120+90) days must be forwarded to the 504 Coordinator for approval as a Reasonable Accommodation for those with a disability.

For any Family which feels it has experienced discrimination in the search for suitable housing, the HA will assist the Family in reporting such discrimination to the

[34] 90-day extensions required by Notices PIH 2024-30 and 2025-08.

appropriate jurisdiction such as HUD's office of fair housing using Equal Opportunity Complaint Form, HUD-903.

SECTION 7: **VERIFICATION AND DOCUMENTATION OF DATA**

A. GENERAL GUIDELINES

In order to carry out the HA's responsibility to ensure that income information provided is complete and accurate and to verify that eligibility, preference, and rental payment determinations have been made properly, all factors affecting eligibility and tenant payment must be verified. This requirement is a condition of admission to, or continued occupancy of, any assisted housing unit. Failure to provide the required verification within the stated time limits will be considered sufficient grounds for canceling an application or termination of a Family's assistance. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

To facilitate the obtaining of verification of information deemed necessary by the HA, the Head of Household and all other members of the Family over the age of 18 will be required to sign a Release of Information ("Authorization") form at the time of application, selection for housing, and each Annual Recertification. Refusal to sign the "Authorization" form will be sufficient cause to declare an applicant ineligible or terminate the assistance of a participant Family.

In situations where an applicant or participant Family reports income that appears to be less than adequate for the Family's needs, or if the Family appears to be eligible for income that is not reported (i.e., public assistance; unemployment compensation; child support; etc.), the absence of such income must be verified by the family.

The HA may reject any tenant-provided documentation for the following HUD-approved reasons:

1. The document is not an original; or

2. The original document has been altered, mutilated, or is not legible; or

3. The document appears to be a forged document.

The HA will explain to the tenant the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time the tenant is unable to provide acceptable documentation, the HA will submit a traditional third party verification form to the third party source for completion.

B. EFFECTIVE TERM OF VERIFICATIONS

Prior to issuing a voucher, third party income verification must be received and will be considered valid if dated not more than 60 days prior to the date of issuance.

Once verification has been received and a voucher issued, the verification will continue to be considered valid if dated by the third party within 180 days of the date of execution of the contract or the annual recertification date provided there has been no change in the source or amount of income. If the family's source or amount of income changes between the date reported and the date of the contract or annual recertification, verification of the change will be required.[35]

For interim reviews, all factors that have changed since the last review must be reverified and updated. Reverification of factors that have not changed is not required, even if the documentation is more than 180 days old.[36]

However, in any case listed above, if there is reason to believe the verification is no longer valid, updated verification will be required.

C. METHODS OF VERIFICATION

1. **Up-Front Income Verification through a HUD system**
   The verification of income before or during a family reexamination, through a HUD system (i.e., EIV) that systematically and uniformly maintains income information in computerized form for a number of individuals.

2. **Up-Front Income Verification through a Non-HUD system**
   The verification of income before or during a family reexamination, through a Non-HUD system (i.e., Employment Security) that systematically and uniformly maintains income information in computerized form for a number of individuals.

3. **Written Third Party**
   An original or authentic document generated by a third party source dated either within the 180-day period preceding the reexamination or HA request date. Such documents may be in the possession of the tenant (or applicant), and are commonly referred to as tenant-provided documents. Examples include but are not limited to: pay stubs, payroll summary report, and employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or

[35] Approved under MTW 8/18/08
[36] Approved under MTW 8/18/08

printouts, and unemployment monetary benefit notices. Two current and consecutive pay stubs are required when determining income from wages.

4. **Written Third Party Verification Form**
   A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typing). Usually HA's, send the form directly to the third party source by mail, fax, or email.

5. **Third Party Oral**
   Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. Documentation of the contact including the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information should be placed in the tenants file.

6. **Non-Third Party Documentation**
   Tenant Declaration – The tenant submits an affidavit or notarized statement of reported income and/or expenses to the HA. This verification method should be used as a last resort when the HA has been unsuccessful in obtaining information via all other verification techniques. Documentation must be included in the tenant file as to why other forms were not available. This form of verification cannot be used for the convenience of the applicant/participant nor in a situation where an applicant/participant claims to be unable to remember necessary information.

D. ENTERPRISE INCOME VERIFICATION (EIV)

HUD's Enterprise Income Verification (EIV) system will be used when possible to verify tenant income in the following manner:

1. For each **new admission**, the HA is required to print/review the EIV income report within 120 days of the PIC submission to confirm income reported by the family and resolve any income discrepancy (see below) with the family within 60 days of the EIV income report date;

2. For each **interim reexamination** of family income and composition, the HA is required to have the following documentation in the file:

   a. The Individual Control Number (ICN) page when there is no discrepancy in listed income, or

   b. The EIV income report plus appropriate third party documentation when there is a discrepancy in listed income.

3. For each **full recertification** of family income and composition, the HA is required to have the following documentation in the file:

a. **No dispute of EIV information**: EIV income report, current acceptable tenant-provided documentation, and if necessary, traditional third party verification.
b. **Disputed EIV information**: EIV income report, current acceptable tenant-provided documentation, and traditional third party documentation.
c. **Tenant-reported income not verifiable through EIV**: Current tenant-provided documents and traditional third party documentation.

E. DISPUTED, UNREPORTED OR SUBSTANTIAL DIFFERENCES IN INCOME

If the EIV report reveals an income source that was not reported by the tenant or there is a substantial difference between the tenant-provided information and the information obtained using EIV ($200 or more per month or $2400 annually), the HA is required to take the following action:

1. Discuss the income discrepancy with the tenant; and
2. Request the tenant to provide any documentation to confirm or dispute amount; and
3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the HA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the tenant's underpayment of rent; and
5. Make any adjustments retroactively, if applicable.

F. SPECIFIC FORMS OF VERIFICATION

For more specific guidelines on verification requirements for income, assets, family composition, preferences, Social Security numbers, Immigration status etc., (see Exhibit E).

G. EXCEPTIONS TO VERIFICATION PROCEDURES

1. In cases where the most recent income and family composition information supplied by the tenant result in the tenant being responsible for the entire rent amount requested by the landlord, no further income verification will be required.[37] Any subsequent reduction in income resulting in the resumption of a Housing assistance payment, will fall under the normal verification guidelines.

[37] Approved under MTW 10/9/03

SECTION 8: **HOUSING QUALITY STANDARDS AND INSPECTIONS**

A. THE HOUSING QUALITY INSPECTION

The purpose of the Section 8 Voucher Program is to assist a very low-income family in obtaining a decent, safe and sanitary place to live. Thus, the HA will inspect all units prior to initial leasing to determine that the units are safe and sanitary. The HA will utilize HUD Guidebook 7420.10G, the Housing Inspection Manual, 24 CFR Part 982.401, and the MTW agreement as guides in explaining and interpreting Housing Quality Standards. In addition, the HA will be governed by state and local law, and local fire codes concerning identification of units and operation and placement of smoke detectors. The HA will use the HUD Inspection Checklist (Form 52580) or computer generated revision for the actual inspections. Inspections may be conducted in-person or virtually at the discretion of the HA and with the approval of the owner and tenant.

For the SRO Mod Rehabilitation Program, the HA will adhere to the requirements of 24 CFR 882.404 and 982.401. Specifically, a sprinkler system that protects all major spaces (as defined in 24 CFR 882.803 (b) [2]), hard wired smoke detectors, and such other fire and safety improvements as State and local law may require shall be installed in each building.

As the purpose of these inspections is to determine the livability of each unit according to the Housing Quality Standards set by HUD, the HA's inspections will pass judgments only on housing conditions which are visible. Hazards which are within wall systems, or which require testing to detect, are beyond the scope of an HQS inspection. By participating in this inspection, the HA is expressing an opinion only regarding the quality and condition of the matters reported upon and nothing contained in the HA's inspection report shall be considered as a representation by the HA of any fact or as a warranty by it as to quality or condition. The Family and Owner will be required to sign a Lease Addendum acknowledging the purpose and limitations of the HQS inspection.

As part of the MTW program, the HA adopted a change to the inspection guidelines allowing a unit to be acceptable for occupancy if there are no “major” fail items. The HA will conduct reinspections only on units that failed as a result of major failures. A unit will be considered to be eligible to receive a subsidy and the HA will be authorized to execute a HAP contract if there are no outstanding major fail

items[38]. Those owners with units that had only minor fail items will self-certify upon signature of the HAP contract that the repairs will be made. It is expected that repairs to all failed items will be made within 30 days of the original inspection date, or any extension approved by the HA, regardless whether they are major or minor fail items. Specifically, the HA will conduct:

1. Initial Inspections

Initial inspections of units will be performed in response to a Request for Tenancy Approval within 15 days of receipt or when the unit is available. The Owner and participants will be informed, in writing, of the results of the inspection, provided a list of all minor and major HQS violations identified and given a time frame for corrections to be made, if applicable.

2. Recertification Inspections

KCHA has established Annual and Biennial Inspection schedules that consider the type and condition of the unit to ensure compliance with HQS and related HUD and KCHA regulation and policies. Inspections (Annual and Biennial) will be scheduled 60 to 120 days in advance of the next scheduled inspection due date to help ensure units are inspected no less than once every 12 or 24 months as detailed below. Units will be considered in compliance with HQS requirements if the inspection is passed prior to the annual or biennial inspection due date [39]

a. Annual Inspections

Following the initial inspection, Annual inspections will be completed for all (1) Single Family units and (2) units located within developments that do not qualify for the Biennial Inspection schedule outlined in 2(b) below. This Annual inspection cycle will not be tied to the anniversary of the move-in date. The first Annual inspection following the initial inspection will occur no less than 8 months from the initial move-in date and no more than 20 months from the initial move-in date. All subsequent inspections will occur within 12 months of last inspection.[40]

b. Biennial Inspections

Following initial inspection, units located in multi-family developments meeting the following standards will be inspected using a Biennial (at least once every 24 month) cycle:

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[38] Approved under MTW 6/30/03 and revised to include initial inspections 6/25/07
[39] Approved under MTW 10/9/03
[40] Approved under MTW 8/14/06

- The unit is located in a development that meets KCHA's initial inspection rating of average or higher.
- The HA does not have a record of outstanding residential/building code violations for the site and the site does not have a history of repeated residential/building code non-compliance;
- The owner and/or tenant do not have a history of HQS non-compliance that has resulted in the need for rent abatement or termination of program participation;
- The HA does not have a record of substantiated community or tenant complaints regarding the owner/landlord's failure to properly maintain units in accordance with established Housing Quality Standards.

The Biennial inspection cycle will not be tied to the anniversary of the move-in. Rather, units within the development will be divided into to two groups based on the month housed. Units housed in even numbered months will be inspected in even numbered years and those housed during odd numbered months inspected in odd numbered years. Using this schedule, some inspections will be completed within the first 12 months of initial occupancy in order to properly align future inspections with the appropriate biennial inspection schedule. [41]

Developments that fall out of compliance with the standards listed above will be designated as ineligible to have units inspected under the HA's streamlined Biennial inspection process. During this period, all units in the development will revert to the Annual inspection schedule outlined in section 2(a) above.

3. Special Inspections

The HA will perform special inspections at the request of the owner, tenant, or other interested party. Items which violate HQS will be treated in the same manner as described in paragraph A.2 above.

4. Vacate Inspections

As a general rule, the HA does not perform an inspection at the time the family vacates. However, if the owner notifies the HA of possible serious tenant caused damage to the unit, an inspection will be done. The owner will be informed that the

[41] Approved under MTW 1/29/15

inspection is to establish whether the family has violated Section 8 HQS and cannot be used to assist in documenting damage to the unit for the purpose of collecting from the tenant. If serious HQS violations are found, the family may be denied further assistance.

5. Reinspections.

The HA will conduct reinspections only on units that failed as a result of major failures.[42] An extensive list of minor and major fail items will be kept by the HQS Inspection Manager and will be reviewed periodically with the Inspection team for possible revisions (See Exhibit S). This list may be updated without approval by the Board of Directors.

B. CORRECTION OF FAILIED ITEMS

If any "fail" items are discovered, the HA will contact the owner regarding the HQS violations. Once notified, the owner has two options:

1. They may correct all failed items on their own, regardless of who actually caused the damage; or

2. They may make a determination which failed items are caused by the tenant and require the tenant to make the repairs. If this option is chosen, the owner must notify both the Housing Authority and the tenant explaining which items the tenant will be responsible for and when the repairs must be made.

For failed items requiring reinspection, the Housing Authority will give the owner reasonable amount of time to correct the deficiencies. If the violation is considered life threatening, the repairs must be made within no more than 24 hours from notification (Examples include: No hot or cold water, no electricity, major plumbing or natural gas leak, exposed electrical wiring, etc.). All other repairs must be corrected within no more than 30 calendar days (or any HA-approved extension).

If the repairs have not been made by the required date, the HA will determine who is responsible for the repair of each item not corrected. Failure by the owner to correct the "owner" caused fail items within the time frame will result in abatement of the HAP until the corrections are made. Should the abatement continue for 30 days, the owner will be given proper notice for termination of the HAP contract. Failure by the family to correct the "tenant" caused fail items within the time frame allowed will result in termination of assistance. The HA will not hold the owner responsible for a breach of the HQS determined to be caused by the family.

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[42] Approved under MTW 6/30/03 and revised to include initial inspections 6/25/07

C. LEAD BASED PAINT

The Housing Authority has established procedures to eliminate to the extent practicable lead-based paint hazards in housing occupied by families receiving tenant-based assistance. The Lead-based paint procedures apply only to properties with deteriorated paint surface (pealing, chipping, chalking, cracking, or otherwise damaged or separated paint) that were built before 1978 AND are occupied by households with a child under the age of 6 years (or a pregnant household member). (See Exhibit O)

The HA will abide by 24 CFR part 35 for inspection and treatment of affected Lead-based paint surfaces (See Exhibit O). This includes communication with the local health department regarding children with elevated blood lead levels.

D. RECORD KEEPING

A report of every unit inspection and reinspection will be maintained in the family's file and will report on:

1. Any defects or deficiencies in the unit that need correcting to meet HQS; and

2. Other defects or deficiencies observed by the HA inspector (for use if the owner later claims that the defects or deficiencies were caused by the family).

Neither 24 CFR Part 982 nor anything in this Section creates any right of the family, or any party other than HUD or the HA, to require enforcement of the HQS requirements by HUD or the HA, or assert any claim against HUD or the HA, for damages, injunction or other relief, for alleged failure to enforce the HQS.

E. HOUSING QUALITY STANDARD UPGRADES

In association with HUD and through the HA MTW agreement, the following upgrades have been made to the minimum Housing Quality Standards:

1. The drain line attached to the pressure relief valve on all hot water heaters must extend to within at least 6 inches off the floor.

2. All units must have unit numbers located on the unit and visible from the street (per King County Fire Code).

3. Window locks must be permanently attached to the window or window frame. Sticks are no longer a substitute for a locking device.

4. In addition to published requirements, all rooms to be considered a bedroom (unless the room was originally designed and intended for use as a bedroom) must:

    a. have a window in an exterior wall;

    b. have four permanent walls (no curtains or freestanding dividers);

    c. have an entry way which can be closed for privacy (doors preferred but not required);

    d. have an acceptable permanent heat source with the room, except when a heat source, which is completely adequate for both rooms, is adjacent to this room;

    e. be at least seventy (70) square feet (per WSC);

    f. not be used for any other purpose other than sleeping (i.e. laundry room, bathroom, etc.).

5. In addition to published requirements, all rooms to be considered a living/sleeping room, must:

    a. have a window in an exterior wall;

    b. have at least three permanent walls;

    c. have an acceptable permanent heat source with the room, except when a heat source, which is completely adequate for both rooms, is adjacent to this room;

    d. not be one of the following rooms: kitchen, bathroom, living room, dining room, or garage/attached shed;

    e. be limited to only one per unit.

6. All owners wishing to rent a mother-in-law apartment on the program must provide the HA with acceptable building permits from the city or county in which the unit is located in order to be considered for the program. Mother-in-law apartments are defined as those units originally designed as a single family dwelling unit where an additional, self-contained unit has been added on or remodeled from within the unit to make two or more separate dwellings.

7. Units rented under the Section 8 program must be for the exclusive use of the members of the family listed on the lease and their belongings. Use of any portion of the unit for storage or other use by someone other than the family is

prohibited. Detached units such as a shed or garage are exempt from this rule if the family does not have access to the unit and will not be responsible for any utility cost associated with the detached unit.

8. Per state law RCW 19.27.530 all owners of non-owner occupied dwelling units will be required to install and maintain carbon monoxide alarms outside each sleeping area with at least one on each level of the residence. Installation must be in accordance with code and manufacturer's instructions.

F. INFESTATION

When there is evidence of infestation, but it is not possible to determine the extent of infestation, the property must be inspected by a qualified extermination firm and, if necessary, treated for the infestation.

G. HQS MONITORING INSPECTIONS

To promote consistency in inspections, a supervisor (or designee) will randomly reinspect a sampling of the HQS inspections. The minimum number of files and/or inspections checked shall be checked using the following formula: For HQS inspections and HQS enforcement – 30 files for the first 2000 units under contract plus 1 for each additional 200. If any "fail" items are discovered at these monitoring inspections, the following will occur:[43]

1. The owner and tenant will be contacted by mail to ensure that the corrections are made. Items which violate HQS will be treated in the same manner as described in paragraph A.2 of this section.

2. The inspections will be regularly analyzed to determine if any patterns of errors occur. Information derived from this analysis will then be used in the HA's on-going HQS Training Program.

In addition, the HA will monitor at least an additional 5% of the units that qualified for self-certification as a result of minor fail items. If, as a result of the monitoring inspection, it is found that the items have not been repaired and it is determined that the owner intentionally misrepresented the correction of these items, self-certification will no longer be an option for this owner. Depending on the severity of the misrepresentation, the HA reserves the right to implement other sanctions against the owner, including abatement or termination of the Housing Assistance Payments.

[43] Approved under MTW 10/9/03

H. HQS PILOT PROGRAM

As part of its MTW program, the HA may develop and implement one or more HQS pilot programs that allow testing of potential modifications to inspection protocols on a limited basis. Such pilot programs are intended to allow further analysis regarding how a proposed change might impact (both positively and negatively) program operations – leading to informed decisions regarding the potential to implement changes program-wide. Any pilot program will be documented and approved by the Executive Director (or his designee) prior to implementation. Documentation will include:

1. The specific changes to HQS protocols the pilot will examine.
2. Plan for implementation, <u>including but not limited to:</u>
    a. Timelines for the pilot, including how long it is expected to run, when data points will be collected (reporting frequency) and when a final determination regarding whether the pilot is successful will be completed.
    b. Size and scope of the units included. How will the HA determine whether a unit and/or landlord qualifies to participate in the pilot program?
    c. Anticipated outcomes and how will they be measured to determine success or failure. For example: What data points will be analyzed to determine the effects, both positive and negative of the pilot? How will success of the program be defined?
3. If modification of a pilot plan becomes necessary, the change and the reasons for it must be documented and approved by the Executive Director (or designee).

A change which has been piloted and which has been deemed successful such that the HA wishes to make it a permanent change will be documented in the Administrative Plan.

SECTION 9: LEASING AND RENT CALCULATION

A. OWNER RESPONSIBILITY FOR TENANT SCREENING

At or before HA approval to lease a unit, the HA will:

1. Inform the owner that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's responsibility. The Owner will be encouraged to consider the family's background with respect to such factors as:

    a. Payment of rent and utilities;

    b. Caring for a unit and premises;

    c. Respecting the rights of others;

    d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and

    e. Compliance with other essential conditions of tenancy.

2. Supply the owner with the following information regarding the family:

    a. The family's current address (as shown in the HA records); and

    b. The name, address and telephone number (if known to the HA) of the landlord at the family's current and prior address.

    c. State what, if any money is owed to the HA by the tenant for damages to a prior unit.

    d. Offer to assist an owner in screening tenants by providing sample screening forms.

B. THE HOUSING PROCESS

The Request for Tenancy Approval

1. When a Family has found a unit it wants and the Owner is willing to lease, the Family will submit to the Authority a Request for Tenancy Approval signed by the Owner and the family. The family may only submit one Request at a time and this submission must be denied before the family may submit another Request.

2. If the Request for Tenancy Approval is for a unit that is owned by the HA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the HA), approval can only be granted if:

   a. The family has been informed by the HA, both orally and in writing, that the family has the right to select any eligible dwelling unit and that they clearly understand that it is prohibited for the HA to influence or restrict their housing choice in any matter;

   b. The unit is not ineligible housing (such as receiving other forms of subsidized housing);

   c. The unit has been inspected by a qualified inspector and qualifies to receive a subsidy.[44]

Criteria for Reviewing and Approving a Request For Tenancy Approval

1. **Review of Tenant's Legal Capacity to Enter Lease**

   When reviewing a Request for Tenancy Approval, the HA will ensure that the tenant has the legal capacity to enter into a lease under state or local law.

2. **Review of Prohibition Against Other Housing Assistance**

   In reviewing a Request for Tenancy Approval, the HA will ensure that the tenant is not receiving the benefit of tenant-based assistance while also receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

   a. Public or Indian housing assistance;
   b. Other Section 8 assistance (including other tenant-based assistance);
   c. Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
   d. Section 101 rent supplements;
   e. Section 236 rental assistance payments;
   f. Tenant-based assistance under the HOME program;
   g. Rental assistance payments under Section 521 of the Housing Act of 1949 (a Farmers Home Administration program);

[44] Approved under MTW 6/25/07

h. Any local or State rent subsidy or any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, "housing subsidy" does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

3. **Review to Determine Unit Eligibility**

In reviewing the RFTA, the HA will ensure that the unit is not one of the following ineligible categories:

a. A public housing or Indian housing unit;

b. A unit receiving project-based assistance under Section 8 of the 1937 Act (42 U.S.C. 1437f);

c. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;

d. College or other school dormitories;

e. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

i. A VASH voucher holder choosing to rent a unit on the grounds of a Veteran's Administration (VA) facility is permitted.

f. A unit occupied by its owner or by a person with any interest in the dwelling unit. (However, assistance may be provided for a family residing in a cooperative. Assistance may also be provided to the owner of a manufactured home leasing a manufactured home space. In the case of shared housing, an owner unrelated to the assisted family may reside in the unit, but assistance may not be paid on behalf of the resident owner.); and

g. Units owned by the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. For additional provisions of HA disapproval of an owner, see 24 CFR section 982.306.

4. **Review amount of rent required**

a. In general, the rent is determined between the owner and the family, however, the HA may assist the family in negotiating the final rent amount. The following two criteria will be used in reviewing the rent:

i. Review for Rent Reasonableness

The HA will not approve an initial lease or a rent increase without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- before any increase in the rent to owner;
- if the HA determines that the rents in a particular submarket have decreased significantly;[45] or
- if directed by HUD; or
- based on a need identified by the KCHA auditing system; or
- at any other time deemed necessary by the HA.

Owners requesting an increase in rent must notify the HA in writing at least 60 days before the increase is scheduled to go into effect.

In making a rent reasonable determination, the HA will consider such factors as location, quality, size, unit type, age of unit, and any amenities, housing services, maintenance, or utilities provided by the owner. In any determination about the reasonableness of the rent for a particular unit, the HA will review and consider the following sources of information:

- The amount of rent for an owners last three similar unsubsidized rentals.
- Data supplied through a qualified source specializing in rental market trends and cost analysis (such as GoSection8). The rent reasonable form will include the basic features of the unit being processed as well as information on three to five similar units from the database. KCHA staff will certify this information.
- Data from other sources of rental information as needed. Examples of this include: Apartment Insights and Craigslist.
- In addition to the above, any owner unsatisfied with the rent determination may supply the HA with their own rent comparable documentation. The HA will consider this information along with all other data gathered in their rent determination, however, the decision on the final amount remains at the sole discretion of the HA. (See Section 13)
- Documentation will be maintained to verify why a unit rent was approved or disapproved.

[45] Approved under MTW 8/30/04

ii. Review of Tenant Rent Portion

After reviewing the rent for reasonableness, the HA must ensure that the tenant's portion is no less than 30.7% of adjusted monthly income (AMI) for EASY Rent households[46] and falls within the correct income band for WIN Rent households. If a family chooses to rent a unit where the Gross Rent (GR) exceeds the Payment Standard (PS), the family will pay the difference between the GR and the PS in addition to their required percentage of income. However, this amount will be limited at the time of initial housing in any new unit to no more than 40% of Gross Monthly Income (GMI).[47] For families that include a person with disabilities whose tenant rent portion exceeds 40% of GMI, the HA may choose to exceed the payment standard as a reasonable accommodation (See Section 9.III.C.2.).

5. **Review of Owner Security Deposit Amount**

The amount of the Owner-requested Security Deposit is a determination of private market rental practices. The HA will not determine the Security Deposit for an owner nor will the HA determine whether the Security Deposit is reasonable. If any Section 8 participant feels they have been discriminated against with regards to the Security Deposit, they may contact the HA for assistance.

The owner will be informed that under State and local law, they are eligible to collect a Security Deposit from the tenant and that the amount collected cannot be in excess of amounts charged to other unassisted units. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek reimbursement from the tenant.

6. **Review of Possible Conflict of Interest**

Neither the HA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the Section 8 Voucher program which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

a. Any present or former member or officer of the HA (except a resident/participant commissioner);

b. Any employee of the HA, or any contractor, subcontractor or agent of the HA who formulates policy or who influences decisions with respect to the programs

[46] Approved under MTW 11/1/10
[47] Approved under MTW 2/15/05

c. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or

d. Any member of the Congress of the United States.

Any member of the above classes must disclose their interest or prospective interest to the HA.

Under the Housing Authority Law of the State of Washington, RCW 35.82, a transaction by an employee with the housing authority involving the employee's own property is also prohibited.

C. CALCULATION OF TENANT RENT AND UTILITY ALLOWANCE

Determination of Total Tenant Payment
Calculation of each household's Total Tenant Payment and Tenant Rent will vary depending upon whether the family qualifies as an EASY Rent household or a WIN Rent household. Information regarding the calculation of Total Tenant Payment and Tenant Rent under the EASY Rent and WIN Rent programs is outlined below and further detailed throughout this Plan.

1. **Fixed Income Households – Easy Rent Program:** [48]
   a. The **total tenant payment (TTP) is equal to 30.7%** of adjusted monthly income (as defined in Section 2).
      i. Easy Rent Households with medical and/or handicapped assistance expenses of $2,500 or more may be eligible to receive a Medical Deduction as defined in this Plan. (See Section 2 and Exhibit C for additional information.)

   b. A household's monthly **Tenant Rent** is equal to the calculated TTP, less the assigned Energy Assistance Supplement established by the Housing Authority for the assigned unit plus the net amount by which the GR exceeds the PS (if any) subject to any Minimum Rent (as defined).
      i. Energy Assistance Supplement tables approved by KCHA are listed in Exhibit I of this Plan

   c. **Minimum Rent:** When the TTP calculated for a household is **less than** the Energy Assistance Supplement (EAS), the family will be provided with an Energy Reimbursement (or Credit Rent) for the difference between the EAS and calculated TTP. However, the household may remain at the resulting Credit Rent for a limited period of six (6) months. After this six (6) month period, if the family's calculated TTP remains below the established EAS, the Tenant Rent will be adjusted to the established Minimum Rent of $0 and the

[48] Approved under MTW 11/1/10

credit rent will be removed. Adjustment to the minimum rent does not constitute an interim review and therefore income and family composition verification requirements do not apply.

d. **Hardship Review:** A family may be eligible to apply for additional relief from the $0 minimum rent under the established Hardship Policy (see below).

e. **Recertification and Cost of Living Adjustment (COLA):** EASY Rent Households will be required to undergo a recertification at least once every three (3) years. In intervening years, income and rent will be automatically adjusted to reflect (COLA) increases applied to Social Security and SSI income received by the household.

2. **WIN Rent Program Policies**[49]

A household who does not qualify as an Easy Rent Household will be placed under KCHA's WIN Rent program. Typically, WIN Rent Households include at least one adult (over age 18) family member who is currently working or considered "work-able". The WIN Rent program provides residents who are employed or able to work the opportunity to increase income without an immediate impact on the monthly rent paid by the household.

a. A household's **Total Tenant Payment (TTP) is calculated to "Income Bands" established by KCHA and listed in EXHIBIT Z** The TTP for each WIN Rent households is equal to the Gross Rent Amount associated with the Income Band within which the household's Adjusted Gross Income falls.

   i. WIN Rent Households with out-of-pocket child care expenses (as defined) totaling $2,500 or more may be eligible to receive a Childcare Deduction. (See Section 2 and Exhibit C for additional information.)

   ii. WIN Rent Households are not eligible for a Medical Deduction unless one is granted following the family's request for a Hardship Review as a result of documented extraordinary cost of living expenses. (See paragraph 9.III.A.3 below for additional information.)

b. A household's monthly **Tenant Rent** is equal to the calculated TTP, less the assigned Energy Assistance Supplement established by the Housing Authority for the assigned unit plus the net amount by which the GR exceeds the PS (if any) subject to any Minimum Rent (as defined).

   i. Energy Assistance Supplement tables approved by KCHA are listed in **Exhibit I** of this Plan

[49] Approved under MTW 11/1/10

c. **Minimum Rent:** When the TTP calculated for a household is **less than** the EAS, the family will be provided with an Energy Reimbursement for the difference between the EAS and calculated TTP. However, the household may remain at the resulting Credit Rent for a limited period of six (6) months. After this six (6) month period, if the family's calculated TTP remains below the established utility allowance, the Tenant Rent will be adjusted to the established Minimum Rent of $25 and the credit rent will be removed. Adjustment to the minimum rent does not constitute an interim review and therefore income and family composition verification requirements do not apply.

d. **Hardship Review**: A family may request and be determined eligible for relief from the calculated Tenant Rent when documentation shows the family meets the criteria outlined under KCHA's established Hardship policy. (see Section 9.III.A.3 below).

e. **Recertifications and Cost of Living Adjustment (COLA) :** WIN Rent Households will be required to undergo a recertification once every two (2) years.

   i. Rent **will not** be adjusted to reflect (COLA) increases in the intervening years.

3. **Implementation of Changes to TTP Calculation**
When the HA revises its TTP calculation policies, they will be applied consistent with Board approval and as administratively feasible. Prior to implementation the HA will provide clear written documentation outlining the timeline related to the changes.

4. **Hardship Policy:**[50]

Households notified of a rent increase will be informed, in writing, of their ability to seek a waiver based on financial hardship through the Housing Authority's established **Hardship Policy**. The policy is designed to allow KCHA flexibility to address unique, unforeseeable circumstances that may occur and to protect families in crisis. In order to receive a hardship rent, the household must apply for all benefits for which it may be eligible. Zero income Household will be required to report income changes on a quarterly basis, until income is restored to the household.

a. **Hardship Criteria.** The following categories for Hardship will apply to all program participants under KCHA's EASY Rent and WIN Rent programs:

b. **Extraordinary Cost of Living**: A household may apply for a hardship review when they experience an extraordinary cost of living that exceeds 50% of the

[50] Approved under MTW 11/1/10

household's monthly income. Examples of when a family might meet this criterion include:

- Any household whose combined **gross rent** plus monthly out-of-pocket medical or childcare expenses exceeds 50% of household monthly income. Gross Rent is defined as actual monthly rent paid (excluding amounts above the applicable Payment Standard) plus the assigned energy assistance supplement, or, minimum rent (if applicable). Only unreimbursed medical expenses incurred for the care of an elderly and/or disabled household member will be considered in determining extraordinary costs. Childcare expenses will only be allowed when the expense meets eligibility thresholds for all other WIN Rent households as defined by the Housing Authority and when the amount is not reimbursed from another source.

c. **Waiver of $25 Minimum Rent / Extension of Energy Assistance Reimbursement beyond six (6) months**: A household may apply for an extension of its energy assistance reimbursement (credit rent) beyond the initial six month cap. To be eligible for hardship relief, the household would need to demonstrate that: (1) the loss of additional energy assistance would put the household at risk of losing their housing; (2) their continued lack of income has not been through the fault of the household, and (3) the household has applied for, but been unsuccessful in connecting to available financial resources for which they might be eligible.
   - Exception: Residents with exempt or excluded income and those who have been denied assistance (TANF, etc.) due to non-compliance with program requirements would not be considered to have a hardship meeting this category.

d. **Additional Interim Review**: A WIN Rent household that has previously requested the maximum number of interim reviews to decrease their rent, but experiences an additional unforeseen decrease in income may request a hardship review. To be eligible for relief (1) the family's decrease in income could not have been due to the action or inaction of a member of the household; and (2) if the interim review was not applied, the family's shelter burden would exceed 50% of monthly income. No hardship will be granted if KCHA determines the family could (but is not) accessing an available alternate income source.

e. **Deduction for Medical or Childcare Expenses above the $10,000 Cap**: A household eligible to receive a reduction from gross income for medical or childcare related expenses may request a hardship review to request a reduction of gross income above the $10,000 cap. In order to be eligible for relief under this criterion, the family must document that (1) the claimed expense is not reimbursable from an outside source; and (2) annualized costs for rent and out-of-pocket medical and/or childcare expenses would exceed

50% of gross income. In the case of childcare expenses, the amount of childcare assistance paid is reasonable in relation to amounts charged for similar care available in close proximity to the household's current childcare provider.

f. **Mandatory Reductions to Fixed Income in excess of $500:** Households who experience a reduction in a "fixed" source of income (GAU, Disability Lifeline, SSI, Social Security, TANF, and Government of Private Pensions) may be eligible for a reduction in rent when KCHA determines the loss of income was out of the control of the recipient. In such cases, KCHA will:

- Conduct an interim review for reduction to a fixed income source in an amount greater than $500 per year. (Rather than the standard $2,000 threshold required under KCHA's Interim Review policy.)

- Coordinate with state and/or federal agencies as soon as possible to document the income changes and streamline the interim review process using its existing tenant database to recalculate rent "in mass" in order to limit the impact upon the participating household. Under such circumstances, a modified interim review policy will be utilized to allow the HA to adjust rent based ONLY upon the revised income reported by the state and/or federal agency. Additional income and deduction amounts for the household will be carried over from the previous Recertification completed for the household. Any errors in rent resulting from use of data supplied directly from the state and/or federal agency will be considered caused by HA action and will corrected as outlined in Section 10 of this plan.

g. **Hardship Committee:** A KCHA appointed Hardship Committee will be responsible for review of all Hardship Requests. The Committee shall be comprised of KCHA staff, including the Director of Housing Initiatives, the Senior Programs Manager, and an additional Resident Services Department staff person. Once a hardship review request has been submitted, the Committee will examine each family's circumstances on a case-by-case basis. The Committee has a choice of remedies it can recommend (including permanent, family-specific rent caps) as deemed appropriate, to reduce a qualifying household's rent burden.

h. **Remedies Available under the Hardship Policy:** The Hardship Committee has a number of determinations that can be made under the policy including:

- No hardship exists;
- Rent should be set at a permanent, family specific cap;
- The energy assistance reimbursement (credit rent) should be extended for a specific period of time;

- The rent increase should be phased in over a specific period of time;
- Approval of an additional interim review for a family that has previously exhausted the established limit of 2 interim reviews per every 2-year cycle for WIN Rent households. In order to be considered for relief, the household must first meet the criteria for an interim review established above.
- Approval of a Medical or Childcare Expense reduction from gross income in an amount above the $10,000 maximum. Relief may be granted for a specific period of time, or indefinitely, as determined by the Committee. However, no relief will be granted without documentation of extraordinary circumstances beyond the control of the household.
- Authorize completion of an interim rent recalculation for reductions in income below established thresholds. (NOTE: Available only to households affected by a reduction in a "fixed" source of income through no fault of their own.)
- Appropriate combination of above listed options.

i. **Appeals:** Families, who disagree with the recommendation of the Hardship Committee and/or final approval of the Director of Housing Management or Director of Resident Services, as applicable, may appeal the determination through the Housing Authority's existing Informal Hearing process.

D. DETERMINATION OF THE ENERGY ASSISTANCE SUPPLEMENT[51]

1. Energy Assistance Supplement Tables

a. The Housing Authority has established an Energy Assistance Supplement (EAS) table based upon regional average consumption and are designed to project the energy needs of a reasonably energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. EAS amounts do not include allocations for telephone, internet or cable services and are intended only to supplement a household's actual energy costs. As such, the supplement may not cover the entire energy costs of a household that does not follow conservative energy use guidelines.

b. Energy Assistance Supplements will be adjusted annually using the CPI Household Energy Cost factor for the region. KCHA will review historical data available regarding energy consumption at least every 5 years to determine whether

[51] Approved under MTW 11/1/10

regional changes in energy consumption have occurred.

i. Where KCHA can reasonably determine that the structure type or construction of KCHA owned or controlled developments would produce consumption below the established amounts, adjustments to the approved Energy Assistance Supplements (to reflect lower energy usage at individual sites) will be implemented as appropriate.

ii. EAS revisions will be effective at each family's next interim, update or full recertification.

2. **Applying the EAS**

a. The HA will review the Request for Tenancy Approval to determine the amount of EAS, if any, for tenant-paid utilities (where all utilities are included therein, there will be no utility allowance). The EAS will be taken from the HA's Energy Assistance schedule for the Section 8 Housing Voucher Program (See Exhibit I). In calculating the EAS amount, the lesser of the unit size or the size listed on the voucher will be used.

b. In order to receive the allowance for Water/Sewer/Trash the family must be responsible for at least two out of the three utility bills.

c. In addition, on request from a family that includes a person with a disability, the HA may approve an EAS which is higher than the applicable amount on the Energy Assistance schedule, if a higher EAS is needed as a reasonable accommodation. This increased amount will be determined by taking the families most recent three month average of actual utility bill amounts rather than the HA EAS. In no case will the EAS be less than that on the approved HA schedule.

d. Generally, utilities must be separately metered within each unit and separately billed to the tenant by the utility company if the owner wishes to make the tenants individually responsible for the utility cost. However, current market trends now have more and more apartment complexes charging for utilities where there is not a separate meter or individual bill. In order to not unduly restrict housing choice for voucher holder, the Housing Authority will allow an owner to bill a tenant separately for each utility as long as it is clearly stated in the lease that the utility will be the responsibility of the tenant.

i. The above exception does not apply to electricity, gas, oil, or bottled gas or in the case of mother-in-law apartments. Separate meters or bills from the utility company will be required in these cases.

E. PAYMENT STANDARD

1. Regional Payment Standards

Using Moving to Work authority, the HA has the flexibility to set multiple Payment Standards throughout the county to accommodate varying market conditions.[52] Once formally adopted, the Payment Standard schedules (Exhibit D) will remain in effect until such time as a revision is determined to be necessary.

The HA will use various local market factors, such as vacancy rates and the length of time it takes a household to find housing, when analyzing affordability adjustments. Specifically, an analysis of the following factors, as a minimum, will be considered:

- Rent burden paid by current Voucher holders;
- Rent burden relative to the availability of units by bedroom size;
- Average gross rents paid by current Voucher holders;
- The current HUD approved Fair Market Rents;
- Rent reasonableness data;
- Local vacancy rate data;
- Lease-up and shopping success rates of current voucher holders;
- Location of current Section 8 rentals.

2. Payment Standard Implementation

a. When the HA revises its Payment Standard, the new schedule will be applied immediately to all new tenants. For existing tenants the effective date of the new schedule will depend upon whether an update, full recertification, interim or other certification is already underway and in-process prior to approval of the revised schedule. The HA will not revise certifications that have been completed or are in-process prior to approval of revised Payment Standard. In such cases the revised schedule will be applied at the next following interim, update, full certification or family move. For all other existing tenants the new schedule will become effective at the first interim, update, full certification or family move following the effective date of the new schedule.
   i. The HA will provide clear documentation to outline the implementation timeline related to changes in its Payment Standard Schedule.

b. The HA may at its discretion, automatically process interims to apply the revised Payment Standard to all households whose rent exceeds 50% of household income in order to reduce rent burdens of those experiencing financial hardship. This

[52] Approved under MTW 10/8/07

insures that even tenants without the means to contact the HA for a hardship receive the benefit of the updated Payment Standards in a timely manner. The determination of whether to process such interims will be based upon a review of available HA resources, the scope of the Payment Standard changes and anticipated number of households that would be affected.

3. Exception Payment Standards as a Reasonable Accommodation

The HA may provide an exception Payment Standard as a reasonable accommodation for a person with disabilities when the following circumstances are demonstrated:

a. The family needs a unit to accommodate a family member with a disability which has specific features or meets a disability-related need; and

b. The family is unable to find a unit with those features or that otherwise meets the disability-related need within the established payment standard; and

c. The family identifies a particular unit that meets their disability-related need; and

d. The family would otherwise exceed the maximum percentage of gross monthly income established above under Review of Tenant Rent Portion; and

e. The rent for the unit is rent reasonable.; and

f. The owner of the unit is not related to the participant by blood, marriage, or adoption. [53]

See Exhibit G for additional information regarding Reasonable Accommodations.

F. NONCITIZEN STATUS

1. Families with all eligible family members (i.e., U.S. citizens, eligible noncitizens) will receive full assistance based on EASY or WIN Rent subsidy calculation.

2. Families whose members include those with citizenship or eligible immigration status and those without (mixed families) must prorate their assistance in the following manner:

    a. Assistance Payment X # of eligible family members/ total family members.

    b. The provisions of prorated assistance do not apply to any person who is determined to be a noncitizen student or the family of a noncitizen student, described below.

[53] Approved under MTW 3/12/07

c. Family of a Noncitizen Student: The prohibition of assistance also extends to the noncitizen spouse of the noncitizen student and minor children of any noncitizen student if the spouse or children are accompanying the student or following to join such student. The prohibition does not extend to the citizen spouse of the noncitizen student and the children of the citizen spouse and noncitizen student.

G. EXECUTION OF DWELLING LEASE AND HOUSING CONTRACT

The Dwelling Lease

1. Owners must use a copy of their own lease in conjunction with the HUD approved lease addendum. The lease must contain, at a minimum, the following information:

   a. Names of the owner and tenant

   b. The address of the rental unit

   c. The term of the lease

   d. The amount of monthly rent to the owner

   e. The utilities and appliances to be furnished by the owner

The owner will be informed that the HA does not review their lease for compliance with State and local law, but that the owners are certifying to such compliance when they sign the HAP contract. The owner will also be informed that if there is a conflict between the owner's lease and the lease addendum, the provisions of the lease addendum will prevail.

Lease Approval

The Housing Authority must not give approval for a family to lease a dwelling unit, or execute a HAP contract, until the HA has determined that all the following program requirements are met:

1. The unit is eligible;

2. The unit has been inspected by the HA and qualifies to receive a subsidy;

3. The lease and/or lease addendum is approvable;

4. The rent to owner is reasonable and, for an initial lease, the participants rent falls within the federal guidelines;

5. The Owner (defined as a principal or other interested party) has not been debarred, suspended, or subject to limited denial of participation from the Section 8 program (See Section 12. B.)

Once the above has been met, the HA will notify the owner and the Family of the unit and lease approval. The Tenant and Owner must then execute the lease with a final, signed copy being sent to the HA. The HA then has up to 60 days from the beginning of the lease term to execute a HAP contract

The HA may not pay any housing assistance payment to the owner until the HAP contract has been executed, however, payments will cover back to the date of lease execution (provided the 60 day limit has not been exceeded). Any HAP contract executed after the 60 day period is void, and the HA may not pay any housing assistance payment to the owner.

The Request for Tenancy Approval, the approved lease, inspection report(s), the certification that the rent is reasonable and not in excess of rents currently being charged by the Owner for comparable unassisted units and the executed Contract will all be retained in the Authority's files.

Review of the Housing Assistance Payments Contract

The Housing Assistance Payments Contract (HAP contract) is a contract between the HA and an owner. In the HAP contract, the owner agrees to lease a specified dwelling unit to a specified eligible family, and the HA agrees to make monthly housing assistance payments to the owner for the family. The HAP contract will be in the form required by HUD and the term is the same as the term of the lease (except in the case of Youth Vouchers or similar funding in which the term of the contract is limited per federal regulations).

The amount of monthly housing assistance is determined by the HA in accordance with HUD regulations and other requirements and is credited toward the monthly rent to the owner under the family's lease. The total of rent paid by the tenant plus the HA payment to the owner may not be more than the rent to the owner. Any excess payment must be immediately returned to the HA.

In the Voucher program, the Contract Rent for the unit is a matter determined solely between the family and the Owner, however, it must be reasonable for the area. The HA determines the amount of subsidy a family will receive but does not limit the rent charged by the Owner. However, the rent may not be increased during the initial term of the lease.

The owner may not demand or accept any rent payment from the tenant in excess of the amount determined by the HA and must immediately return any excess rent payment to the tenant. The family is not responsible for payment of the portion of rent to be covered by the HA.

The owner will be responsible for performing all of their obligations under the HAP contract and lease.

When Housing Assistance is Paid

While the family is residing in the unit, Housing assistance payments are paid to the owner in accordance with the terms of the HAP contract and may only be paid to the owner (unless otherwise directed by the owner in writing or a by court of law) during the lease term. Housing assistance payments will terminate if:

1. The lease terminates;
2. The HAP contract terminates; or
3. The HA terminates assistance for the family.

If the family moves out of the unit, the HA may not make any housing assistance payment to the owner for any month after the month the family moves out. The owner may keep the housing assistance payment for the month in which the family moved out of the unit regardless of the date of eviction, abandonment, or voluntary move-out. In the case of abandonment by the tenant, the HA will pay through the end of the month in which it can be reasonably determined that the unit was vacated. The only case the HA would not pay through the end of the month is when both the tenant and the owner mutually agree to terminate the lease on a date other than the end of the month.

If an owner sells their property and a change of ownership occurs, the HA must receive a written request from the owner who originally executed the HAP contract in order to make changes regarding who is to receive the HA assistance payment. In addition, the HA requires a written request from the new owner along with the following documents:

1. Deed of Trust showing transfer of title; and
2. Tax identification number or Social Security number.

New owners will be required to execute IRS form W-9. The HA may withhold the rent until the taxpayer identification number is received.

Accounting of Payments to Owners

Payments to Owners are handled by the HA's Accounting Department. The HA's tenant accounting computer system is used and checked by the Fiscal Officer prior to payment. The integrity of the payment system will be maintained by generally accepted internal audit procedures in addition to the division of accounting functions and any necessary adjustments as required under the circumstances.

H. SPECIAL HOUSING TYPES

1. GROUP HOME

Group Homes (GH's) are Homes designed to provide housing and supportive services for two to twelve persons for projects serving households with special needs and/or with disabilities. Generally, residents share the common areas (i.e. living room, kitchen, bathroom). In order to qualify as a GH, the home must be state approved in advance.

Applicants with a Tenant-based voucher seeking assistance in GH's must be determined eligible under the same guidelines used to qualify other Section 8 applicants (i.e., meeting the definition of a family; income eligibility limits, etc.) and will only be allowed as a reasonable accommodation for a family with disabilities and for those participants with a VASH voucher.

Following is a summary of HA procedures regarding the use of GH's for Tenant-based Section 8 Voucher holders:

a. Contract Rent

i. For Housing Vouchers, the dollar amount of the Payment Standard for the entire Home is divided by the total number of potential occupants (excluding a Resident Assistant).

ii. Rent reasonableness must be considered as well and is determined for the entire unit -- not individual bedrooms.

iii. The Contract Rent is the maximum rent the owner can receive for the GH. A higher amount cannot be received, for example, by charging unassisted occupants more than the assisted ones.

iv. The owner is eligible for an adjustment in the contract rent once a year. As more than one assisted tenant (and, thus, more than one HAP contract) may be living in the home, the owner's anniversary date will be that of the first tenant housed.

b. Tenant Rent

i. In order to determine the gross rent for each assisted tenant residing in the GH, the gross rent for the entire home is divided evenly among the occupants (both assisted and unassisted).

- One Resident Assistant living in the home may be excluded from this calculation when determining the total number of occupants.
- For purposes of this program, it will be the responsibility of the owner to inform the HA of the total number of potential occupants that will be living there. It will be this number that is used to calculate each occupant's share of the gross rent -- whether or not that potential total number is always present in the unit. Vacancies are the owner's

responsibility to fill and will not result in an interim review to revise remaining tenant rents.

ii. Tenant Rent is computed as for other program participants. However, the rent is based on the individuals' appropriate share of contract rent.

iii. If the owner does not pay for all of the utilities, the appropriate EAS for the house will be determined based on the Section 8 Energy Assistance Schedule. To determine the assisted tenant's EAS, divide the total EAS by the potential number of occupants of the house, excluding the Resident Assistant, if any.

c. HAP Payment

The assistance amount is the difference between the Payment Standard and the tenants' portion of the rent.

d. Security Deposit

The owner may collect a security deposit from the tenant. The deposit must not exceed the amount charged by the owner to other unassisted tenants. When a tenant moves from the unit, the owner, subject to State and local law, may use the deposit, including any interest, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. If the deposit is not sufficient to cover amount the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

e. Dwelling Lease

i. Each assisted tenant is required to sign a separate lease with the owner.

ii. The Agreement of Supportive Services must be attached to the lease (and noted on the lease as an Exhibit).

f. HAP Contract

A separate HAP Contract is required for each assisted tenant.

g. State Approval of GH

i. Prior to execution of a HAP Contract, a GH must provide proof of being licensed, certified or otherwise approved by the State.

ii. The state approval shall be reexamined periodically based on a schedule established by the State.

h. Modifications to Normal HQS Requirements - HA Determination

i. A GH must contain a living room, dining area, kitchen, and minimum of one bathroom for every four persons, one sleeping room of appropriate size for every two persons, and other appropriate social or recreational community space.

ii. A cooking stove or range and a refrigerator(s) of appropriate size in sufficient quantity for the number of occupants shall be present. The stove and refrigerator must be included with the unit and may not be provided by the tenant(s).

iii. A GH that accommodates physically disabled occupants with wheelchairs or other special equipment shall provide access to all sanitary facilities and shall provide, as appropriate, basins and toilets of appropriate height, grab bars to toilets, showers and/or tubs; shower seats; and adequate space for movement. The unit shall be free of architectural barriers which impede access or use, and handrails and ramps shall be provided, as appropriate.

iv. An emergency exit plan shall be developed and explained to the occupants. Regular fire inspections shall be conducted by appropriate local officials. First aid supplies and fire extinguishers shall be readily accessible throughout the GH. Smoke and carbon monoxide detectors shall be provided and emergency phone numbers shall be available at each phone and provided to each occupant. All emergency and safety procedures shall meet applicable State and local standards.

v. The GH shall be located in a residential setting similar in size and appearance to housing generally found in the neighborhood. The unit shall be within walking distance or accessible via transportation to medical and other appropriate commercial and community service facilities.

vi. In determining whether a GH resembles housing in the neighborhood, consideration shall be given as to whether the GH is residential in appearance, the number of people housed, or its method of providing services.

vii. Whether the group living arrangement is acceptable and, with the assistance from the Service Agency, whether the supportive services will assist the tenant in advancing to a greater level of living is considered Tenant Preference for HQS purposes.

i. HQS Inspection Form

The HUD Section 8 Inspection Checklist (HUD 52580) shall be used along with the "Attachment C for GH's"

j. Required Items for Each Tenant at Move-In

i. Dwelling Lease
ii. HAP Contract/Housing Voucher Contract
iii. State approval License or Certificate
iv. Written documentation from owner of available community services and medical facilities
v. Written and posted emergency phone numbers and emergency exit plan
vi. HQS modification requirements

2. **SHARED HOUSING**

Shared housing through the tenant-based program makes the program more accessible for certain vulnerable populations in a cost-effective manner.

a. Shared housing will be allowed for the following populations:
   i. as a reasonable accommodation for those families with members who are disabled;
   ii. for homeless students participating in the While in School Housing (WISH) program and;
   iii. for young adults involved in the child welfare system who have been issued a time-limited Youth Voucher;
   iv. Participants under the Emergency Housing Voucher program.
   v. Participants in the VASH program

b. Qualified households (see 2(a) above) may share a housing unit with the following:

   i. A live-in aide who is needed to care for a person with disabilities (if approved by the HA and the Landlord);

   ii. Other persons who are assisted under the Section 8 program;

   iii. Other persons who are NOT assisted under the Section 8 program;

   iv. The owner of the shared housing unit, however, this person may not be related by blood or marriage to the assisted family.

c. For assistance in a shared housing unit through the Tenant-based program, each assisted family will retain their original voucher. Those unassisted families will not be added to the assisted families voucher and will have no residual rights to the subsidy. Each assisted family will have a separate lease and HAP contract for the unit.

d. Housing Quality Standards

i. Normal Section 8 Housing Quality Standards (HQS) apply with the following additions:

a) The entire unit, including the portion of the unit available for use by the assisted family must meet HQS;

b) The entire unit must provide adequate space and security for all residents (whether assisted or not);

c) Each unit must contain private space for each assisted family, plus common space for shared use by the residents of the unit;

d) The private space for each assisted family must contain at least one bedroom for each two persons in the family;

e) A zero or one bedroom unit may not be used for shared housing.

d. Determining the Rent and Housing Subsidy:

i. Contract rent

a) The contract rent for each subsidized family is pro-rated by dividing the total contract rent for the unit by the number of bedrooms in the unit to determine a per bedroom price. This figure is then multiplied by the number of bedrooms the family is eligible to occupy to determine the total pro-rated rent.

b) The total bedrooms in the unit may not be less than the total bedrooms required by all persons living in the shared unit and all pro-rated rents must add up to the total contract rent.

e. Rent Reasonable

i. The rent to owner for the subsidized family may not exceed the pro-rated portion of the reasonable rent for the shared housing unit.

f. Housing Subsidy – The payment standard is the lower of:

i. The payment standard for the family unit size; or

ii. The pro-rated portion of the payment standard for the shared housing unit size.

g. Energy Assistance Supplement

i. The EAS for an assisted family residing in shared housing is the pro-rated portion of the EAS for the shared housing unit.

h. Vacating the Unit

i. When one family chooses to leave the shared housing unit, it is the owner's responsibility to refill the vacant portion of the unit. Neither the residual tenants nor the HA can be asked to pay the lost payment.

3. **Manufactured Home Space Rental**

Under the HCV program, a manufactured home is defined as a manufactured structure built on a permanent chassis, designed for use as a principal place of residence that meets all housing quality standards (HQS) and related acceptability criteria. Except as modified below, standard HCV policies and procedures of this Administrative Plan apply to the use of this housing type.

a. **Housing Quality Standards (HQS):** In addition to normally acceptable HQS criteria, the manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

i. Acceptability criteria: Units not affixed to a permanent foundation must be securely anchored by a tie-down device (see 24 CFR 982.621).

b. **Manufactured Home Type**: A manufactured home may be assisted under the HCV program in one of three ways:

i. **Regular Rental Assistance**. In this instance, a voucher is used to rent the home, together with the space on which it sits, from a landlord. The family has no interest in the home or space and the rental amount paid covers both the unit and space rent. **This type of rental is NOT considered a special housing type; it is available to all HCV households.** Policies and procedures follow KCHA's standard HCV program requirements.

ii. **Homeownership Voucher Assistance**. Provides monthly homeownership expense assistance. Homeownership expenses subsidized by such voucher include the cost of the family's land-lease payment (if applicable) – there is no separate HAP for the cost of space rental. In this instance, if the household does not own the land upon which the home sits, the following must be met: (a) the home must be on a permanent foundation; **AND** (b) the household must have a documented leasehold right to occupy the site for a minimum of 40 years. **This is a SPECIAL HOUSING TYPE and is ONLY available if needed as a reasonable accommodation. (**See 24 CFR 982.624 –982.643).

iii. **Manufactured Home Space Rental Assistance.**[54] This applies when a family owns the mobile home, but rents separately the space on which it sits from

[54] *Section modified, effective 4/18/17 under HOTMA. See PIH Notice 2017-18 for additional information.*

a private landlord. **This is a SPECIAL HOUSING TYPE made available under KCHA policy to all HCV households.** Assistance will be provided under this category under the following guidelines:

a) **Rent Reasonableness** reviews are required to determine that the rent for the manufactured space ONLY is reasonable in comparison to rent for other comparable manufactured home spaces. Location, space size, and any services or maintenance should be considered. Frequency of the review will conform to KCHA's MTW-revised policy.

b) **Payment Standard** is the same amount used by other units subsidized under the HCV program. As such, the applicable payment standard is the **LOWER of** (1) the payment standard for the family unit size; **OR** (2) the payment standard for the actual size of the manufactured home.

c) **Contract Rent:** For manufactured home space rental assistance, the contract rent is expanded to include amounts paid to cover (1) monthly space rental; (2) debt service (loan payment) amounts made by the household to amortize the purchase cost of the home; **AND** (3) an allowance for tenant-paid utilities. Specific requirements relating to each component are detailed below:

1) **Monthly Space Rental**: Include any owner maintenance and management charges required under the lease, ***excluding*** any charges for utilities and trash collection (however, the owner may collect these separately).

2) **Monthly Debt Service:** Include any required insurance and property tax amounts that are imbedded within the monthly loan payment and paid directly to the loan servicer/company. Insurance/tax amounts paid separately by the household are not included;

A) Determine whether the payment made is from the **ORIGINAL** loan used to purchase the home. **If the home has been refinanced: (1)** Isolate the debt service amount from other charges (insurance, taxes, etc.) and use the **LOWER OF** the original or current amount; and **(2)** Add back any amounts required under the **current loan** to pay insurance and/or property taxes in order to determine the Contract Rent.

B) Monthly payments to pay off the home **must still be being made** by the family. If the family did not take out a loan, has already repaid the loan, or has stopped making the required loan payment these amounts are not included in the

Contract Rent. (*See item C through E below for additional information.)*

C) Any changes to the family's monthly loan payment must be promptly reported to KCHA, including adjustments resulting from changes in amounts collected by the lender for insurance and/or property taxes. KCHA must recalculate and adjust the Contract Rent and HAP payment accordingly to reflect the change, effective the same day the loan payment changed – this is a "KCHA required" interim review.

i) It is the family's responsibility to report any changes in their monthly loan payments. Failure to do so is a program violation that can lead to termination.

D) Once the family's monthly payment ends, the Contract Rent and HAP must be recalculated to reflect this change. This change would be effective on the first of the month following the last monthly loan payment by the family.

E) Loan payment amounts will be determined using the following documentation:

i) The two most recent and consecutive monthly loan payment statements generated by the lender; and

ii) The family's evidence of recent payment of the monthly loan amount. This could include cancelled checks, bank statements or credit card bills.

3) **Allowance for tenant-paid utilities:** the applicable allowance provided under KCHA's EAS schedule.

d) **HAP Calculation:** the HAP payment will be calculated using the modified contract rent amount as detailed above. Consistent with the rest of the program the monthly HAP will be the **LOWER OF**:

1) the payment standard minus the family's total tenant payment; or

2) the rent of the manufactured home space (including other eligible housing expense) minus the total tenant payment.

e) **Payment of HAP:** HAP amounts due for the manufactured space rental will be paid directly to the owner of the manufactured home space.

1) If the HAP amount exceeds the full amount of the rent to the space owner, the HA will provide the remaining HAP balance to the tenant.

4. Other Special Housing Types

a. Participants in the VASH program may access other special housing types, as required by HUD. The additional special housing types allowed are:
   i. single room occupancy (SRO)
   ii. congregate housing and
   iii. cooperative housing.

b. Rent and subsidy for these types of housing will be calculated in a manner consistent with the regulations for that type of housing at 24 CFR 982 subpart M.

5. HA Owned Units

Units owned by the Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Voucher holders. In order to minimize any potential conflicts of interest, the HA will implement the following special procedures:

a. The HA will make available through the briefing process both orally and in writing:

   i. The availability of King County Housing Authority owned units in the same manner in which it informs voucher holders of other landlords wishing to lease units on the Section 8 program (notification will also include other properties owned/managed by the private sector available to Housing Choice voucher holders).

   ii. The family has the right to select any eligible dwelling unit and that the HA cannot influence their choice.

b. As the Housing Authority will perform all inspections and Rent Reasonable determinations on HA owned units, monitoring of both inspections and Rent Reasonable calculations will be increased beyond those outlined in Section 8 of this policy to assure program compliance. [55]

[55] Approved under MTW 6/30/03

SECTION 10: **RECERTIFICATION OF FAMILY INCOME, COMPOSITION, AND DEDUCTIONS**[56]

A. RECERTIFICATION OF ELIGIBILITY AND ADJUSTMENT OF RENT

To assure that each Family participating in a Section 8 Housing Voucher Program is meeting the eligibility requirements for continued participation and that each Family is paying the appropriate Total Tenant Payment, their eligibility status, Total Family Income, Family Composition, and all allowable deductions will be reviewed periodically. The frequency of the scheduled recertification and program type (EASY or WIN rent) is determined by their household type (Fixed Income or other household). Should a family change from one program to the other, the change will occur at their next full recertification.

B. THE RECERTIFICATION PROCESS

The information gathered at the recertification includes the minimum necessary to certify the household's continued eligibility for program participation and proper assignment of unit size. Regularly scheduled recertifications will be completed every 3 years for EASY Rent Households and every 2 years for WIN Rent households as detailed in this Plan. The Housing Authority will send a notification letter to the family letting them know that it is time for their recertification.

As a general rule, the recertification process shall begin 90-120 days in advance of the scheduled anniversary date so that the Family can be given reasonable notice of any changes. The family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's Total Tenant Payment (TTP). Where appropriate, the Authority shall use the same procedures for obtaining, verifying, and calculating information that were used at admission and will compare the information the Family reports to the Family's most recent recertification and to information available through HUD's EIV system to identify any discrepancies. Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate the rent according to the terms of the applicable EASY Rent or WIN Rent program as outlined in this Plan.

If the Family fails or refuses to provide the information needed (information that the HA determines the Family is capable of supplying) within the required time limits, the HA shall begin the process of terminating the Family from the Section 8 Program.

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[56] Approved under MTW 11/1/10

Any rent adjustment determined as a result of the recertification process will be effective at the Tenant's anniversary date, even if other annual activities are not completed. When the Family causes an unreasonable delay in the reexamination process and the Family's rent decreases, the HA shall implement the decrease the first of the month following the completion of the reexamination processing. (A rent increase under these circumstances will be retroactive to the reexamination date.)

C. RECERTIFICATION RULES SPECIFIC TO EASY RENT HOUSEHOLDS:

1. **Recertification Every 3 Years:** The Housing Authority has adopted an EASY Rent program for Fixed Income Households. EASY Rent policies are designed to simplify the recertification process, making rules easier to understand and administer. Under the program, EASY Rent Households will undergo a complete **Recertification every three (3) years.** In completing the recertification, the Housing Authority will follow the general guidelines established in Section B above. Following completion of the recertification, **the tenant's rent will be set at 30.7% of household adjusted income**.

    a. In intervening years, income and rent will be automatically adjusted to apply COLA increases to Social Security and SSI income, update applicable EAS amounts and/or implement changes in the contract rent requested by the Owner and approved by KCHA. Additional changes may occur when determined necessary by KCHA as a result of Board approved modification of income and rent calculation policies detailed herein. No other changes in rent will be processed during the intervening years, except as outlined in Sections F and G below.

    b. Families remain subject to regularly scheduled Unit Inspections.

2. **Families who move while on the program** will be required to fully recertify income and family composition prior to being issued a new voucher. The three year recertification process will start over based on their new move-in date.

D. RECERTIFICATION RULES SPECIFIC TO WIN RENT HOUSEHOLDS:

1. **Recertification Every 2 Years:** The Housing Authority has adopted the WIN Rent program for WIN Rent Households (see definition). WIN Rent policies are designed to simplify the recertification process and provide incentives for families to increase economic self-sufficiency through employment and savings. Under the WIN Rent program, households will undergo a complete **recertification every two (2) years.** The WIN Rent program utilizes "income bands" to group resident income and allows income to grow without an immediate change in their required monthly rent. In completing the recertification, the Housing Authority will follow the general guidelines established in Section B above. Following completion of the recertification, **the tenant's rent will be set at the level equal to the Gross Rent Amount associated with the Income Band within which the household's Adjusted Gross Income falls.**

a. In intervening years, adjustment to rent may result from changes to the contract rent amount requested by the Owner, adjustments to the EAS, and/or changes in this policy. Income and rent WILL NOT be adjusted to reflect increased income received by the household – except as outlined in Section F and Section G below.

b. Families remain subject to regularly scheduled unit inspections.

2. **Families who move while on the program** will be required to fully recertify income and family composition prior to being issued a new voucher. The two year recertification process will start over based on their new move-in date.

E. EFFECTIVE DATE OF RENT CHANGE RECERTIFICATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. (The family's recertification date **will not** change as a result of such a delay in implementation of the increased rent.) If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined. (The family's annual review date **will not** change as a result of such a delay in implementation of the decreased rent.)

F. INTERIM RECERTIFICATION RULES FOR EASY RENT AND WIN RENT HOUSEHOLDS

1. **KCHA Required Interim Reviews:** An interim review will be required in the following situations:

   a. Whenever the family seeks approval to add a member to the household. However, tenant rent will be changed only when:

      - **For WIN Rent Households**: The addition of the household member results in increasing household income above the current income band.

      - **For EASY Rent Households**: The addition of the household member results in an increase in household income of greater than $2,000.

   b. When a family removes or changes a live-in aide;

c. When a family is removed from the Earned Income Disregard;

d. An increase in income for a household that is currently paying the Minimum Rent or has a reported income of $0. In such cases, interim reviews will be required until the household no longer qualifies for the minimum rent;

e. An increase in income following a reported decrease in income that results in a change in rent;

f. Discovery of errors, misrepresentation and/or fraud.

Increases in household income that are not the result of one of the actions listed above will not be included in the rent calculation until the next full recertification for a household. **Exception: Households requesting an interim review due to a decrease in income (see below) will be required to report the household's next income increase and will have their rent adjusted accordingly.** When completing a tenant requested interim to reduce rent all sources of income received by the household will be included in calculation of the adjusted rent.

2. **Tenant Requested Interim Reviews**: Upon request, KCHA will complete an interim review under the following circumstances:

   a. **For WIN Rent Households:**

      i. **A Household composition change** resulting in a decrease in income below the current income band;

      ii. A **decrease in income** that results in a drop in income below the current income band;

      iii. **Increase in unreimbursed childcare expenses** greater than $2,000 when total childcare expenses exceed $2,500 (available only to households eligible to claim a reduction in gross income for childcare expenses);

      iv. **Increase in unreimbursed medical expenses** greater than $2,000 when total medical expenses exceed $2,500 (available only to households eligible to claim a reduction in gross income for medical expenses); or

      v. Discovery of errors, misrepresentation and/or fraud.

   Under the WIN Rent program, households are limited to two (2) tenant-requested Interim reviews in any two-year recertification cycle.

   When completing a tenant requested interim to reduce rent, all sources of income received by the household together with all current out-of-pocket expenses for childcare will be included in calculation of the adjusted rent.

b. For EASY Rent Households:

i. **A Household composition change** resulting in a reduction in household income greater than $2,000;

ii. A **decrease in income** in an amount greater than $2,000 through no fault of their own;

iii. **Increase in unreimbursed medical expenses** greater than $2,000 when total medical expenses exceed $2,500 (available only to households eligible to claim a reduction in gross income for medical expenses); or

iv. Discovery of errors, misrepresentation and/or fraud.

Interim recertifications will only be processed if the effect of the loss of income is expected to be longer than thirty (30) days.

Interim rents remain in place until the next scheduled recertification or until the household experiences an increase in rent, whichever comes first. Households receiving an interim rent reduction must report any subsequent income increase to the Housing Authority within thirty (30) days of occurrence.

Failure to report within the thirty (30) day period will result in retroactive rent charges and may result in Housing Authority action to terminate tenancy.

Failure to properly report any required change is cause for termination of tenancy and/or housing assistance payments and if applicable, shall require a retroactive rent charge.

G. SPECIAL REVIEW

If at the time of income determination it is not possible to make an estimate of Adjusted Income for the next twelve month period with any degree of accuracy because of no current income or unstable past income patterns, the HA shall determine current rent based on available income data and annualize this amount. A special review shall then be scheduled for a specified time (30, 60, 90, or 120 days) depending upon the HA's estimate of the time required for the Family circumstances to stabilize. This process shall be continued, if necessary up to the Family's next scheduled recertification, until such time as a reasonable estimate of Adjusted Income can be made.

If income has changed at the time of any special review, the rate of income shall again be projected for a twelve month period and rent charged accordingly.

If at any time the Family reports it has **zero income**, Special Reviews may be scheduled until such time as a stable source of income is reported (See Exhibit C, item I.R for

additional information). If a Family is eligible for certain sources of income but claims they do not have any income, the Family shall be required to document that they are not receiving income to which they are entitled. For VASH households, KCHA will accept self-certification of zero income by the family without requiring further verification from the family. KCHA reserves the right to further verify the zero-income status of a household using other means.

H. PROCESSING INTERIM AND SPECIAL RECERTIFICATIONS

1. Processing of Reported Changes - upon receipt of the reported information, the changes will be processed in the following manner:

    a. If the change qualifies for an interim review, the HA will:

        1) Consider all current family income and deductions:

            - Childcare amounts must be verified in all cases;
            - Medical amounts should only be verified if the change effects the medical amount;
            - Income from family members who have turned 21 since the last review should now be included in total family income.

        2) Notify the tenant within fourteen (14) business days that the review will be conducted.

        3) Always give the tenant thirty (30) days written notice of a rent increase.

    b. If the change does not qualify for an interim review, the authority will notify the tenant within thirty (30) calendar days that the review will not be conducted.

    c. Whenever there is evidence that additional changes to income for family composition will occur as a result of the reported changes, the HA reserves the right to delay processing an interim review for a period not to exceed thirty (30) days.

2. Effective Date of Rent Changes/Retroactive Charges

    a. Increased Tenant Rent

        1) If the change has been reported as required, the increased rent shall be made effective the first of the third month following the month in which the change in family income or composition occurred.

2) If the change has been reported as required, and the processing of the interim review is delayed due to the fault of the HA, the rent increase shall be effective the first of the month thirty (30) days following the processed change.

3) If the change has not been reported as required, or if the tenant fails to provide the required information, the family shall be determined to have caused an unreasonable delay in the interim review process. The rent will be increased the first of the month thirty (30) days following the processed change. However, the effective date of the increase will be the first of the month following the date the change occurred. Any money due the HA as a result of the difference between the date the rent was increased and the effective date of the increase will be charged to the tenant as retroactive rent.

b. Decreased Tenant Rent

1) If the change has been reported as required on or before the 22nd day of the month, a decrease in tenant rent shall be effective the first of the month following the change. If the change has been reported after the 22nd day of the month, a decrease in rent shall be effective the first of the second month following the month in which the change occurred. However, no downward rent adjustments shall be processed until all the facts have been verified, even if a retroactive adjustment results.

a) The HA will not reduce the total tenant payment because of a reduction in the family's welfare assistance specifically because of fraud or failure to participate in an economic self-sufficiency program or to comply with a work activities requirement. This exception does not apply if the reduction results from:

i) The expiration of a lifetime limit on receiving benefits;

ii) When a family has sought, but cannot find, employment;

iii) The family has complied with welfare program requirements but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two year in a five year period; or

2) If the change has not been reported as required, a decrease in tenant rent shall be effective the first of the second month following the date the change was reported.

3. Discovery of Errors

a. If an error in rent is revealed at any time, the HA shall make adjustments to correct the error as follows:

1) If the error was due to misrepresentation/fraud (i.e., not reporting a change, withholding information, etc.) and corrective actions result in an increased tenant rent, such rent shall be retroactive to the first month following the day the misrepresentation occurred. Unless otherwise agreed to by the HA, all retroactive rent charges shall be payable the first of the month following determination of the charge.

2) If the error was the fault of the tenant and corrective action results in decreased rent, such decrease shall be effective the first of the month following the date when the error was discovered.

3) If the error was not the fault of the tenant and corrective action results in increased tenant rent, such rent shall be effective the first of the second month following the date the error was discovered.

4) If the error was not the fault of the tenant and corrective action results in decreased tenant rent, the change in rent shall be made retroactive to the effective date the error was made, and the tenant shall be reimbursed accordingly. Where possible, reimbursement will be completed by crediting the tenant's account for the overpayment. Otherwise, the HA will issue a check to the tenant following completion of the corrective action.

I. DEBT COLLECTION PROCEDURES

Before a debt is assessed against a participant or owner, the HA's claim that a debt is owed to King County Housing Authority must be properly documented, which shall include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, shall be made available to the owner or the participant who owes the debt. When fraud is involved, the HA may refer a participant's or owner's case to the HUD Inspector General, in addition to pursuing any available civil remedy against the participant or owner.

1. Methods of Debt Collection

a. Every effort shall be made to collect all debts owed, which includes, but is not limited to:
   - Demands for lump sum payments;
   - Execution of a payment agreement;
   - Partial abatements when appropriate;
   - Reductions in HAP in cases of an owner owing the HA;
   - Use of collection agencies; and
   - Securing judgments.

2. Payment Agreements

a. A payment agreement is a written agreement entered into between the HA and a person who is indebted to the HA. It shall contain a promise to repay the

debt, details regarding the nature of the debt, the terms of payment, any special provisions, and the remedies available to the HA in the event of a default by the debtor. Payment agreements must be signed and dated by the HA and the head of household and spouse/co-head (if applicable).

b. The HA, at its sole discretion, may enter into payment agreements with owners or participants. The HA will generally not enter into payment agreements when:
   - There is an existing payment agreement between KCHA and the owner or participant;
   - The HA determines that the owner or participant has committed or has attempted to commit program fraud; or
   - The HA determines that the amount owed is more than the owner or participant can repay based on their current income and the time limits for repayment (see below).

c. The HA shall prescribe the terms and conditions of any payment agreement based on the following criteria:
   - Amounts $600 or under must be repaid within 12 months.
   - Amounts between $601 and $1200 must be repaid within 24 months.
   - Amounts between $1201 and the Federal or State threshold for criminal prosecution must be repaid within 36 months.

d. The monthly payment shall be the greater of $50 or the total amount due divided by the number of months in the terms stated above. Payments may be made by Personal Check, Cashier Check or Money Order. Cash will not be accepted. All payments are due by the close of business on the last day of the month. If that day does not fall on a working day, the due date is the close of business on the first working day following the last day of the month.

e. If the above payment schedule causes an undue hardship and the family can provide satisfactory evidence to the HA that the plan would cause an undue hardship, the HA has the discretion to require a lesser payment over a longer period of time.

f. If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, the HA will terminate the assistance upon notification to the family and pursue other modes of collection. Families will have the right to grieve the termination or to ask for a Reasonable Accommodation to the payment schedule, if applicable.

3. Late or Missed Payments

a. If full payment is not received by the end of the business day on the date due, and prior approval for the missed or partial payment has not been given by the HA, the HA will send the family a delinquency notice giving the family 10

business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the HA will terminate assistance. If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the HA will terminate assistance in accordance with administrative policy.

b. The Section 8 Associate Director may approve a decrease or temporary deferral (up to 6 months) of the monthly payment for participants who experience a hardship (such as loss of income or a medical situation), provided that the participant requests a hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the agreement up until the hardship. The change in monthly payment shall be an attachment to the payment agreement and shall be signed by the Section 8 Senior Housing Program Manager and the participant(s). The term of the payment agreement shall be lengthened accordingly.

4. Debts owed by New Applicants

a. Generally a family applying for housing will not be considered eligible if they currently have a debt with any Housing Authority. Any legally collectable* amounts owed must be repaid in full prior to being considered for housing with the following exception:
   - Families applying for programs where supportive services are directly connected to the subsidy will be given the opportunity to enter an agreement to repay such amounts. The terms of the agreement will be prescribed by the Housing Authority where the debt was incurred.

   ***** Legally collectable debts means debts that are not beyond the statute of limitations, 6 years, or are not barred from collection due to a bankruptcy action taken by the family to erase the debt.*

5. Current Participants moving with a current debt

a. Current participants wishing to move must agree to repay any amount owed or maintain the agreement depending on where they are moving. Families wishing to move on the program within the KCHA jurisdiction will not be approved until the family is current in their payment agreement, unless the move is the result of one of the following causes:
   - Family size exceeds the HQS maximum occupancy standards;
   - The HAP Contract is terminated due to owner non-compliance or opt-out;
   - A man-made or natural disaster;
   - The move is pursuant to a reasonable accommodation approved by the HA; or

- The move is necessary as a result of domestic violence, as detailed on HUD form 5380 and 5382 as applicable.

b. Families wishing to move outside of the HA jurisdiction will not be approved until the debt is paid in full.

6. Debts owed by an Owner

a. If an owner has received Housing Assistance Payments or claim payments to which the owner is not entitled, the HA may recover such amounts from future Housing Assistance Payments or claim payments owed the owner. If future housing assistance or claim payments are insufficient to recover the amounts owed in a reasonable time, the HA may:
   - Demand that the owner pay the amount in full within 30 days;
   - Enter into a payment agreement with the owner for the amount owed;
   - Refer the debt to a collection agency;
   - File a lawsuit to recover the debt; or
   - Prohibit the owner's future participation in the program.

7. Debts Sent to Collection

a. For families who vacate the Section 8 program and who have either not signed a repayment agreement or have stopped making payments for at least 90 days after the date of vacate, the remaining debt amount will be sent to a collection agency.

J. ADDITION OF FAMILY MEMBERS

Whenever additional members are being added to the household (other than newborn children), written permission must be obtained (in advance) from the HA and the Landlord. A person being added to the household must meet the HA's eligibility requirements and standards prior to being added to the household. The same standards of eligibility and tenant suitability that the HA uses for applicants shall be used in evaluating a person who is joining a Family already in occupancy.

K. ELIGIBILITY FOR CONTINUED SUBSIDY IN CASES WHERE A FAMILY BREAKS-UP

The HA shall have the sole discretion to determine which members of an assisted family will continue to receive assistance in the program if the family breaks up.

It is the general policy of the HA to provide the assistance to the family members remaining in the unit unless it is determined the family member(s) remaining in the unit is the abuser in a situation of domestic violence. However, in each case, the HA will review the interests of the minor children or of ill, elderly, or disabled family members prior to making its determination.

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

L. GENERAL REVIEW PROCEDURES

1. Tenant Files/Entries

Data assembled at the time of a Review is to be filed in the folder set up for the Family at the time of its admission. The Head of Household and/or spouse is required to submit the necessary information for completion of an application or recertification for tenant eligibility and computation of rent.

All entries shall be made in ink, indelible pencil, or typed. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changed data, and the reasons and authority for such changes are to be noted in the record.

2. Verification and Documentation of Review Data

The information submitted by the Family is to be verified according to the verification requirements of Section 7 and Exhibit E. All members of the household over the age of 18 shall be required to complete and sign the HA's Release of Information (Authorization) form to allow access to third party verification. Complete and accurate verification records shall be kept in the Family's file.

3. Action Required Following a Review

For all Reviews, the Family shall be promptly notified of the results and the effective date of any change. Specifically, notification shall be given as to:

a. Eligibility status and, if ineligible, the date housing assistance payments will cease.

b. Any change to be made in the Tenant Rent.

c. Any change to be made in the size of the dwelling unit if the unit is overcrowded or under occupied (determined only at Annual Review time).

d. Any instances of misrepresentation or violation of the Family Obligations and any action which is to be taken. If a determination is made by the HA that data supplied or not properly reported was misrepresented, either on the application or any subsequent Review, the HA may cancel the Voucher, adjust the Tenant Rent, collect from the Family the difference between the rent it has

paid and what it should have paid, and/or terminate the Family's housing assistance.

The Family shall be notified, where applicable, of their opportunity for an Informal Hearing.

M. YOUTH VOUCHER EXTENSIONS

Per provisions of the Fostering Stable Housing Opportunities Act (as amended) extensions of the 36-month time limit on FUP Youth and FYI vouchers (also referred to as Youth Vouchers) are available to eligible program participants as detailed below:

1. **Availability of extensions for time-limited Youth Vouchers**
    a. Extensions are available for eligible youth voucher holders who first entered a lease agreement after December 27, 2020.

    b. Extensions are available for up to 24 months, provided in 12-month increments.
        i. Eligibility for extension is determined, at the 36-month mark and once at the 48-month mark.
        ii. A voucher may not be extended past 60 months.

2. **Determining Eligibility for an extension**
    a. Extensions may be granted to eligible participants meeting one of the requirements listed in paragraphs 2.d and 2.e below.

    b. The participant must meet a requirement at both the 36 and 48 month interval to receive the full 24 months' worth of extensions.
        i. The participant does not need to meet the same requirement for each extension.

    c. Neither of the self- sufficiency programs referenced below are mandatory to receive or retain a Youth Voucher.

    d. Participants must do **one** of the following to be granted an extension unless they meet one of the criteria for exceptions detailed 2.e below:
        i. Participate in a KCHA-developed MTW self-sufficiency program for youth such as the Young Adult Prosperity Program (YAPP).
            - If the self-sufficiency program is at capacity and the tenant was unable to enroll in the first 36 months then an extension may be granted if the tenant participates in any combination of the following activities for 9 of the 12 months before the extension:
                - Engaged in obtaining a recognized postsecondary credential or a secondary school diploma. Examples

include a GED, associate's degree, apprenticeship or a state license.
    - Participating in a career pathway, as defined by the Workforce Innovation and Opportunity Act (29 USC 3102).
    - The tenant was employed.

ii. Participate in the general Family Self Sufficiency (FSS) program.
    - If the self-sufficiency program is at capacity and the tenant was unable to enroll in the first 36 months then an extension may be granted if the tenant participates in any combination of the following activities for 9 of the 12 months before the extension:
        - Engaged in obtaining a recognized postsecondary credential or a secondary school diploma. Examples include a GED, associate's degree, apprenticeship or a state license.
        - Participating in a career pathway, as defined by the Workforce Innovation and Opportunity Act (29 USC 3102).
        - The tenant was employed.

e. Extension of Assistance Exceptions. A FUPY/FYI youth will be entitled to receive an extension of their FUPY/FYI assistance for up to 24 months beyond the 36-month time limit of assistance if they certify that they meet one of the statutory exceptions below:
    i. Be responsible for the care of a dependent child under 6 or for the care of an incapacitated person.
        - The child must be under 6 at the time of the extension.
        - The child or incapacitated person does not need to be part of the household. Examples of this include a child who is in the household part-time due to shared custody or caring for an elderly relative who does not live with the tenant.
    ii. Are regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.
    iii. Be incapable of participating in the self-sufficiency programs detailed above due to a documented medical condition.

3. Verification and documentation requirements

a. For those participating in an MTW Self-Sufficiency Program for Youth – obtain verification from program staff.

b. For those participating in the general FSS program or the YAPP program – confirm participation in computer system and document in the tenant file.

c. For those unable to enroll in either the general FSS program or the YAPP program due to capacity constraints – demonstrate participation in any

combination of education, workforce development, or employment activity for at least 9 months of the 12- month period immediately preceding the end of the 36-month or 48-month time period, as applicable.

d. For all statutory exception options – certify that they meet one of the requirements listed above. This is the only documentation that must be submitted in order to demonstrate that the tenant meets one of the requirements. If the HA's annual reexamination determines that the youth is eligible for extension of voucher assistance in accordance with the applicable statutory provision – the extension will be granted. If the FUPY/FYI youth does not meet any of the statutory conditions, the youth is subject to the statutory time limit of 36 months

SECTION 11: **CONTINUED ASSISTANCE WHEN AN ASSISTED FAMILY MOVES**

A. GENERAL GUIDELINES

1. If the HA determines that the Family is living in an overcrowded or oversized unit, the HA will issue a participant Family a new Voucher in order that the Family can find an acceptable unit as soon as possible (See Section 4.C.). The HA will notify the family that exceptions to the standard may be granted, and under what circumstances in which the granting of an exception will be allowed (See Section 4.E.). A family who refuses to move may be terminated from the program but the HA will not terminate the current HAP payment unless the family's Voucher has expired and the family has rejected without good cause the offer of a new unit.

2. If an owner fails to maintain a dwelling unit in a decent, safe and sanitary condition or if the HA disapproves the owner for continued participation, and if it is necessary for the HA to terminate the contract with the owner, the HA will issue another Voucher to the family so that it may move into another unit under the program. A Family who refuses to move or who causes the HQS violations may be terminated from the program in accordance with policies established in Section 14.

3. If the family has been in their unit at least 12 months and notifies the HA that it wants a Voucher so that it may move to another dwelling unit, the HA will issue another Voucher to the family if the HA determines it has sufficient funding for continued assistance for the family, and if the family has given the owner proper lease notice or received a mutual rescission. The family must notify the HA by the 22nd of the month in which they plan to move in order to ensure uninterrupted assistance in their new unit.[57] The HA may deny issuance of another Voucher, however, according to the provisions of Section 12 of the Administrative Plan.

4. If a family moves from an assisted unit with continued Section 8 assistance, the term of the contract of the new assisted unit may not begin until the day following the end of the previous contract.[58] Housing assistance payments cannot overlap except in cases of documented undue hardship.

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[57] Approved under MTW 8/30/04
[58] Approved under MTW 8/30/04

B. PORTABILITY

The HA will implement its portability program using the following guidelines:

1. **General Policy on Portability**

   A family may receive assistance to lease a unit outside the initial HA jurisdiction anywhere in the US as long as it is within the jurisdiction of any HA that administers a tenant-based program.

2. **The Housing Authority as the Initial HA will:**

   a. Limit the ability of the family to one move between jurisdictions in a twelve-month period.

   b. Require a family to live within the jurisdiction of KCHA during the first twelve months on the program unless the head of household or the spouse had a domicile (legal residence) in the jurisdiction of KCHA at the time when the family first submitted an application for participation in the program. See Section 11.D. for possible exceptions to this restriction.

   c. Advise the family, if eligible, how to contact and request assistance from the receiving HA.

   d. Contact the receiving HA to notify them to expect the family.

   e. Determine whether the family is income-eligible in the area where the family wants to lease a unit.

   f. Send the receiving HA the most recent HUD 50058 for the family, Part I of the HUD 52665, and any related verification information.

   g. Provide reimbursement if the receiving HA elects not to subsidize the family through its own funds. Reimbursement will be for:

      i. The full amount of the housing assistance payments made on behalf of the family, determined in the same manner as for other families in the receiving HA program.

      ii. The lesser of 80% of the initial HA's on-going administrative fee or 100% of the receiving HA"s ongoing administrative fee for each unit month that the family receives assistance under the receiving HA program.

   h. Comply with financial procedures required by HUD, including the use of HUD-required billing forms and meeting deadlines for billing and payments.

i. Ensure the HA has the financial ability to provide assistance for families that move out of the HA program under the portability procedures that have not been absorbed by the receiving HA, as well as for families that remain in the HA program.

3. **The Housing Authority as the receiving HA will**:

   a. Accept the tenant-based assistance and promptly notify the initial HA that services will be provided by billing in accordance with the requirements of 24 CFR 982.355(e) and PIH Notice 2004-12.

   b. Issue a voucher to the family with the term to expire no sooner than 30 days after the expiration date of any initial HA voucher. The receiving HA will determine and notify the initial HA of any extension beyond the initial 30 day term.

   c. Determine the unit size for the family in accordance with its subsidy standards.

   d. Promptly notify the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a Request for Tenancy Approval for an eligible unit within the term of the voucher.

   e. Perform all HA program functions, such as reexaminations of family income and composition, annual HQS inspections of the unit, etc.

   f. Reserve the right to deny or terminate assistance to the family in accordance with Section 12 of this policy.

4. **The HA will use the following guidelines in absorbing incoming Port clients.**

   a. <u>KCHA will cross-absorb on a one for one basis outgoing and incoming portables with the same HA.</u>

   b. <u>When cross absorption is not possible, KCHA reserves sole discretion regarding decisions to absorb an incoming portable from an initial HA. At no time shall absorptions cause KCHA to cease housing applicants off of the waitlist. Examples of circumstances taken under considered when determining whether to absorb such vouchers include (but are not limited to) the following:</u>
      i. <u>The impact upon the KCHA's finances, program utilization rates and waiting list;</u>
      ii. <u>The length of time the family has lived within the KCHA's jurisdiction immediately prior to the proposed absorption.</u>
      iii. <u>Whether the initial HA has requested that KCHA absorb a port-in to alleviate an identified budget shortfall per HUD regulations.</u>

C. PORTABILITY -- FAMILY SELF-SUFFICIENCY PROGRAM

For the Family Self-Sufficiency program, provisions from Section 11.B. applies except that the participant must lease an assisted unit in the initial HA's jurisdiction for a minimum of 12 months after the effective date of the Contract of Participation. Thereafter, the FSS family may move outside the initial HA's jurisdiction. For those families who choose to move after the initial residency and who are unable to fulfill the obligations under their Contract of Participation, the HA may terminate the family from the FSS Program.

D. EXCEPTIONS TO PORTABILITY PROCEDURES

Exceptions to the portability restrictions will be approved for good cause (as defined below). The Section 8 Supervisor's judgment shall prevail when determining whether a request meets the definition of "good cause." The reason for the portability request **cannot have existed prior to the date of original application** (except in the case of terminally ill clients attempting to move closer to medical facilities or Mainstream voucher holders approved under item 6 below). Good Cause is defined to include the following:

1. Medical emergencies substantiated by written recommendation by the tenant's physician. The Section 8 Supervisor shall review the documentation, provided on the physician's letterhead, to insure that it is a statement of medical urgency rather than a letter of support. The statement must include all of the following:

    a. The nature of the illness or condition;

    b. The approximate length of time the illness or condition can be expected to last;

    c. How living in the initial HA's jurisdiction is detrimental to the patient's condition and the effect caused; and

    d. How portability will improve or eliminate the detrimental effects caused by living in the initial HA's jurisdiction.

2. Obtaining a job, where one of its elements requires the family to relocate in order to retain the job (e.g. Apartment Manager);

3. Schooling and training. In order to be considered:

    a. The participant must be the Head of Household or spouse; and

    b. The participant must be enrolled at the school at the time of the request;

    c. The program must be for a minimum of one (1) year; and

    d. The move must substantially reduce travel time and cost.

4. As a reasonable accommodation to persons with disabilities to allow the program to be readily accessible and usable by a persons with disabilities;

5. To accommodate the needs of a participant in a domestic violence situation (as defined in Exhibits E).

6. To accommodate applicants receiving subsidy under HUD's Mainstream Voucher program in order to further housing availability for recipient households whole ensuring compliance with program funding requirements.

The above may be granted by KCHA but are subject to review by the other Housing Authority prior to the transfer being approved. The above listed exceptions do not apply to families participating on the Family Self-Sufficiency Program.

E. MOVING TO A NEW UNIT WITH CONTINUED ASSISTANCE

A family may move to a new unit if the assisted lease to the old unit has terminated because: the HA has terminated the HAP contract; the owner has given the tenant a notice to vacate for reasons other than a serious violation of the lease; or the tenant has given proper notice of lease termination.

When a move is initiated by the family, they must notify the HA and the owner in writing before they move out of the unit. In order for the family to ensure uninterrupted assistance in their new unit, notification to the HA must be received by the 22nd of the month in which the family intends to vacate their current unit. Notifications received after the 22nd may result in the family paying the entire rent in their new unit until the proper paperwork can be processed by the HA.[59] The family must also inform the HA in writing of their intent to remain on the program at the time of the move. Failure to do so is a breach of the family obligations under the program and could be cause for termination.

When a move is initiated by the HA (i.e., family is over or under housed), the family must give proper notice to the owner if they are planning on moving to a new unit in order to continue to receive assistance. Should this occur, the HA will issue a new voucher to the family, and the family and HA will try and find an acceptable unit as soon as possible.

F. LIMIT ON NUMBER OF MOVES BY A PARTICIPANT FAMILY

A family and owner shall not be allowed to mutually terminate the lease during the initial term of the lease and a family shall be restricted to no more than one move

[59] Approved under MTW 8/30/04

during any one-year period. However, at the sole discretion of the HA, and with third party documentation which demonstrates special hardship situations, the following exceptions may be made provided the owner agrees to the termination (except in cases of documented domestic violence which is protected by State Law RCW 59.18.356):

1. To reasonably accommodate the needs of a person with a disability;

2. To accommodate the urgent medical needs of a participant;

3. To accommodate the needs of a participant in a domestic violence situation.

4. To accommodate the needs of a participant required to leave a unit due to natural disaster (e.g. fire);

5. To accommodate a participant who locates a job where one of its elements requires them to relocate in order to retain the job (e.g. Apartment Manager);

6. To accommodate a participant going to school. In order to be considered:

    a. The participant must be the Head of Household or spouse; and

    b. The participant must not have been enrolled at the time they initially moved in to the unit;

    c. The participant must be enrolled at the school at the time of the request and the program must begin before the end of the term of the lease;

    d. The program must be for a minimum of one (1) year; and

    e. The move must substantially reduce travel time and cost.

7. To accommodate a family's ability to reunify where the only reason the children have not been returned to the Household is due to the incorrect size of the unit; and

8. To accommodate a current Section 8 owner who sells the unit within the first 12 months of the lease and the new owner refuses to participate and where the tenant does not want to contest the request to move.

In order to qualify for a hardship exception, a family must have maintained their family obligations under the program rules and regulations.

If no exception is granted and the family chooses to move within the twelve month limit, they will be considered to have removed themselves from the program and will not be eligible for the informal hearing process.

G. DENIAL OF REQUEST TO MOVE

The HA will deny permission to move to a new unit if:

1. The HA does not have sufficient funding for continued assistance;

2. The participant requires more than one move in a one-year period;

3. There are grounds for denial or termination of assistance as stated in Section 12 of this Administrative Plan.

H. ABSENCE FROM DWELLING UNIT

It will be the policy of the HA that, in order to continue receiving the benefit of a housing subsidy, a family is expected to reside continuously in the dwelling unit and may only be absent for brief periods. Absence means that no member of the family is residing in the unit.

This policy shall be enforced utilizing the following requirements:

1. The family must notify the HA of any absence from the unit including providing any information requested concerning the purpose of family absences.

2. The HA may verify family occupancy in the unit, or absence from the unit, by such techniques as visits, calls or letters to landlords, neighbors, etc.

3. The following specific policies apply:

   a. Absence from the dwelling unit due to incarceration after being convicted of a crime will result in the immediate termination of housing assistance;

   b. Absence from the dwelling unit due to hospitalization or rehabilitation will be limited to a maximum period of ninety (90) days in any twelve-month period (extensions due to unforeseeable circumstances regarding hospitalization or rehabilitation may be granted up to 30 additional days);

   c. Absence from the dwelling unit due to vacations will be limited to a thirty-day period in any twelve (12) month period;

   d. Absence from the dwelling unit due to temporary relocation due to employment will be limited to l80 days.

4. If a family is absent for longer than the maximum period permitted above, housing assistance payments will cease, and the term of the HAP Contract and Lease will terminate.
   a. The owner must reimburse the HA for any housing assistance payment for the period after the termination.

SECTION 12: **GROUNDS FOR TERMINATION OF ASSISTANCE FOR A PARTICIPANT AND TERMINATION OF LEASE/CONTRACT**

A. TERMINATION OF A PARTICIPANT'S HOUSING ASSISTANCE PAYMENTS BY THE AUTHORITY

The HA has the right to terminate housing assistance payments which are being made on behalf of the participant under an outstanding Contract. Reasons for termination of assistance may include any or all of the following:

1. If the family has engaged in or threatened abusive or violent behavior toward HA personnel,

2. If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease,

3. If the family currently owes rent or other amounts to this HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act and has been offered the opportunity to repay and either refused to pay or has not maintained a repayment agreement.

4. If the HA determines that the person's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

5. If any member of the family fails to sign and submit consent forms for obtaining information as required by program regulations.

6. Failure to properly report to the Housing Authority a letter or notice received from HUD (or to respond to Housing Authority contact) as part of HUD's Computer Income Matching program within the time limits specified by the notice/letter and/or subsequent failure to provide verification necessary to explain any income discrepancy (See subsection E).

7. If the family is not eligible due to the following restrictions on assistance to non-citizens:

    a. Required documentation of citizenship (i.e., the declaration) and eligible immigration status is not submitted by at least one family member to the HA.

    b. The family knowingly permits another individual who is not eligible for assistance to reside (on a permanent basis) in the assisted unit. This provision

does not apply to a family if the ineligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

c. Evidence of citizenship and eligible immigration status is timely submitted, but USCIS verification does not verify eligible immigration status of a family member and ;

1) The family does not pursue USCIS appeal or informal hearing rights (as provided in Section 13); or

2) USCIS and/or informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

8. If any family member fails to meet the eligibility requirements concerning an individual enrolled at an institution of higher education, as specified in Section 3 of this administrative plan.

9. If the family fails to move after being required to by the HA (due to such reasons as the unit being overcrowded or the family being under housed);

10. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

11. Death of the sole member of the family. Termination of the Housing Assistance payment will occur at the end of the month in which the death occurred.

12. If the family violates any family obligations under the program as stated in 24 CFR Part 982.551 and listed below:

a. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as in other sections of this Administrative Plan). "Information" includes any requested certification, release or other documentation.

b. The family must supply any information requested by the HA or HUD for use in a regularly scheduled examination or interim reexamination of family income and composition in accordance with HUD requirements.

c. The family must disclose and verify social security numbers and must sign and submit a consent form for obtaining information.

d. The family is responsible for ensuring all information supplied by the family is true and complete;

e. The family is responsible for a Housing Quality Standards breach caused by the family for any of the following:

l) The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

2) The family fails to provide and maintain any appliances that the owner is not required to provide but which are to be provided by the tenant;

3) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

a) If the family caused damage is life threatening, the family will be required to correct the defect within no more than 24 hours. For other family caused defects, the family will be required to correct the defect within no more than 30 calendar days (unless an extension is granted by the HA).

b) Serious or repeated tenant caused damages may result in the termination of the family's housing assistance payment.

f. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.

g. The family may not commit any serious or repeated violation of the lease. Examples of serious or repeated violations of the lease include but are not limited to:

1) Any of the following <u>actions</u> by the tenant, any member of the household, a guest or other person under the tenant's control;

a) Any <u>activity</u> that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

b) Any <u>activity</u> that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

c) Any drug-related criminal activity on or near the premises.

d) <u>Activity</u> directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or affiliated individual of the tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. An “affiliated individual” is defined as a spouse, parent, brother, sister, or child of that individual, or any individual to whom stands in place of the parent, or any individual, tenant, or lawful occupant living in the household of that individual.

2) A family pattern or history of disturbance of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the unit or premises.

3) Eviction from the unit for tenant-caused reason (except in the case of a family being evicted **solely** for non-compliance with their Social Service Participation requirement on the Project-based voucher program).

h. The family must notify the HA and the owner in writing before the family moves out of the unit, or terminates the lease on notice to the owner

i. The family must promptly give the HA a copy of any owner eviction notice.

j. Use and occupancy of the unit must meet the following requirements:

l) The family must use the assisted unit for residence by the family and the unit must be the family's only residence.

2) The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the birth, or adoption, or court-awarded custody of any child. The family must request HA approval to add any other family member as a occupant of the unit.

3) The family must promptly notify the HA if any family member no longer resides in the unit.

4) If the HA gives approval, a foster child or a live-in-aide may reside in the unit. The HA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in-aide, and defining when HA consent may be given or denied.

5) Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to the primary use of the unit for residence by members of the family.

6) The family must not sublease or sublet the unit.

7) The family must not assign the lease or transfer the unit.

k. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.

l. The family must not own or have any interest in the unit.

m. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD) federal, State or local housing assistance program.

n. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs;

o. The members of the family may not engage in drug-related criminal activity, or violent criminal activity (as defined in CFR 24 982.553)

1) If the HA seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within the previous five years of the date of the HA determination to deny or terminate assistance. In determining whether to deny or terminate assistance for use or possession of a controlled substance by a family member, the HA shall take into consideration whether he or she can demonstrate that they:

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

b) Are recovering, or have recovered from such addiction and do not currently use or possess controlled substances (evidence of participation in, or successful completion of a treatment program shall be required as one of the conditions to being allowed to reside in the unit.)

2) In making its determination as to whether drug-related criminal activity or violent criminal activity occurred, the issue will be whether the preponderance of evidence indicates that a family has engaged in such activity, regardless of whether the family member has been arrested or convicted.

3) In cases of termination as a result of persons convicted of manufacturing or producing methamphetamine on the premises of the Section 8 unit (defined as the building or complex in which the dwelling unit is located including common areas and grounds), the HA will permanently deny further participation on any assisted housing program.

13. For VASH vouchers the family may be terminated if the veteran is not participating in required case management without good cause, as determined by the Veteran's Administration (VA).

Termination of assistance for any of the above reasons may include any of the following: Refusing to enter into a HAP contract or approve a lease; terminating

housing assistance payments under an outstanding HAP contract; and refusing to process or provide assistance under portability procedures.

If the HA initiates an action to **terminate** the assistance of a participant, the participant will receive written notice of this decision with a brief statement of the reasons for the HA's decision. The notice will also state that the participant may request an Informal Hearing to contest the decision and will explain the procedures for obtaining the Hearing. A copy of the HA's Informal Hearing will be attached to the letter. The written notice will also state the deadline for the family to request an Informal Hearing.

The Violence Against Women Act of 2013 (VAWA 2013) protects applicants, tenants and program participants from being evicted, denied assistance or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. If the Family is claiming the reason for the termination is a result of such action, the Family may be provided protection under VAWA 2013. A family seeking VAWA protections must provide KCHA with documentation (as detailed on HUD form 5380 and 5382 as applicable) regarding the actual or threatened abuse. The certification must also include the name of the perpetrator on the HUD-5382 only if it is safe to do so While KCHA will follow HUD regulations and guidelines to ensure VAWA protections are made available to qualified households, nothing in this section limits the authority of KCHA to comply with a court order with respect to the rights of access/control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of the household. Nor does this section limit the HA's authority to evict or terminate assistance for any violation when: (1) such violation is not premised on an act of domestic violence, dating violence, sexual assault, or stalking; or (2) the HA can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property when no other actions that could be taken to reduce the threat have been successful including transferring the client, barring the perpetrator from the property, involving law enforcement or seeking other legal remedies to prevent the perpetrator from acting on a threat. In addition, the HA has the right to remove or terminate the occupancy rights to any unit occupant who engages in criminal acts of violence or poses an actual or imminent threat against family members or others, without penalizing the victim of such violence.

Any Section 8 participant for which assistance is to be terminated for failure to receive a certification of eligible immigration status from the INS **must** be notified of their right to request an appeal of the results of the INS verification to the INS instead of, or in addition to, an Informal hearing with the Housing Authority. The Notice must also inform the tenant of:

- The reason for the proposed termination of assistance;

- That they may be eligible for prorated assistance continued assistance, or a temporary deferral of termination and the procedures for obtaining each.

- The time limits and procedures to follow in order to pursue an INS and/or Housing Authority appeal and that, if the family chooses to pursue the appeals process the tenant's assistance **cannot** be delayed, denied, reduced or terminated until all appeals are processed.

B. TERMINATION OF OWNER'S HAP CONTRACT BY THE AUTHORITY

It is the general policy of the HA to recruit owners to participate in the Section 8 program and to provide owners with prompt service in order to maintain an adequate supply of affordable housing throughout the jurisdiction of the HA. However, there are some situations where it is in the best interest of both the Section 8 program and its participants to deny owner participation. In this regard the HA has the sole discretion of denying or restricting participation by an owner in the following cases:

1. If HUD or any other agency directly related has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation;

2. If HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements;

3. If HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements;

4. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program;

5. If the owner has engaged in drug trafficking, drug related criminal activity, or any violent criminal activity;

6. If the owner has violated any obligation under the HAP contract for the unit in question or any other unit under contract on the Section 8, including the owner's obligation to maintain the unit in accordance with HQS;

7. If the owner refuses, or has a history of refusing to take action against tenants (including household members and guests) who constitute a:

    a. threat to the health or safety of, or right to peaceful enjoyment of the premises by other tenants or employees of the HA, an owner, or other manager of the housing;

b. threat to the health or safety, or right to peaceful enjoyment of the residences by persons residing in the immediate vicinity of the premises;

c. threat by being involved in drug-related or violent criminal activity.

8. If the owner has a history of inadequate enforcement of the lease obligations as outlined in the HUD lease addendum and the owners lease.

9. If the owner has a history or practice of non-compliance of the Housing Quality Standards for units leased under the Section 8 program as described below:

   a. For serious violations involving life threatening situations, termination will occur after a maximum of three separate violations regardless whether abatement has occurred. However, depending on the severity of the violation, the HA has the option to terminate sooner;

   b. For non-life threatening violations, termination will occur after a minimum of three notices to terminate assistance due to abatement have been issued;

   c. In all cases, except very serious life threatening situations where immediate termination is necessary, the owner will be given an opportunity to meet with the Section 8 Program Coordinator and Section 8 Inspection Coordinator prior to termination in order to present the reasons why they believe they should not be denied participation on the program.

10. If the owner has a history or practice of renting units that fail to meet State or local housing codes;

11. If the owner has not paid State or local real estate taxes, fines or assessments.

12. Other conflicts of interest under Federal, State or local law.

If it is determined the owner has breached the contract, the HA may implement one or more of the following sanctions: recovery of overpayments, abatements or other reduction of housing assistance; termination of housing assistance; and/or termination of the HAP contract.

If a decision is made to terminate an owners participation on the program, no new units owned or managed by this owner will be allowed on the program until either the problem(s) is cleared up or the termination takes place. If termination does occur, all failed units belonging to the owner in question will be removed from the program and the HA will not allow any new units from the same owner for a minimum of 12 months. After 12 months, the owner may appeal reinstatement to the HA and provide documentation detailing what has been done to remedy the situation and to prevent it from occurring in the future. Any reinstatement shall be at the sole discretion of the HA. Current tenants of the failed units will be issued a voucher and asked to find another unit within sixty (60) days, except in cases of

serious life threatening violations where they will be asked to move immediately pending unit termination.

If the Housing Authority makes a decision NOT to terminate an owners participation but concludes the situation is serious enough to warrant termination and believes there is a high chance of reoccurrence, restrictions on future new housings may occur for a specified time to ensure continued program compliance.

While an internal review process is not available to an owner being denied program participation, any owner so affected will be given an opportunity to meet with the Section 8 Associate Director.

The HAP Contract may also be terminated if:

1. The family has been required to move from the unit because of overcrowding and fails to move.
2. The HA determines, in accordance with HUD requirements, that funding under its consolidated Annual Contributions Contract is insufficient to support continued assistance for families in the program.
3. <u>The program funding the participant (i.e., FUP Youth Program) has a program participation time limit requirement.</u>

The HAP Contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

The family is not a party to, or third party beneficiary, of the HAP contract. The family may not exercise any right or remedy against the owner under the HAP contract. Even if the family continues to occupy the unit, the HA may exercise any right or remedy against the owner under the HAP Contract.

C. TERMINATION OF TENANCY BY THE OWNER

During the initial term of the lease, the owner may not terminate the tenancy except on the following grounds:

1. Serious or repeated violation of the terms and conditions of the lease; or
2. Violation of federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or
3. Other good cause.

Note: A family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment and failure by the HA to pay the HAP to the owner is not a violation of the lease between the tenant and the owner and is not a cause for eviction.

The owner must give the tenant a written notice, with a copy to the HA, which specifies the grounds for termination of tenancy. This notice must be given at or before commencement of eviction action and the tenancy does not terminate before the owner has given this notice.

The HA does not authorize eviction actions nor determine whether an owner has good cause for termination of a tenancy (as required by the Lease), but termination must be made in accordance with the lease and State and local law.

Housing Assistance payments are paid to the owner in accordance with the terms of the HAP Contract. These payments may only be paid to the owner during the lease term, and while the family is residing in the unit. However, if the owner has commenced the process to evict the tenant, and if the family continues to reside in the unit, the HA will continue to make housing assistance payments to the owner in accordance with the HAP contract until the owner has obtained a court judgment or other process allowing the owner to evict the tenant. The HA will continue such payments until the family moves from or is evicted from the unit.

D. TERMINATION OF TENANCY BY FAMILY

The family may terminate the lease at any time after the initial term of the lease. The lease shall state the required number of days of advance notice in order to terminate the lease and shall be consistent with the requirements of state law. A family shall not be required to provide more than 60 days notice.

A family shall not be allowed to terminate the lease during the initial term of the lease term even with a mutual rescission from an owner. In addition, a family shall be restricted to no more than one move during any one year period. At the sole discretion of the HA, and with third party documentation which demonstrates special hardship situations, exceptions may be made to this restriction. The HA may also deny permission to move if the HA does not have sufficient funding for continued assistance.

A copy of any family notice to the owner terminating the lease must also be given to the HA. Failure to do this shall be considered a breach of the family obligations and may be grounds for termination of assistance. At the same time, the family shall notify the HA if it desires continuing assistance under the program.

E. RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING TENANT INCOME DISCREPANCIES

1. If a Section 8 participant receives a letter or notice from HUD (under HUD's Computer Income Matching program) concerning the amount or verification of family income, the letter shall be brought to the Section 8 office within the time limits specified in the correspondence.

2. If the Section 8 participant fails to come forward, as requested by HUD, the Housing Authority will follow HUD guidelines established to ensure timely resolution of the reported income discrepancy.

3. The Section 8 Office shall reconcile any difference between the amount of family income reported by the participant and the amount of income listed in the HUD communication. This shall be done as promptly as possible.

4. After the reconciliation is complete, the Housing Authority shall adjust the participant's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the King County Housing Authority shall do one of the following:

    a. Immediately collect the back rent due to the agency;

    b. Establish a repayment plan for the participant to pay the sum due to the agency;

    c. Terminate the participant's Housing Voucher for failure to report income; or

    d. Terminate the participant's Housing Voucher for failure to report income, and collect the back rent due to the agency.

SECTION 13: **INFORMAL REVIEW AND HEARING PROCEDURES**

A. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

1. **The HA will give prompt written notice to an applicant of a decision denying assistance, including a decision denying:**

   a. Listing on the HA waiting list;

   b. Issuance of a Housing Voucher; or

   c. Participation on the program.

   The notice will contain a brief written statement of the reasons for the denial and will give an applicant an opportunity to request an informal review of the HA decision to deny assistance by contacting the Section 8 office within ten (10) days of the date of the written notice.

2. **The HA procedures for conducting the review are as follows:**

   a. The review will be conducted by a person designated by the HA other than a person who made or approved the decision under review or a subordinate of such person.

   b. The person conducting the review will have sole responsibility for regulating the conduct of the review.

   c. The applicant will be given the opportunity to present written or oral objections to the HA decision.

   d. If the family fails to appear at the time scheduled for the review, or attempts to reschedule the review with less than 24 hours' notice, the hearing officer may determine that the family has waived the right to a review or may postpone the review for a period not to exceed five (5) days. In making the determination, the hearing officer must consider documented emergencies (i.e., medical reasons, car accident, etc.) that would limit the client's ability to reschedule in a timely manner.

   e. Both the family and the HA may have a maximum of three (3) other persons in attendance at the informal review. Because of the serious nature of the review process, children will not be allowed in the review room unless they are serving as a witness. Families are responsible for arranging for necessary childcare.

f. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. All reviews shall be conducted informally and both oral and documentary evidence pertinent to the facts and issues raised may be received. The challenges to the admissibility of evidence shall be determined solely by the hearing officer.

g. The HA will notify the applicant in writing of its final decision after the informal review, including a brief statement of the reasons for the final decision within 10 business days following the informal review.

3. **The HA is not required to provide an opportunity for an informal review in the following situations:**

   a. To review discretionary administrative determinations by the HA or to consider general policy issues or class grievances;

   b. To review the HA's determination of the family unit size under the HA subsidy standards;

   c. To review the HA's determination not to approve a request for an extension or suspension of a voucher term;

   d. To review the HA's determination not to grant approval to lease a unit under the program or to approve a proposed lease;

   e. To review the HA's determination that a unit selected by the applicant is not in compliance with Housing Quality Standards (HQS); or

   f. To review the HA's determination that the unit is not in accordance with HQS because of the family size or composition.

4. **Families denied assistance as a result of their immigration status:** will be informed of their right to request an appeal of the results of the INS verification to the INS or request an Informal Review with the Housing Authority (in lieu/upon completion of the INS appeal). The notice will also inform the applicant:

   a. Of the reason for the denial;

   b. That they may be eligible for proration of assistance based on the number of family members with "eligible immigration status".

   c. Of the time limits and procedures that must be followed when requesting an appeal to the INS and/or Housing Authority.

d. That assistance may not be delayed, denied or reduced until the conclusion of the INS appeal process, but, that assistance may be delayed while awaiting the outcome of the Housing Authority's Informal Review process.

B. INFORMAL HEARING PROCEDURES FOR A PARTICIPANT

1. The HA **will provide** a participant in its Section 8 Housing Program an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with the law, HUD regulations and/or policies, in the following cases:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule;

   c. A determination of the family unit size under the HA subsidy standards;

   d. A determination that a program participant family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards;

   e. A determination to terminate assistance for a participant family because of the family's action or failure to act;

   f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules;

   g. A determination to terminate assistance because the participant family fails to provide evidence of citizenship and eligible immigration status, or provides the evidence, but the INS fails to certify the family is eligible for housing assistance.

2. In those cases described in numbers 1.d,e,f and g above, the HA will issue a prompt written notice to the family stating the reason for the decision, that the family has the right to request an informal hearing on the decision if they do not agree by personally presenting such request (either orally or in writing) to the Section 8 office within ten (10) days of the date of the notice to the family. In addition, any family being terminated for reason 1.g. must be notified of their right to request an appeal of the results of the INS verification to the INS instead of, or in addition to, an Informal hearing with the Housing Authority. The Notice must also inform the tenant of:

a. The reason for the proposed termination of assistance;

b. That they may be eligible for prorated assistance, continued assistance, or a temporary deferral of termination and the procedures for obtaining each;

c. The time limits and procedures to follow in order to pursue an INS and/or Housing Authority appeal and that, if the family chooses to pursue the appeals process the tenant's occupancy cannot be terminated until all appeals are processed.

In those cases described in numbers 1.a, b, and c above, the HA will notify the family that they may ask for an explanation of the basis of the HA determination. If the family does not agree with the determination, the family will be notified they may request an informal hearing on the decision by personally requesting (either orally or in writing) an informal hearing on the determination from the Section 8 office. The request must be made within ten (10) days of the date the family received an explanation of the basis for the HA determination.

3. The HA is not required to provide a participant family an opportunity for an informal hearing in the following cases:

   a. To review discretionary administrative determinations by the HA or to consider general policy issues or class grievances;

   b. To review establishment of the HA schedule of utility allowances for families under the program;

   c. To review the HA's determination not to approve a request for an extension or suspension of a voucher term;

   d. To review the HA's determination not to approve a unit or lease;

   e. To review the HA's determination that a unit selected by the applicant is not in compliance with Housing Quality Standards (HQS);

   f. To review the HA's determination that the unit is not in accordance with HQS because of the family size or composition; or

   g. To review a determination by the HA to exercise or not to exercise any right or remedy against the owner under the HAP contract.

4. The informal hearing will be scheduled by the Hearing Officer no sooner than seven (7) days, but not later than fifteen (15) days after the receipt by the Section 8 office of the request for the informal hearing. If the HA is terminating the housing assistance payments under an outstanding contract, the informal hearing will be held before effective date of the proposed termination of assistance for the family.

5. The procedures for conducting the informal hearing are as follows:

    a. The Hearing Officer will be selected from a list of qualified individuals established by the Housing Authority in response to an advertised request for services. The Housing Authority's list of Hearing Officers will be presented to the Resident Advisory Board for their review and comment. Individuals selected for this list of Hearing Officers need not be legal professionals, but must be able to show sufficient experience and training in the areas of Housing Authority regulations and Landlord Tenant law as well as proven experience in effectively communicating findings and conclusions both orally and in writing.

    b. Prior to the HA informal hearing, the family will be given the opportunity to examine any HA documents at the HA office (including records and regulations) that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. Any document not made available to family prior to the hearing cannot be relied upon at the hearing.

    c. The HA must be given the opportunity to examine at the HA office prior to the informal hearing, any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. Any document not made available to the HA prior to the hearing cannot be relied upon at the hearing.

    d. The family may be represented by a lawyer or other representative at its own expense.

    e. If the family fails to appear at the time scheduled for the hearing, or attempts to reschedule the hearing with less than 24 hours' notice, the hearing officer may determine that the family has waived the right to a hearing or may postpone the hearing for a period not to exceed five (5) days. In making the determination, the hearing officer must consider documented emergencies (i.e., medical reasons, car accident, etc.) that would limit the client's ability to reschedule in a timely manner.

    f. The person conducting the hearing will have sole responsibility for regulating the conduct of the review. Failure to comply with the directions of the hearing office may result in exclusion from the proceedings, in a decision adverse to the interests of the disorderly party, or in such other relief as the hearing officer shall reasonably determine.

    g. Both the family and the HA may have a maximum of three (3) other persons in attendance at the informal hearing. Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless they

are serving as a witness. Families are responsible for arranging for necessary childcare.

h. Both the HA and the family will be given the opportunity to present evidence, and may question any witness.

i. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. All hearings shall be conducted informally and both oral and documentary evidence pertinent to the facts and issues raised may be received. The challenges to the admissibility of evidence shall be determined solely by the hearing officer.

6. The hearing officer will notify the family in writing of the HA final decision within ten (10) business days following the informal hearing, including a brief statement of the reasons for the final decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of evidence presented at the hearing.

7. The hearing officer's decision shall be binding on the HA unless:

   a. The decision concerns a matter for which the HA is not required to provide an opportunity for an informal hearing, or otherwise exceeds the authority of the hearing officer under the HA hearing procedures;

   b. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

8. If the HA is not bound by a hearing decision, the HA will promptly notify the family of the determination and the reasons for the determination.

C. INFORMAL HEARING PROCEDURES FOR A LANDLORD

1. The Housing Authority will provide an owner in its Section 8 Program an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the owner are in accordance with the law, HUD Regulations, the HA MTW agreement, and/or other polices in the following cases:

   a. To review the HA's determination that a unit is not in compliance with HQS;

   b. To dispute a rent reasonableness determination made by the HA; or

   c. To dispute a denial of participation on the Section 8 program.

2. Owners wishing to dispute one of the above reasons must request a review of the determination in writing, making reference to the specific problem they wish

reviewed. A time will be scheduled with a Section 8 supervisor who was not a party to the original decision within ten (10) days of the request. The review, depending on the request can be performed either by telephone or in a meeting at the Section 8 office with all parties present.

3. Utilizing either method, the owner shall have the right to submit any documentation they believe should be considered in making a decision. After all items have been discussed, the owner will receive a written response from the HA within ten (10) business days of the review detailing the final determination and the reasoning behind the decision.

4. If the owner is not satisfied with the decision, they may request, in writing, that the Section 8 Program Coordinator review the information. No formal meeting will be held. The response of the Section 8 Program Coordinator is final and will be issued within (10) business days of the request.

SECTION 14: **MISCELLANEOUS ITEMS**

A. Authorized Uses and Restrictions on Use of the Administrative Fees and Operating Reserves (non-MTW units)

1. The HA shall maintain a separate administrative fee reserve account for the HA's voucher programs. The HA will credit to these reserves the total of:

    a. The amount by which program administrative fees paid by HUD for the HA fiscal year exceed the HA program administrative expenses for the fiscal year; plus

    b. Interest earned on the administrative fee reserve.

2. The administrative reserve balance shall be used as follows:

    a. Reasonable balances shall be maintained against possible future deficits occurring in the Section 8 Certificate/ Voucher program.

    b. Excess balances above reserves for future deficits may be expended for any housing purpose expenditure permitted by State and local law. The Executive Director may pre-authorize expenditures for these purposes to an amount not to exceed $25,000. Amounts in excess of this limit shall require prior approval of the Board of Commissioners.

B. DEPOSITORY FOR SECTION 8 FUNDS

All program receipts will be promptly deposited with a financial institution selected as a depository by the HA in accordance with HUD requirements, including the provision of
24 CFR 982.156.

C. HUD Payments (non-MTW units)

1. Budget Submission. Each HA fiscal year, the HA shall submit its proposed budget for the program to HUD for approval at such time and in such form as required by HUD.

2. HA use of program receipts. HUD payments under the consolidated ACC, and any other amounts received by the HA in connection with the program must be used in accordance with the HA HUD-approved budget. Such HUD payments and other receipts may only be used for:

a. Housing assistance payments; and
b. HA administrative fees.

D. CODE OF CONDUCT

No officer of the Housing Authority, employee or any contractor, subcontractor or agent of the HA shall engage in any act which is in conflict with the performance of official duties. A conflict of interest shall be deemed to have occurred if the officer of the Housing Authority, employee or any contractor, subcontractor or agent of the HA directly or indirectly:

1. Accepts or seeks for others any employment, travel expense, service, information, compensation, gift or thing of value on more favorable terms than those granted to other officers of the Housing Authority, employees or any contractors, subcontractors or agents of the HA.

2. Accepts any gift, favor loan, retainer, travel expense, compensation or other thing of value from any person doing business or seeking to do business with the HA when such acceptance may conflict with the performance of their official HA duties. A conflict shall be deemed to exist where a reasonable and prudent person would believe that the gift, compensation, thing of value, or more favorable terms, was given for purpose of obtaining special consideration or to influence HA action.

Anyone suspecting conflict of interest should report this information to their department director or Human Resources. Upon receipt of such notification, action shall be taken to resolve the potential conflict of interest, including but not limited to designating within a reasonable time an alternative person to perform the duty which is involved in the potential conflict. The disposition of the potential conflict shall be stated in writing in files maintained by the department director of Human Resources.

If the conflict of interest is determined to be purposeful and results in a violation of HA policy, the HA may take corrective or disciplinary action. Although in most instances, the HA will apply corrective action in steps of increasing severity, the HA reserves the right to apply whatever corrective action it deems necessary including immediate discharge without prior corrective action or notice.

EXHIBIT A: INCOME INCLUSIONS

I. ANNUAL INCOME MEANS ALL AMOUNTS, MONETARY OR NOT, THAT:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual examination effective date; and

In both cases, Annual Income does not include amounts that are specifically excluded as described in Exhibit B of this policy.

II. INCOME INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:

1. The full amount of employment income (wages salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services) of all household members (except as excluded by Exhibit B).). Income arising from work as a day laborer, seasonal worker or independent contractor is included as a source of employment income.

2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.

3. Where a Family has total Assets which value $50,000[60] or more, Annual Income shall include: Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph 2 of this Exhibit. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

[60] Approved under MTW 5/14/07

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (except lump sum payments of deferred SSI and Social Security benefits). (See Paragraph 13 of Exhibit B).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except lump sum payments as listed under paragraph 3 of Exhibit B).

6. Welfare Assistance.

   a. The actual amount of the TANF benefit paid to the family each month, or

   b. The Imputed Welfare Income, **if the TANF amount has been reduced due to Fraud or Non-compliance with TANF requirements.** Imputed Welfare Income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction due to fraud or noncompliance with TANF requirements that is, nonetheless, included in the family's annual income for purposes of determining rent. (See Exhibit C.I.(J). for clarification on Imputed Welfare Income).

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

8. All regular pay, special pay and allowances of a member of the Armed Forces (except as excluded under paragraph 7 of Exhibit B)

EXHIBIT B: INCOME EXCLUSIONS

1. Income from employment of household members other than family head, spouse or co-tenant under the age of 21 years[61].

2. Payments received for the care of foster children, or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone). These amounts include State or Tribal kinship or guardianship care payments.

3. Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses (except as provided by Paragraph II.5 of Exhibit A).

4. Amounts received by the family that is specifically, for or in reimbursement of, the cost of medical expenses for any family member.

5. Income of a Live-In Aide, foster child or foster adult as defined.

6. The full amount of student financial assistance paid directly to the student or to the educational institution. Loan proceeds are not considered income. [62]

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

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

9. Income from Assets when the total value of assets held by the Family is less than $50,000.[63]

10. The amounts received from the following programs:

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[61] Approved under MTW 11/1/10
[62] MTW Activities 2008-10 and 2008-11
[63] Approved under MTW 5/14/07

a. Amounts received under training programs funded by HUD or other qualifying training program funded in whole or in part through Federal, State or local government sources. (See Exhibit C for additional information).

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

c. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program. Among the programs to which this applies are the Community Work Experience and Employment School Program. This provision would also apply to amount received to cover transportation costs of a Volunteer Firefighter.

d. A resident service stipend (not to exceed an average of $781.50 per month[64]) received by a resident for performing a service for the owner (HA) or participating in activities, on a part-time basis, that enhances the quality of life in the development and/or increase the economic self-sufficiency of the resident through education and training. As determined by the HA, services may include, but are not limited to, laundry room attendant, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the Housing Authority Board of Commissioners. No resident may receive more than one such stipend during the same period of time. The maximum amount payable as a resident service stipend and excluded from income will be reviewed annually and adjusted to reflect any COLA increase approved for KCHA administrative staff beginning with the first full pay period of November 2024.

11. Non-recurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker **is not excluded** from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:.
    a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
    b. Direct Federal or State payments intended for economic stimulus or recovery.
    c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

[64] Approved under MTW 12/1/08 and 9/25/203

d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
e. Gifts for holidays, birthdays, or other significant life events or milestones (*e.g.,* wedding gifts, baby showers, anniversaries).
f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

10. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

11. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

12. Civil rights settlements or judgments, including settlements or judgments for back pay.

13. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

14. Adoption assistance payments.

15. Deferred periodic payments of supplemental security income (SSI) and Social Security benefits that are received in a lump sum payment or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

16. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

17. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

18. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

19. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g.,

proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

20. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

21. Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

22. Income earned on amounts placed in a family's Family Self Sufficiency Account.

23. Payments made by a State Agency to a landlord to assist Section 8 participants with disabilities living in shared residential settings in obtaining or maintaining housing at an affordable level. This exclusion will not be applied if DSHS or other governmental entity reduces the households income in order to provide this contribution.[65]

24. The following types of trust distributions:
    a. For a trust held outside of the control of the family:
        i. Distributions from the principle or corpus of the trust and
        ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
    b. For a trust held under the control of the family, any distributions from the trust. Any actual income earned by the trust shall be counted as income, per Exhibit C of this plan.

25. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. As described in 24 CFR 5.609(b)(22) HUD will publish notice in the Federal Register to identify and update benefits that qualify for this exclusion when necessary. Items listed below are those most recently listed by HUD as of January 30, 2024.

[65] Approved under MTW 8/3/05

a. The value of the allotment provided to an eligible household, regardless of the form of the allotment, under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]). This exclusion also applies to assets.

b. Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f), 42 U.S.C. 5058) are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for Nationals and Community Service appointed under 42 U.S.C. 12651c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or great than the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 *et seq.*) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greatest (42 U.S.C. 5044 (f)(1)). This exclusion also applies to assets.

c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). This exclusion also applies to assets.

d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C 5506). This exclusion also applies to assets.

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (f)(1)). This exclusion also applies to assets.

f. Income derived from the disposition of funds of the Grand River Band of Ottowa Indians (Pub. L.94-540,section 6). This exclusion also applies to assets.

g. The first $2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407-1408). This exclusion also applies to assets.

h. Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under the Federal workstudy programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs only (42 U.S.C. 1437f), the law requires that the amount of financial assistance in excess of tuition and other required fees and charges shall be considered income except for those

persons over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended).

i. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g).

j. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the **In Re Agent Orange** product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets.

k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat 1785). This exclusion also applies to assets.

l. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. sec. 9858q).

m. Any earned income tax credit received on or after January 1, 1991 (26 U.S.C. 32 (j). This exclusion also applies to assets.

n. The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).

o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433 section 2). This exclusion also applies to assets.

p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).

q. Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C. 1833(c)).

r. Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses

suffered as a result of the crime (34 U.S.C. 20102 (c)). This exclusion also applies to assets.

s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241 (a)(2)).

t. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760 (e)) and the Child Nutrition Act of 1966 (42 USC 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets.

u. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101-503 section 8(b)). This exclusion also applies to assets.

v. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 USC 1437a(b)(4)).

w. Any amounts (i) not received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. §1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs under the Native American Housing Assistance and Self Determination Act (NAHASDA).

x. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Coball et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution act of 2010 (Pub. L. 111-291 section 101(f)(2)). This exclusion also applies to assets.

y. Any amounts in an “individual development account” are excluded from assets and any assistance, benefit or amounts earned by or provided to the individual development account are excluded from income as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4)).

z. Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amounts of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which

the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first $2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407).

aa. Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets.

bb. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113-295), as described in Notice PIH 2019-09 or subsequent or superseding notice is excluded from income and assets.

cc. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116-260, section 501 (j)) and the American Rescue Plan Act of 2021 (Pub. L. 117-2 section 3201). This exclusion also applies to assets.

dd. VASH only: For income eligibility purposes, VA service-connected disability payments. These payments will still be included when calculating rent.

EXHIBIT C: CLARIFICATIONS ON INCOME, ASSETS AND ALLOWANCES

I. ANNUAL INCOME

A. General Rule

Annual Income is the gross income anticipated to be received by the Family from all sources during the 12 months following the effective date of admission or reexamination. (See Exhibit A and Exhibit B of this policy for the listing of income inclusions and exclusions.)

To compute the Annual Income, the HA will:

1. Use current family circumstances to anticipate income unless the verification forms indicate an imminent change.
2. Annualize all income, including income that may not last the full 12 months (such as unemployment benefits). When circumstances change, an Interim or Special Reexamination may be processed.

To annualize full-employment, the HA will multiply:

- Hourly wages by 2080
- Weekly wages by 52
- Bi-weekly wages by 26
- Semi-monthly wages by 24
- Monthly amounts by 12

B. Non-wage Income [66]

Count any benefit income or other non-earned income (TANF, SSI, Social Security, unemployment benefits, etc.) paid to or on behalf of household members, including minors – unless the income is from a source specifically excluded under Exhibit B. However, DO NOT prorate income from Social Security or SSI due to receipt of Cost-

[66] Approved under MTW 11/1/10

of-Living adjustments that are anticipated to be received in the following year. Cost-of-Living adjustments to Social Security or SSI are only to be applied to Recertifications effective January 1st of any given year.

C. Employment Income[67]

Count the gross income (before deductions for taxes, etc.) anticipated from employment (wages, salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services) of the family's Head of Household, Spouse, Co-Tenant and/or from other household members age 21 and older. DO NOT include employment income from household members under the age of 21, other than the Head, Spouse or Co-Tenant.

D. Income from Assets

Income from Assets will not be considered in the calculation of Family Income when the total value of Assets held by the Family is less than $50,000.[68]

When the family has assets of more than $50,000, use the greater of:

a. Actual income from assets or

b. Imputed income from assets based upon the HA established passbook rate* the passbook rate must be within 75 basis points of the Savings National Rate.

E. Income from Temporarily Absent Family Members

Count all of the income of every family member who is on the lease including those who are temporarily absent. In addition, count the income of the spouse of the head of household if that person is temporarily absent, such as away at college or in the Armed Forces, even if that person is not on the lease (See Exhibit B for Income Exclusions).

F. Income of Persons Confined to a Hospital or Nursing Home

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[67] Approved under MTW 11/1/10
[68] Approved under MTW 5/14/07

* See Section IV for additional guidelines on Imputing Income

If a household member is confined to a nursing home or hospital on a long-term basis, allow the family to remove that family member's name from the lease, (with the owner's permission), exclude the income, and do not allow any deductions for the individual removed from the lease. The family member would be considered to be permanently absent and the family would be issued a Voucher for a smaller bedroom size at the time of the next annual review or mutual rescission.

G. Regular Contributions and Gifts

Count as income regular contributions and gifts from persons outside the household. This may include rent or utility payments regularly paid on behalf of the family, and any other cash or non-cash contributions provided to the family on a regular basis. In determining whether contributions should be counted, consider whether these contributions make up a regular portion of the family's annual income or whether they are sporadic or casual contributions, which should not be counted. Bartering in lieu of cash payment is to be counted as income.

H. Alimony or Child Support

Count amounts awarded as part of a divorce or separation agreement unless the applicant certifies that the income is not provided and documents that the required efforts have been made to collect these amounts. (See Verification Requirements, Exhibit E) This also applies to situations where an applicant states they are receiving less than specified in the court judgment or settlement agreement.

I. Earned Income Tax Credit

Earned income tax credits and other tax credits as described in Exhibit B will not be used in calculating annual income.

J. Lump-Sum Payments Counted as Income

Generally lump-sum amounts received by a family are considered assets, not income (inheritances, insurance settlements, proceeds from the sale of property, etc.). Lump-sum payments made because of a delay in processing unemployment, child support or welfare benefits are counted as income.

However, a lump-sum payment for the delayed start of a periodic payment from SSI and Social Security is not counted as income.

K. Imputed Welfare Income/Welfare Benefit Reduction

The Imputed Welfare Income is the difference between the welfare payment the Family receives and the welfare payment the Family would have received had it not

been reduced and is based on information presented by the welfare agency. The Imputed Welfare Income is to be included in the calculation of the Family Income along with the Family's other income.

A reduction of welfare benefits by the welfare agency, in whole or in part for a family member, is determined by the welfare agency because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with the agency's requirement to participate in an economic self-sufficiency program.

However, a welfare benefit reduction resulting in "Imputed Welfare Income" does not include a reduction or termination of welfare benefits:

1. At the expiration of a lifetime or other time limit on the payment of welfare benefits

2. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. Because a family member has not complied with other welfare agency requirements.

The Housing Authority will work with the welfare agency in order to receive written information regarding the amount and term of any welfare benefit reduction for a family member, and the reason for such reduction, as well as information which will also inform the Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction.

The Housing Authority will only include Imputed Welfare Income in annual income if the family was an assisted resident at the time the sanction began.

If the family is not satisfied that the Housing Authority has calculated the amount of Imputed Welfare Income correctly and if the Housing Authority denies the family's request to modify such amount, the Housing Authority will give the resident written notice of such denial, with a brief explanation of the basis for the determination of the amount of Imputed Welfare Income. The notice shall also state that if the resident does not agree with the determination, the resident may file for a hearing in accordance with the Authority's Informal Hearing Procedure.

1. The Housing Authority is responsible for determining the amount of Imputed Welfare Income that is included in the family's annual income as a result of a welfare benefits reduction as determined by the welfare agency.

2. The Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency is correctly determined by the welfare agency, nor for providing the opportunity for review or hearing on such welfare agency determinations.

L. Income from a Business (Includes Self-Employed, Rental of Real Property, etc.)

Consider business expenses in computing the family's net income from a business. Generally, net income equals gross income less:

1. Depreciation (computed on a straight-line basis),

2. Interest payments on loans and

3. Other business expenses, except expenses related to business expansion or capital improvements.

Count as income any withdrawals of cash or assets by the family from the business unless the withdrawal is for reimbursement of amounts the family invested in the business.

For those families wishing to operate a small business out of their residence, the following will apply:

1. Prior to beginning the business, the tenant must obtain:

   a. the proper business licenses and permits from the city in which the unit is located; and

   b. prior written approval from the landlord.

2. The tenant must provide the HA with quarterly statements of income until a pattern of income can be established. Accepted forms of verification include: Financial Statements or Tax records filed with the IRS.

M. **Income of Foster Children**[69]

Income for care of foster children or foster adults is excluded.

[69] Approved under MTW 11/1/10

N. Income of a Live-in Aide

Income received by a live-in aide is excluded and no deduction is allowed.

O. Student Financial Assistance

Student financial assistance paid directly to the student or to the educational institutions shall not be counted as income. [70]

Note that loans are not considered student financial assistance and should never be counted as income.

P. Resident Stipend

A resident stipend is an amount received by a resident for performing a service for the owner (HA) on a part-time basis that enhances the quality of life in the development and/or increases the economic self-sufficiency of the resident through education and training. As determined by the Housing Authority, services may include, but are not limited to, laundry room attendant, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination, and serving as a member of the Housing Authority Board of Commissioners. It should be emphasized that if an owner (HA) pays a resident more than the approved KCHA exclusion limit (See Exhibit B, Income Exclusions)[71] per month, then the entire amount received is counted as income. There is no limit as to the number of stipends a family may receive; however, each family member may only exclude one stipend at a time.

Q. Payments awarded to Vietnam Veterans Affected by "Agent Orange"

Payments awarded to Vietnam Veterans affected by "Agent Orange" are to be treated as follows:

1. Lump-sum payments would not be counted as annual income, but would affect total assets.

2. Periodic payments would be counted as annual income.

R. Zero Income, Zero Rent or EAS Reimbursement [72]

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[70] MTW Activities 2008-10 and 2008-11
[71] Approved under MTW 12/1/08 and 9/25/23
[72] Approved under MTW 11/1/10

If at any time the family reports it has zero income, or whose rent is zero or receives an EAS Reimbursement, a Special Review will be scheduled to ensure compliance with income reporting requirements. Typically, such reviews will be completed no later than 6 months following the prior review, during which rent will be adjusted in accordance with the HA's established minimum rent policy, as applicable. However, more frequent Special Reviews may be completed, if determined necessary by HA staff. In completing such review(s), the HA may utilize controls, such as: periodic submission of household budgets or review of EIV and other similar verification sources, to assist in insuring proper income documentation. If an EASY Rent or WIN Rent household appears eligible to receive certain sources of income (TANF, unemployment, etc.), but claims they do not receive such benefits, the family shall be required to document that they are not receiving income to which they are entitled. Families who do not access all available sources of income are not eligible to be granted relief from the calculated rent under KCHA's Hardship Policy.

S. State or Local Employment Training

This exclusion exempts compensation received from qualifying employment training programs and training of resident management staff. To qualify, the compensation must be a component of a state or local employment training program with clearly defined goals and objectives. This exclusion only covers compensation received while the resident participates in the employment training program. Please note, only the compensation received incident to the training program is excluded (any additional income received during the training program, such as public assistance, will continue to be counted as income). The employer needs to be aware the client is in a job training program as verification will be required from the employer.

To qualify as a job training program, it must have all six (6) of the following components:

1. Be a program providing **employment** training and supportive services;
2. Be authorized by Federal, State, and local law;
3. Be **funded** by Federal, State or local government;
4. Be operated or administered by a public agency;
5. Have as its objective to assist participants in **acquiring employment skills**; and
6. Have clearly defined goals and objectives and is for a pre-determined, limited time period, and initially, not to exceed one year.

T. Exclusion of Income Received Under Training Programs Funded by HUD

Exclusion of income received under training programs funded by HUD includes amounts received such as stipends, wages, transportation payments, and childcare vouchers received pursuant to the training program. Income received as compensation for employment is excluded **only** if the employment is a component of a training program. The exclusion of income earned is allowed only during the job training program, or training oriented employment, but not during employment secured or maintained once all training has been completed. The employer needs to be aware the client is in a job training program as verification will be required from the employer.

II. ASSETS

A. Valuing Assets

Since the cash value of assets is used in this computation, consideration must be given to expenses involved in selling or converting assets to cash. Cash value is the market value of the asset minus reasonable costs that were or would be incurred in selling or converting the asset to cash, such as:

1. Penalties for premature withdrawal of funds (for IRA, Keogh, time deposits, etc.);

2. Broker and legal fees for selling or converting assets to cash; and

3. Settlement costs for real estate transactions.

The cash values of the following are examples of assets that are to be considered in the calculation of income:

1. Current amounts in savings accounts and the average balance of the last six months in checking accounts, where such average balance has exceeded $50,000[73] (including credit unions). Note that some specialty savings accounts, such as ABLE accounts may be excluded per Exhibit B;

2. Stocks, bonds, savings certificates, money market funds and other investment accounts;

3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in

[73] Approved under MTW 5/14/07

selling the asset. Do not include equity in an owner-occupied cooperative or manufactured housing unit if the family intended to continue living in the cooperative unit or manufactured housing home after being admitted to the Section 8 program. For real estate, have tenant certify the estimated Fair Market Value (no appraisal needed) and subtract mortgage and established costs (i.e., attorney's fees, closing costs, etc.).

4. The cash value of any trusts available to and under the control of the family. Do not include the value of trusts that are outside the control of the family. The value of the trust fund outside of the control of the family will not be considered an asset so long as the fund continues to be held in trust. Income distributed from the trust shall be counted when determining the family's annual income in the following manner:

   i. For any trust held outside the control of the family:
      i. Do not include distributions from the principle or corpus of the trust.
      ii. Do not include distributions of income from the trust when those distributions are used to pay the costs of health and medical care expenses for a minor.
      iii. Include all other distributions of income from the trust.

   ii. For a revocable trust under the control of the family,
      i. Any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
      ii. Distributions from the trust shall not be considered income, as they were counted when the income was earned by the trust.

5. IRA, Keogh, and similar retirement savings accounts. These are included because participation is voluntary and the family has access to them, even though withdrawal would result in a penalty.

6. Company retirement/pension funds.

   a. While the family member is employed, include amounts the family can withdraw without retiring or terminating employment.

   b. At retirement or termination or employment, count as an asset any amount the member elects to receive as a lump-sum. If the benefits will be received through a periodic payment, include the benefit in annual income.

7. Assets disposed of for less than Fair Market Value.

a. For any assets the family has disposed of for less than Fair Market Value during the two years prior to the effective date of the admission or reexamination being processed, count the difference between the market value and actual amount received.

b. Assets disposed of as a result of foreclosure or bankruptcy is not considered an asset disposed of for less than Fair Market Value.

c. Small amounts, such as charitable contributions, under $1,000 will not be counted. If value of the disposed assets is over the $1,000, the entire amount will be counted.

d. Assets disposed of as a result of a divorce or separation agreement are not considered disposed of for less than Fair Market Value if family has received consideration not measurable in dollar terms.

e. Verification of assets disposed of for less than Fair Market Value will be verified by applicant certification. Only those certifications that warrant it will be verified.

8. Business assets are not considered in determining the value of net family assets; however, if business assets have been disposed of for less than Fair Market Value in the past two year preceding the effective date of the reexamination or move-in, the difference between the amount realized and the Fair Market Value is included in the net family assets. In this regard, business assets are treated the same as any other family asset.

9. Assets Owned Jointly: If more than one person owns assets and the Applicant/Tenant has unrestricted access to the asset, the full value of the asset is counted.

10. Lump-Sum Receipts: Includes inheritances, capital gains, one-time lottery winnings, settlements on insurance and other claims, etc.

11. Personal Property Held as an Investment: Includes gems, jewelry, coin collections, or antique cars held as an investment. If the family does not know the Fair Market Value, verification is required. An applicant's wedding ring and other personal jewelry are considered necessary personal property and not assets.

12. Cash Value of Life Insurance Policies.

13. "Loaning" of Family Assets: In situations where the family claims to have "loaned" assets to other private parties (relatives, friends, neighbors, etc.), the

HA will continue to count the asset as under the family's control and continue to count the net cash value of the asset - letting the family deal with actually recovering the money at some time in the future.

If the family claims they gave the asset away, however, the HA would consider it an asset "disposed of for less than Fair Market Value" and calculate the income based on that procedure.

B. Items Not Counted as Assets

1. Necessary personal property (furniture, clothing, cars, etc.).

   In distinguishing necessary personal property from assets, consider the following:

   a. Necessary personal property usually is not expected to increase in value, and

   b. Necessary personal property is usually used by the owner.

2. Vehicles especially equipped for the disabled.

3. Assets not accessible to the family and which provide no income for the family.

4. Interest in Indian trust lands.

5. Assets that are a part of an active business or farming operation.

6. The equity in owner-occupied cooperatives and manufactured homes in which an assisted family lives.

III. ADJUSTED INCOME – ALLOWABLE EXPENSES (DEDUCTIONS)[74]

A. Childcare Expenses -Not applicable to fixed income "EASY Rent" households****

Reasonable Childcare expenses for the care of children, including foster children, under age 13 are permitted when such care is needed to enable a family member to work or to further his/her education (academic or vocational). In order to qualify for a childcare deduction, the Family must demonstrate that:

[74] Approved under MTW 11/1/10

1. No adult household member is available to provide care during the hours needed;

2. The amount submitted for deduction is reasonable in terms of costs, number of hours and type of care;

3. The amount of childcare expense, which enables a family member to work, does not exceed the employment income earned. When more than one family member works, it should be assumed that the childcare expense enables the lowest paid individual to work, unless this is obviously not the case;

4. The amount is not paid to a family member living in the household;

5. The amount is not paid or reimbursed by an agency or individual outside the household. The applicant's written certification is needed as to whether any of the childcare payments have been or will be reimbursed by outside sources. If only a portion of the childcare expense is reimbursed, the remainder would be considered for deduction;

6. If the childcare provider also cares for other family members, the amount for the care of children under 13 must be prorated;

7. The amount is not paid for the care of any child under 13 years of age who resides in a household operating an in-home childcare facility. Such households will be determined able to provide care for their own household members and will not be eligible for a reduction from gross income.

   Child support payments for children who do not live in the unit are not considered childcare payments and, therefore, are not included in this allowance.

   The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Child Care Expenses Incurred	$ Amount of Deduction
Below $2,500	$0
$2,500 - $4,999	$2,500
$5,000 – $7,499	$5,000
$7,500 - $9,999	$7,500
$10,000 or more	$10,000

B. Handicapped Assistance Expense

Households may deduct anticipated expenses for attendant care and auxiliary apparatus for a member with a disability (according to the HUD definitions) if such expenses enable a family member (including the person with disabilities) to be employed. The amount of the deduction may not exceed the employment income received by the family member who is able to work as a result of the provision of attendant care or auxiliary apparatus for the person with disabilities.

Any family with a disabled family member may qualify for this allowance even if neither the Head of Household nor spouse is disabled.

1. For households under KCHA's WIN Rent program, out-of pocket expenses under this category will be combined with out-of-pocket Childcare Expenses, if any, when determining Adjusted Annual Income for the household.

2. Under the EASY Rent program, out-of-pocket expenses in this category will be combined with out-of-pocket Medical Expenses, if any, when determining Adjusted Annual income for the household.

Auxiliary apparatus includes items such as wheelchairs, ramps, adaptations to vehicles, special equipment to enable a blind person to read or type, etc. which directly relate to permitting the person with a disability or other family member to work. If the apparatus is a specially equipped van, the expense is to be based on the difference between it and the cost of a regular, moderately priced car.

Care attendant expenses may be paid to a relative only if it is determined that the relative is not a member of the family.

When a child care provider takes care of children under age 13 and a member with a disability 13 years or older, expenses must be prorated appropriately since the way in which child care and disabled expenses are computed differ.

C. Medical Expenses

Allowances for medical expenses are permitted when total "out-of-pocket" unreimbursed expenses exceed $2500.

The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Medical Expenses Incurred	$ Amount of Deduction
Below $2,500	$0

$2,500 - $4,999	$2,500
$5,000 – $7,499	$5,000
$7,500 - $9,999	$7,500
$10,000 or more	$10,000

Under KCHA's Hardship Policy, a WIN Rent Household may qualify for a Medical Deduction only when it can be demonstrated that the household's childcare and medical costs and calculated Total Tenant Payment (Rent + Energy Assistance Supplement) results in the household facing an "extraordinary cost of living".

In calculating the household's eligible expense level, include expenses that are not covered by outside sources, such as insurance, and that are anticipated to be incurred during the next 12 months following the family's examination/reexamination. Additionally, include the portion of expenses that were incurred during the 12 months prior to the annual review but were paid prior to the currently scheduled reexamination. Expenses such as the following would be allowed:

a. Services of doctors and health care professionals.

b. Services of health care facilitators.

c. Medical insurance premiums.

d. Prescription medicines.

e. Transportation to and from treatment facilities.

f. Dental expenses (including the costs of obtaining/repairing dentures).

g. Eyeglasses, hearing aids, batteries.

h. Live-in attendant or periodic medical assistance.

i. Monthly payment(s) on accumulated medical bills.

j. Costs associated with the use of a service animal trained to assist persons with physical disabilities. Grooming parlor expenses associated with luxury-type care, and costs incurred for boarding an animal when not in use are excluded.

IV. GUIDELINES FOR IMPUTING INCOME FROM ASSETS

These guidelines are to be used only if the total family assets are greater than $50,000. No income from assets is included in annual Income when the value of total family assets is less than $50,000.[75]

STEP I. Determining Whether Imputing Income is Necessary

A. Multiply the total assets by 0.75% (.0075).

B. Calculate the actual income received from all assets.

C. Compare the totals from A and B above and follow the applicable instructions below:

* If A is **less** than B, **STOP HERE.** The ACTUAL income from assets will be used to determine total family income. **NO FURTHER CALCULATIONS ARE NEEDED**.

* If A is **greater** than B, **CONTINUE TO STEP II.** to determine if you must impute income from assets.

STEP II. Calculating Disposal Costs

Use the following guidelines to determine the disposal cost of each family asset:

Type of Asset	Disposal Cost
Real Estate	10% of the assessed value
Mobile Homes	10% of the assessed value
Time Deposits or CD's:	
7-31 Days	All of the interest earned, or 1/2 of the interest that could have been earned, whichever is greater
32-364 Days	One month's interest
12-59 Months	Three months' interest
60-120 Months	Six months' interest
Stocks, Bonds, Annuities, Mutual Funds, etc.	Brokerage rates vary, contact the agent listed on the verification for a written estimate of disposal costs.
Savings, Checking, Money Markets	Generally, no disposal costs

STEP III. Calculating a Net Asset Value

[75] Approved under MTW 5/14/07

a. Deduct any applicable disposal cost found in STEP II above from the value of the corresponding asset. This is the Net Value of the Asset. (If an asset has no disposal costs, its Net Asset Value is the Actual Value of the asset).

b. Calculate the family's TOTAL NET ASSET VALUE

STEP IV. Calculating Imputed Income from Assets

a. Multiply the figure found in Step III. b. above (Total Net Assets) by 0.75% (.0075). This is the IMPUTED INCOME FROM ALL ASSETS.

STEP V. Comparing Imputed and Actual Income from Assets

a. Compare the Imputed income found in STEP IV above to the total actual income from assets (from STEP I. b.)

b. The amount added to the family's annual income is the greater of the imputed income found in STEP IV or the actual income from assets.

EXHIBIT D: PAYMENT STANDARD AND INCOME LIMITS

Housing Choice Voucher Program

INCOME LIMITS
Effective April 1, 2025

Family Composition	Extremely Low-Income	Very Low-Income	Low-Income
1 Person	$33,050	$55,000	$84,850
2 People	$37,750	$62,850	$96,950
3 People	$42,450	$70,700	$109,050
4 People	$47,150	$78,550	$121,150
5 People	$50,950	$84,850	$130,850
6 People	$54,700	$91,150	$140,550
7 People	$58,500	$97,450	$150,250
8 People	$62,250	$103,700	$159,950
9 People	$66,050	$110,000	$169,650
10 People	$69,800	$116,300	$179,350
11 People	$73,600	$122,550	$189,000

HOUSING CHOICE VOUCHER MULTI-TIERED PAYMENT STANDARDS

Effective January 1, 2025

1. Look for the zip code below to determine the tier for the unit.
2. Look at the bottom table for the bedroom size in that tier to determine the payment standard.

ZIP CODES AND PAYMENT STANDARD TIERS

ZIP Code	Tier
98001	4
98002	1
98003	2
98004	6
98005	6
98006	6
98007	6
98008	5
98010	1
98011	5
98014	3
98019	3
98022*	2
98023	3
98024	3

ZIP Code	Tier
98027	6
98028	4
98029	6
98030	3
98031	3
98032	3
98033	6
98034	6
98038	5
98039	6
98040	6
98042	3
98045	3
98047*	2
98051	1

ZIP Code	Tier
98052	6
98053	5
98055*	4
98056*	5
98057*	4
98058*	4
98059*	6
98065	3
98070	2
98072	6
98074	5
98075	5
98077*	5
98092*	2
98106*	2

ZIP Code	Tier
98108*	2
98126*	2
98133*	4
98146*	2
98148	3
98155	3
98166	2
98168	2
98177*	3
98178*	2
98188	3
98198	3
98224	2
98288	2
98354*	2

* These ZIP codes partially include non-KCHA jurisdictions and may be either outside King County or within Seattle or Renton city limits

MULTI-TIERED PAYMENT STANDARDS

	Studios	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
TIER 1	$1,610	$1,690	$2,020	$2,640	$3,440	$3,960	$4,480
TIER 2	$1,620	$1,700	$2,030	$2,650	$3,460	$3,980	$4,500
TIER 3	$1,640	$1,720	$2,070	$2,690	$3,510	$4,040	$4,570
TIER 4	$1,730	$1,820	$2,180	$2,830	$3,710	$4,270	$4,830
TIER 5	$2,070	$2,170	$2,530	$3,300	$4,310	$4,960	$5,610
TIER 6	$2,240	$2,350	$2,800	$3,650	$4,760	$5,480	$6,190

EXHIBIT E: ACCEPTABLE FORMS OF VERIFICATION

I. INCOME VERIFICATION

As a general rule, HA's are required to access the EIV system to obtain an Income Report for each household member on the Section 8 program. If the Income Report does not contain any employment or income information for the family or if the family disputes the amount given through EIV, the HA must use the next lower lever verification type (see below). The following is a list of income sources along with acceptable forms of verification:

A. Employment Verification

Except for the time of application or new admission (see Section 7), all employment verification must contain the EIV income report (if available) plus one of the following forms of verification for each family member receiving earned income prior to the calculation of income. The verification forms are in order of acceptability:

1. Verification from Employment Security

2. HA employment form (verification completed by the employer). If hand carried or faxed, the information must be followed up by oral confirmation. All third party employment verification forms must provide the following information:

   a. Date of hire;

   b. Frequency of pay and effective date of the last pay increase;

   c. Probability and effective date of any increase during the next 12 months;

   d. Bonus, commission and tip amounts, if applicable; and

   e. Manager signature and telephone number.

3. Check stubs or earning statements showing employee's gross pay per pay period and frequency of pay.

4. Oral (direct contact with reliable source) to be used only when written cannot be obtained and followed up with written verification.

5. W-2 forms if applicant has had the same job for at least two years and pay increases can be accurately projected.

6. Notarized statements, affidavits or income tax returns signed by the applicant describing self-employment and amount of income or income from tips and other gratuities.

B. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income.

1. Third party verification of applicants and household members receiving SS/SSI benefits:

    a. Since EIV does not contain SS or SSI benefit information of applicants, HA's are required to request copies of SS or SSI benefit letters, dated within the last 60 calendar days. If the applicant does not have the letter, direct them to the SSA website at www.socialsecurity.gov. Once received, the HA should use the gross benefit amount listed on the letter.

2. Third party verification of participants and household members receiving SS/SSI benefits:

    a. HA's are required to use EIV to verify SS/SSI benefits of current participants.

    b. If the participant agrees with the EIV amount, the HA will use the gross amount to calculate annual income.

    c. If the participant disputes the amount, they must provide a current SSA benefit letter dated within the last 60 calendar days.

    d. If the information is not in EIV or if the participant cannot provide the required documents, income is calculated as described in section 1.a. above.

3. For Social Security benefits due to age, apply the cost of living factor to the benefits reported on the previous determination of Total Tenant Payment. Reverify the income of all Social Security benefits under the age of 62 and recipients of Supplemental Security Income (SSI).

4. Photocopies of Social Security checks or bank statements are NOT acceptable forms of verification as the dollar amount may not be the gross benefit amount.

C. Unemployment Compensation.

1. Data obtained through EIV

2. Computer printout from the unemployment office stating payment dates and amounts or monetary determination form.

D. Public Assistance Payments.

1. HA Verification Form completed by Public Assistance Agency

2. Welfare agency's written statements as to type and amount of assistance family is now receiving, and any changes in assistance expected during the next 12 months.

3. Oral verification by HA personnel through use of the 1-800 DSHS hotline.

E. Alimony or Child Support Payments.

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support any payment schedules.

2. If an applicant/tenant who is eligible for child support states they are not receiving it or they are receiving less than the total amount they are entitled to receive, third party verification is required to support this. The entire amount indicated in the court papers is to be used to calculate income unless documentation indicates otherwise.

3. Acceptable documentation includes:

   a. a letter from the applicant's attorney stating they are not receiving the amount they are entitled to receive or

   b. a letter for Support Enforcement stating the above, or

   c. a copy of any revised court documents.

F. Net Income from a Business.

The following documents show income for the prior years. Consult with tenants and use this data to estimate income for the next 12 months.

1. IRS Tax Return, Form 1040, if any:

   Schedule C (Small Business)

   Schedule F (Farm Income)

Schedule E (Rental Property Income)

2. Audited or unaudited financial statement(s) of the business.
3. Loan Application listing income derived from the business during the previous 12 months.

4. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

G. Recurring Gifts

1. Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.

2. Applicant's notarized statement or affidavit that provides the information in G.1. above.

II. ASSET VERIFICATION

For combined asset values of less than $50,000, no verification is required and will not be included in the calculation of income[76]. Participants and applicants will be allowed to self-certify the asset amount up to $50,000. For combined asset values of $50,000 or greater, the following verification procedures apply:

A. Family Assets Now Held.

For non-liquid assets, collect enough information to determine the current cash value - the net amount the family would receive if the assets were converted to cash.

1. Verification forms, letters or documents from a financial institution, broker, real estate agent, etc. indicating current value of the asset and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash.

2. Passbooks, checking account statements, certificates of deposit, bonds or financial statements completed by a financial institution or broker. For checking and savings, use current balance in savings account and the last 6 months average monthly balance in checking account.

[76] Approved under MTW 5/14/07

3. Quotes from attorneys, bankers, stock brokers or realty agents as to net amount family would receive if they liquidated securities or real estate.

4. Real estate tax statements if tax authority uses approximate market value.

5. Copies of closing documents showing the selling price, the distribution of the sales proceeds and the net amount to the borrower.

6. Appraisals of personal property held as an investment.

7. Applicant's notarized statements or signed affidavits describing assets or to verify cash held at the applicant's home or in safe deposit boxes.

B. Assets Disposed of For Less Than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification.

1. For all certifications and recertifications, family's certification as to whether any member has disposed of assets for less than FMV during the two years preceding effective date of the certification or recertification.

2. If the family certifies that they did dispose of assets for less than FMV -- a certification that shows:

    a. all assets disposed of for less than FMV,

    b. the date they disposed of the assets,

    c. the amount the family received, and

    d. the assets' market value at the time of disposition.

C. Savings Account Interest Income and Dividends.

1. Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.
    a. Current interest amount can be obtained by contacting the source by phone and properly documenting the Verification Form.

2. Broker's quarterly statements showing value of stocks or bonds and the earnings credited the applicant.

3. If an IRS Form 1099 from the financial institution is acceptable, adjust the information to project earnings expected for the next 12 months.

D. Interest Income from Sale of Real Property Pursuant to a Purchase Money Mortgage, Installment Sales Contract, or Similar Arrangement.

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the applicant is NOT sufficient since appropriate breakdowns of interest and principal are not included.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

E. Rental Income from Property Owned by Applicant.

(Owners must adjust these amounts for changes expected during the next 12 months.)

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent checks, leases, or utility bills.

3. Documentation of applicant's income and expenses in renting the property (tax statement, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense.)

4. Lessee's written statement identifying monthly payments due the applicant and applicant's affidavit as to net income realized.

III. VERIFICATION OF DEDUCTION/ALLOWANCES

A. Childcare Expenses

1. Written verification from the person who receives the payments.

   a. If childcare is provided by a licensed business, verification on its letterhead stationery will be acceptable.
   b. If childcare is provided in a private home (i.e. friend, relative), written notarized verification will be required.

   c. If verification is unavailable, copies of tax returns may be used as well as actual bills and receipts.

2. Verifications must specify the hours and days during which the care is provided, the names of the children cared for and the frequency and amount of compensation received.

    a. Costs must reflect "reasonable hours" and "reasonable costs for the jurisdictions"(as costs may often vary by seasons.)

3. If the total childcare expense is state-subsidized and is $50 or less per month, Section 8 applicants and participants will be allowed to self-certify such amounts in lieu of obtaining third party documentation.[77]

B. Medical Expenses.

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc., including:

    a. The estimated medical costs to be incurred by the applicant and of regular payments due on medical bills

    b. Extent to which those expenses will be reimbursed by insurance or a government agency.

2. The insurance company's or employer's written confirmation of health insurance premiums to be paid by the applicant plus a copy of a receipt, canceled check or pay stub.

3. Social Security Administration's written confirmation of Medicare premiums to be paid by the applicant over the next 12 months.

4. For Attendant Care.

    a. Doctor's certification that the assistance of an attendant is medically necessary.

    b. Attendants written confirmation of hours of care provided and amount of frequency of payments received from the family (or copies of canceled checks the family used to make those payments).

    c. Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.

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[77] Approved under MTW 8/30/2004

5. Receipts, canceled checks or pay stubs that indicate health insurance premium costs, etc., that verify medical and insurance expenses also likely to be incurred in the next 12 months.

6. Copies of payment agreements with medical facilities or canceled checks that verify payments made on outstanding medical bills that will continue for all or part of the next 12 months.

7. Receipts or other records of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. Use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year.

C. Handicapped Assistance Expenses

1. Live-in aide care: In all cases, written certification from a doctor or a rehabilitation agency that the person with a disability requires the services of a Live-in aide or the use of auxiliary apparatus to permit the person with a disability to be employed or to function sufficiently independently to enable another family member to be employed.

   a. Live-in aide's written certification as to amount received from the applicant/tenant, frequency of receipt, hours of care provided and/or copies of canceled checks applicant/tenant used to make those payments.

2. Auxiliary apparatus: In all cases, written certification from a doctor or a rehabilitation agency that the person with a disability requires the services of an attendant or the use of auxiliary apparatus to permit the person with a disability be employed or to function sufficiently independently to enable another family member to be employed.

   a. Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.

   b. In cases where the person with a disability is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

   c. Family's written certification as to whether they receive reimbursement for any of the expenses in Paragraphs 1 and 2 above and the amount of any reimbursement received.

IV. OTHER GENERAL VERIFICATION

A. Family Type and Membership in Family.

1. For an elderly household age may be provided by:

   a. A copy of a birth certificate, baptismal certificate, census record, or

   b. Receipt of SSI Old Age benefits or Social Security retirement benefits.

2. For Disabled Head or Spouse, an applicant or Participant/Tenant receiving Social Security benefits or Supplemental Security Income (SSI) disability benefits will be considered to be disabled under HUD's definition, (an applicant receiving veteran disability benefits, however, does not necessarily qualify as disabled under HUD's definition). A family who is not receiving either of the above benefits may still qualify by providing verification from a health or service professional. After admission, a family must continue to qualify as a disabled family at the time of their annual reexamination in order to continue to be considered a disabled household member. However, a person with disabilities who "recovers" can remain in subsidized housing but is no longer considered disabled for deduction purposes.

3. Self-certification of family membership will be accepted at the time of admission to the program, however, family members being added after admission must verify relationship by birth certificate, adoption papers and/or custody agreements.[78]

4. Medical need for larger unit. Certification from a reliable medical source that such arrangements are medically necessary.

B. Registered Lifetime Sex Offender Status

The Housing Authority will use the DRU Sjordin National Sex Offender database located at www.nsopw.gov to verify national sex offender status for all members of an assisted household.

V. VERIFICATION FOR TENANT SELECTION PREFERENCES

A. Involuntary Displacement Preference.

Applicants will be considered involuntarily displaced if they (a) have already vacated a unit and are not living in standard permanent replaced housing, or (b) within no more than six months from the date of certification, the family will be forced to vacate their unit for any of the reasons described in Section 5.

Required verification for an Involuntary Displacement Preference includes:

[78] Approved under MTW 5/1/2004

1. Written certification from a unit of government concerning displacement due to a disaster;

2. Written certification from a unit of government concerning displacement due to code enforcement or public improvement/development;

3. Certification from an owner concerning displacement due to Owner action

   a. An applicant will not be considered displaced unless there was a prior rental agreement between the owner and the applicant. Verification must include a rental agreement and canceled checks or money orders showing rental payment for not less than 90 days.

   b. The individual serving the notice of displacement must legally own the property in which the applicant resides. (Renters can't displace.)

4. HUD-approved VAWA certification form or certification from local police, social service agency, court of law, physician or public/private shelter/counseling facility concerning displacement due to domestic violence. An applicant who qualifies for a preference based on domestic violence must certify that the abuser will not reside with the applicant without prior HA approval.

5. For displacement due to reprisals, certification from a law enforcement agency indicating that family members provided information on a criminal activity and that the agency recommends relocating the family to avoid or minimize the risk of violence due to retaliation.

6. For displacement due to hate crimes of a recent or continuing nature, certification from a law enforcement agency stating that the family member has been a victim of a hate crime and has vacated the housing unit because of such a crime.

7. For displacement due to inaccessibility, certification by a health care professional that a family member has a mobility or other impairment that makes the current unit inaccessible and a statement by the owner that they are not legally obligated to make the necessary changes to the unit.

8. For displacement due to HUD disposition of a multifamily project, certification by HUD of the disposition.

B. Substandard Housing Preference.

Applicants will be considered to be living in substandard housing if they (a) qualify as a homeless family (as defined in Section 2) or (b) is living in a unit that is considered dilapidated, does not have operable indoor plumbing, a flush toilet, a usable bathtub or shower, adequate electrical service, a kitchen, adequate heat source, or has been declared unfit for habitation.

Required verification for this preference includes:

1. Written certification from a unit of government that the unit's condition meets the federal definition of substandard;

2. Written certification from an applicant's current landlord that the unit's condition meets the federal definition of substandard;

3. For "homeless families," written certification of their status from a public/private facility providing shelter to the family, from local police or a social service agency. (This includes applicants receiving HOPWA funding.)

4. For the Family Unification Program only, written documentation from the current landlord or child welfare agency certifying the family is, or will be, living in an overcrowded situation once the family is reunited. Verification must include:

    a. Number of people living in the unit, or could be living in the unit after unification;

    b. The number of bedrooms in the unit; and

    c. Whether there are any rooms that could qualify as a living/sleeping room.

C. Paying more than 50 percent of Income Preference

Applicants will be considered to be a rent burden if they are (a) paying more than 50% of their income for rent and utilities and (b) have been paying this amount for more than 90 days. Applicants will not qualify for this preference if the reason they are paying more than 50% of their income is because their housing assistance under the Section 8, Public Housing, Rent Supplement, or Section 236 program was terminated for refusal to comply with applicable program policies and procedures.

Required verification for this preference includes:

1. Third party verification of all income sources, as required by the HA;

2. For rent, an applicant is required to produce a copy of either a lease (rental agreement) or rent receipts showing the applicant has been paying over 50% of their income for rent for the previous 90 day period. If the submitted

documentation is not satisfactory, however, further information will be requested.

3. For utility allowances, an applicant can choose to either:

   a. Use the HA's Section 8 Utility Allowance (if the applicant provides documentation showing the bedroom size of their current unit); or

   b. Provide information (copies of bills, receipts, etc.) of all utility payments made for the prior 12 month period, or if information is not obtainable, for the entire period of an appropriate recent period (such period shall be no less than six consecutive months).

D. Extremely Low Income

Applicants will be considered extremely low income if total verified household income is equal to or less than the higher of the Federal poverty level or 30% of the Area Median Income for their household size.

VI. SOCIAL SECURITY DISCLOSURE AND DOCUMENTATION

A. Disclosure and Documentation Requirements

All tenants and applicants to the HA's Section 8 Housing Program must disclose and document (as described in VI.B. below) complete and accurate Social Security Numbers (SSN's) assigned to the applicant/tenant and to each household member, including live-in aides and foster children.

1. A family is required to disclose and document the proper SSN for each household member. However, the HA may not deny assistance to a Mixed Family due to non-disclosure of an SSN by an individual who does not contend to have eligible immigration status.

2. **Rules for Applicants**: Submission of SSNs and acceptable documentation must be provided during the applicant's final determination of program eligibility. Applicants **may not be housed in a unit** prior to the submission of required information for **ALL** household members, except as those included as members of a Mixed Family who do not contend to have eligible immigration status (see item VI.A.1 above).

   a. Applicants to the Section 8 Moderate Rehabilitation SRO program may be admitted to the program without providing the requested documentation, however, the individual must provide the HA with such documentation within 90 calendar days of admission (a 90-day extension may be granted for

unforeseen circumstances at the discretion of the HA). If the individual fails to provide proper documentation within the time allowed, the HA must terminate the assistance.

3. **Rules for Current Tenants as of January 31, 2010**: Excluding persons age 62 or over as of January 31, 2010, disclosure and documentation of a complete and valid SSN is required no later than the date of the **next regularly scheduled recertification or interim review** of income, family composition and program eligibility for all occupants who:

   a. Have not previously disclosed a SSN;

   b. Previously disclosed an SSN that HUD or the SSA determined was invalid; or

   c. Have been issued a new SSN.

   Current occupants over age 62 as of January 31, 2010 are not required to provide additional verification. This exemption continues in the current unit, or in any future assisted unit in which the occupant may reside.

4. **Rules regarding the addition of NEW Household members**:

   a. Addition of family members under the age of 6 who have not previously been assigned a SSN: Such children may be added to the program, however, the family must disclose and **document a valid SSN within 90 calendar days** of the child being added to the household;

      i. At the HA's discretion, an additional 90 days may be granted where failure to comply was due to circumstances that could not have been reasonably foreseen and were outside the control of the participant.

   b. Addition of family members age 6 and over or who are under age 6 and have an assigned SSN: The family must disclose and document the assigned SSN upon requesting to add the new family member, or at the time of processing the interim and recertification of family composition that includes the new member(s).

   c. In accordance with procedures outlined in item C.2 below, the HA must terminate the assistance of any participant (and the participant's household) for failing to meet applicable SSN disclosure and documentation requirements for all household members, including live-in attendants and foster children.

B. Acceptable Forms of Documentation

Documentation accepted to verify the Social Security Number of an individual will include the following:

1. A valid Social Security card issued by the Social Security Administration of the Department of Health and Human Services;

2. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. For example, a state driver's license that displays the Social Security Number;

3. Such other evidence of the SSN as HUD may prescribe or approve.

4. For participants in the VASH program only, the following alternatives will also be accepted as valid verification of a SSN:
   a. A DD-214 or a VA verified 10-10EZ .
   b. If no other means of verification is available, self-certification of the SSN will be accepted. This will require:
      i. Self-certification of the SSN and
      ii. At least one third-party document, such as a bank statement, utility or cell phone bill, or benefit letter that contains the name of the individual. This list includes VA-issued photo ID and documents.
      iii. 90 to 120 days after housing, the SSN will be verified via the EIV system. If the system is unable to verify the self-certified SSN, the tenant will be required to provide further documentation.

Note: Photocopies or plastic replicas of an individual's Social Security card cannot be accepted.

C. Inability to provide Social Security Number Documentation

1. **Denial of Eligibility for Applicants**. The HA must deny the eligibility of any applicant household who has not met the SSN disclosure and documentation requirements for each household member, including live-in attendants and foster children. **However, if the family is otherwise eligible, they may retain their place on the waiting list for 90 calendar days** in order to allow the applicant time to provide the required documentation for all household members. If the applicant fails to comply with applicable SSN disclosure and documentation requirements within the time period specified, their application will be cancelled and removed from the waiting list.

   a. The HA may defer the cancellation, and provide the household an additional 90 calendar days to disclose and document a SSN only if the HA determines (in its discretion):

i. The failure to meet the requirement was due to circumstances that could not have reasonably been foreseen and were outside the control of the applicant; **and,**

ii. There is reasonable likelihood that the applicant will be able to disclose and document the missing SSN data within the 90 day extension period.

b. **In no case can the applicant be housed** until SSN disclosure and documentation requirements have been met for all members of the household, including live-in attendants and foster children.

2. **Termination of Assistance for current Participants**. The HA must terminate the assistance of any participant (and the participant's household) for failure to meet applicable SSN disclosure and documentation requirements for each household member, including live-in attendants and foster children.

a. The HA may defer the termination, and provide the household an additional 90 calendar days to disclose and document a SSN only if the HA determines (in its discretion):

i. The failure to meet the requirement was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant; **and,**

ii. There is reasonable likelihood that the tenant will be able to disclose and document the missing SSN data within the 90 day extension period.

VII. VERIFICATION OF RESTRICTIONS ON ASSISTANCE TO NONCITIZENS

A. Each family member, regardless of age, must submit the following evidence to the Housing Authority:

1. For citizens, the evidence consists of a signed declaration of U.S. Citizenship;

2. For noncitizens who are 62 years of age or older, the evidence consists of a signed declaration of eligible immigration status and a proof of age document;

3. For all other noncitizens, the evidence consists of a signed declaration of immigration status, the eligible USCIS documents (see Section F of this Exhibit), and a signed verification consent form.

4. Family members who choose not to contend they are a U.S. Citizen or have eligible immigration status, are not required to sign the declaration, however, the family must identify to the Housing Authority which member(s) have elected not to contend.

B. The declaration is a form signed under penalty of perjury whereby each family member declares whether they are a U.S. citizen or have eligible immigration status. The verification consent form allows the Housing Authority to verify declared immigration status with the USCIS. Each adult **must** sign both the declaration and consent forms. For each child, the declaration and consent forms **must** be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

C. The Housing Authority shall require evidence of eligible status be submitted at the following times:

1. For applicants, the evidence must be submitted at the time of original application.

2. For new occupants of assisted units, the evidence shall be submitted at the first interim or regular reexamination following the person's occupancy.

D. Extensions

1. The Housing Authority **must** extend the time for applicants and residents to submit the required evidence **if** the family member:

   a. Submits the declaration certifying eligible immigration status; and

   b. Certifies that the evidence needed to support the claim is temporarily unavailable, additional time is needed to obtain the evidence, and prompt and diligent efforts will be made to obtain the evidence.

2. The Housing Authority's decision to deny or grant an extension **must** be issued to the family by written notice. If the extension is granted, the notice will state the period of extension, not to exceed a maximum limit of 30 days. If the extension is denied, the notice shall explain the reasons for the denial.

E. For each family member, the family is required to submit evidence of immigration or citizenship status only once during continuously assisted occupancy under any covered program.

F. Acceptable evidence of eligible immigration status are as follows:

1. **Form I-551** Alien Registration Card

2. **Form I-94** Arrival Departure Record annotated with one of the following:

   a. Admitted as Refugee Pursuant to Section 207

   b. Section 208 or Asylum

   c. Section 243(h) or Deportation stayed by Attorney General

   d. Paroled Pursuant to Section 212(d)(5) of the INA

3. **Form I-94** Arrival Departure Record not annotated, must be accompanied by one of the following:
   a. A final court decision granting asylum
   b. A letter from the USCIS asylum officer, or from the INS district director granting asylum
   c. A court decision granting withholding or deportation
   d. A letter from an USCIS asylum officer granting withholding of deportation

4. **Form I-688** Temporary Resident Card annotated with Section 245A or Section 210

5. **Form I-688B** Employment Authorization Card annotated with Provision of Law 274a.12(11) or Provision of Law 274a.12

6. A receipt from the USCIS indicating the application for issuance of a replacement document for one of the above.

G. When the eligible evidence is submitted, the Housing Authority **must** verify the family's eligibility status in the following manner:

1. Primary Verification: The Housing Authority **must** contact the INS automated verification system (SAVE) to reverify the documents. The SAVE system provides access to names, file numbers, and admission numbers of noncitizens. Should the SAVE system confirm eligibility, the family will be eligible for assistance. Should the SAVE system not confirm eligible immigration status of the family, the Housing Authority **must** institute Secondary Verification.

2. Secondary Verification: This is a manual search of the USCIS records requested by the Housing Authority in writing within 10 days of receiving the results from the SAVE system. The manual search is initiated by forwarding

copies of the original USCIS documents provided by the family, attached to the USCIS document G-845S, to the designated USCIS office for review.

H. If a family fails to submit the required evidence within the time period specified, or if the evidence is submitted, but fails to establish eligible immigration status as described in paragraph G.2. of this section, the Housing Authority shall determine the family or family members ineligible and notify them of their options under the program.

EXHIBIT F: DISPOSITION of RECORDS POLICY

A. ADMINISTRATION

The activity of identifying qualified families and providing public housing and/or low-income housing subsidies pursuant to Title 24 CFR and/or other federally-subsidized public housing program. Also includes unsubsidized residential housing on agency-owned property.

1. Application (Tenant/Participant) – Criminal Conviction Records/Sex Offender Registry

Criminal conviction records obtained from law enforcement agencies by the housing authority for use in screening applicants for admission to housing programs and/or for lease enforcement or eviction of families residing in public housing or subsidized housing pursuant to 24 CFR Part 5 Subpart J. Also includes applicants for unsubsidized residential housing on agency-owned property. Also includes sex offender registration information obtained from any state or local agency responsible for the collection or maintenance of the state sex offender registration program pursuant to 24 CFR §5.905.

Retain until purpose(s) for which the record was requested has/have been accomplished and expiration of period for filing a challenge to the housing authority action then **Destroy**.

2. Application (Tenant/Participant) – Ineligible or Withdrawn

Records relating to the application process for public housing or Section 8 where the applicant is determined to be ineligible, or where the application is withdrawn by the applicant. Also includes applicants for unsubsidized residential housing provided by the agency.

a. Includes, but is not limited to:
   - Application (and supporting data);
   - Social Security Number disclosure consent, documentation, verification, discrepancy,
   - investigation and resolution;
   - Eligibility verification documentation (consent forms, wage & claim information, etc.);
   - Correspondence and notifications to applicant;
   - Racial, ethnic, gender, and place of previous residency data;
   - Applicant appeal/hearing records.

b. Excludes:
   - Ineligibility appeals based on immigration status, which are covered by HA2014-001;
   - Appeals filed by existing tenants/participants, which are covered by HA60-01-52.

Retain for 3 years after application withdrawn or applicant determined ineligible and expiration of appeal period and conclusion of appeal, if filed then **Destroy**.

3. Application (Tenant/Participant) – Ineligible Due to Immigration Status (Appealed)
Records relating to the denial of public housing or subsidy assistance to applicants **based on immigration status** where the decision is appealed to U.S. Citizenship and Immigration Services (USCIS) (formerly Immigration and Naturalization Service (INS)) or through an informal hearing process pursuant to 24 CFR § 5.514.

a. Includes, but is not limited to:
   - Correspondence and notifications to and from applicant;
   - Application for financial assistance;
   - Photocopies of any original documents (front and back), including original USCIS documents;
   - Signed verification consent forms;
   - USCIS verification results;
   - Request(s) for USCIS appeal and/or informal hearing;
   - Final USCIS determination and/or informal hearing decision(s).

b. Excludes:
   - Denials that are not appealed, which are covered by HA60-01-51;
   - Termination of assistance to existing tenants/participants covered by HA60-01-52.

Retain for 5 years after resolution of informal hearing or USCIS appeal then **Destroy**.

4. Police Reports
Informational notifications received from law enforcement agencies relating to incidents occurring within the jurisdiction of the housing authority.

Retain until no longer needed for agency business then **Destroy**.

5. Tenant/Participant Files
Records relating to tenants and/or participants who participate in a federally-subsidized housing program administered by public housing agencies. Also includes tenants of unsubsidized residential housing on agency-owned property.

a. Programs include, but are not limited to:
   - Public Housing (Title 24 CFR);
   - Housing Choice Voucher (Section 8) (Title 24 CFR);
   - HOME Investment Partnerships (tenant-based rental assistance, etc.) pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act (24 CFR Part 92);
   - Rural Housing Stability Assistance pursuant to Subtitle D of Title IV of the McKinney-Vento Homeless Assistance Act (42 USC § 11408);

- Rental Assistance (Rural and/or Farm Labor) pursuant to 7 CFR Chapter XVIII (regulated by the United States Department of Agriculture (USDA)).

b. Records include, but are not limited to:
   - Application (and supporting data) from the family;
   - Eligibility verification documentation (consent forms, wage & claim information, Social Security Number discrepancy/investigation/resolution, copies of original documents of eligible immigration status (24 CFR § 5.510), etc.);
   - Family income/composition reexaminations (HUD Family Report Form 50058, Landlord's
   - Record of Certification Form 50059, Enterprise Income Verification (EIV) reports, etc.) conducted pursuant to 24 CFR § 960.257, 24 CFR § 5.657, 24 CFR § 884.218 , etc.;
   - Executed lease;
   - Housing Assistance Payments (HAP) contract (HUD forms 52641, Tenancy Addendum 52641-A);
   - Basis for determining (reasonable) rent pursuant to 24 CFR 982.158(f)(7);
   - Family Portability Information (HUD-52665);
   - Request for tenancy approval (HUD-52517);
   - Special admission documentation (such as non-waiting list, HUD-targeted assistance provided in accordance with 24 CFR § 982.203);
   - Lead-based paint records required by 24 CFR Part 35, Subpart B (**IMPORTANT**: See exclusion, below);
   - Move-in/move-out inspection reports (FORM HUD-90106, etc.);
   - Disposition of tenant/participant personal property;
   - Termination of subsidy;
   - Grievance/informal hearing procedures;
   - Correspondence with tenants/participants (including notifications, complaints and responses, notices of entry of dwelling unit during tenancy, etc.).

c. Excludes records covered more specifically in this retention schedule or the Local Government Common Records Retention Schedule (CORE) including, but not limited to:
   - Low Income Housing Tax Credit (LIHTC) records covered by HA2014-006 and HA2014-007;
   - Lead-based paint abatement/remediation on agency-owned property, which is covered by CORE series GS50-19-15;
   - Criminal records checks covered by HA60-09-49;
   - Damage claims and collections covered by CORE series GS50-01-10 and GS50-03B-14.

Retain for 6 years after termination of lease or subsidy, whichever is later and expiration of appeal period and conclusion of appeal, if filed then **Destroy**.

6. Waiting Lists (Tenant/Participant)

Records relating to the creation, monitoring, closing, and opening of waiting lists for any/all programs offered by the housing authority.

a. Includes, but is not limited to:
   - Opening and closing of waiting lists (public notices, etc.);
   - Correspondence to and from applicants relating to the waiting list (update notifications, recertification, change in preference status, interview notification, etc.);
   - Removal of applicants from waiting list (non-response, change of circumstances, etc.).

Retain for 3 years after end of fiscal year then **Destroy**.

B. PROGRAMS

1. Family Self-Sufficiency (FSS) Programs

Records relating to participation in a Family Self-Sufficiency (FSS) Program in accordance with 24 CFR § 984 by families receiving public housing and/or low-income housing subsidies pursuant to Title 24 CFR.

a. Includes, but is not limited to:
   - FSS contract of participation (FORM HUD-52650, etc.);
   - Escrow account credit worksheet (FORM HUD-52652, etc.);
   - Records documenting family responsibility fulfillment (training and services, welfare assistance certification, etc.);
   - Escrow account reports;
   - Termination of family's participation (for any reason, including successful completion of program, non-compliance, etc.).

b. Excludes:
   - Tenant/Participant Files covered by HA60-01-52;
   - Financial records, which are covered in CORE – Financial Management.

Retain for 6 years after completion, termination, or expiration of contract of participation then

C. REPORTING

1. Reporting (Applicant/Tenant/Participant-Specific) – Mandatory

Records relating to reports pertaining to **specific applicants, tenants, and/or participants** which are required to be submitted to a regulatory agency in accordance with Title 24 CFR, **where not covered by a more specific records series**.

a. Regulatory agencies may include, but are not limited to:
   - United States Department of Housing and Urban Development (HUD);
   - Department of Homeland Security (DHS);
   - United States Department of Agriculture (USDA);
   - U.S. Citizenship and Immigration Services (USCIS).
b. Records may include, but are not limited to:
   - Reports and supporting documentation;
   - Confirmation of submission, revisions, corrections, etc.;
   - Correspondence, inquiries, etc.
c. Includes, but is not limited to:
   - Notification to U.S. Citizenship and Immigration Services (USCIS) of aliens not lawfully present in the United States pursuant to section 404 of the Welfare Reform Act.
d. Excludes:
   - Reporting which is NOT specific to individual applicants, tenants or participants;
   - Reporting relating to finances, which is covered by CORE series GS2011-189, Reporting/Filing (Mandatory) – Financial Management;
   - Records covered in the Low Income Housing Tax Credit (LIHTC) section of this records retention schedule.

Retain for 3 years after submission of report and until completion of State Auditor's examination report then **Destroy**.

EXHIBIT G: ACCOMMODATION OF PERSONS WITH DISABILITIES

I. REGULATORY BACKGROUND

King County Housing Authority (KCHA) complies with Title VI of the Civil Rights Act of 1964 and the Fair Housing Amendments Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1968), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act, (as amended by the ADA Restoration Act), the Washington Law Against Discrimination, R.C.W. 49.60 et seq., and King County Code 12.20 et seq. KCHA will comply with any legislation, implementing rules and regulations, protecting the rights of applicants, participants or staff that may subsequently be enacted.

Although the above-cited anti-discrimination laws vary from each other in their wording, their prohibitions against discrimination are similar and well summarized by the following excerpts:

The Fair Housing Act regulations state: "It shall be unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas."

Section 504 of the Rehabilitation Act of 1973 provides that "no otherwise qualified individual with handicaps in the United States… shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anti-discrimination laws require the Housing Authority to make reasonable accommodation in the rules, policies, practices or services in order to give a person with disability an equal opportunity to apply for housing and use and enjoy a dwelling unit or common space, unless doing so, would result in a fundamental alteration in the nature of the housing program, or poses an undue financial and/or administrative burden.

II. DEFINITIONS

PERSON WITH A DISABILITY

The Federal definition of disability provides:

1. Has a physical or mental impairment that substantially limits one or more major life activities;

- A physical impairment that includes but is not limited to a physiological disorder, contagious disease, cosmetic disfigurement or anatomical loss in one or more systems. The disability could be neurological, musculoskeletal, respiratory, cardiovascular, digestive, reproductive, genito-urinary, hemic, lymphatic, skin or endocrine.

- A mental impairment or psychological disorder. The disability includes, but is not limited to, mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disorders.

- Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

2. Has a record of such impairment (which means the individual has a history of impairment or a record of having been misclassified as having impairment.)

3. Is regarded as having such an impairment, the individual has no impairment or has an impairment not limiting major life activity, but is treated as disabled by agency qualified medical, rehabilitation or other non-medical service agency professional.

   Furthermore, the Washington State Law Against Discrimination (WLAD) defines disability to mean the presence of a sensory, mental, or physical impairment that:

   - Is medically cognizable or diagnosable, or

   - Exists as a record or history, or

   - Is perceived to exist, whether or not it exists in fact.

Under the WLAD, a disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated.

The definition of disability used may vary depending upon the request.

Note: Although some state and federal laws may use the terms “handicap” or “impairment”, the preferred term is “disability”.

III. RESTRICTIONS ON QUESTIONS ASKED OF PEOPLE WITH DISABILITIES

The Housing authority (HA) may ask all applicants questions that relate to their ability to meet the requirements of the Section 8 program. However, the HA cannot ask certain questions only of people with disability or people it believes may have a disability. As an example, the HA can only ask applicants if they currently use illegal drugs if it asks all applicants the same question. The question cannot be asked only to people with disabilities or to individuals the HA believes has a disability.

The general rule is that the HA cannot ask a person with a disability about the nature or severity of a disability, or any question that would require the person to waive or disclose a medical condition or medical history. Nor can the HA ask whether any member of the applicant's family or any friend or associate has a disability. For example, the HA cannot ask any of the following questions:

"Have you ever been treated by a psychiatrist?"
"Have you ever been in drug or alcohol rehab?"
"Do you take medications?"
"Can you live independently?"

However, there are exceptions to this general rule:

- If during the screening process negative information is revealed about a person's past tenancies, the HA can ask the person to explain the negative information. The person may choose to reveal information about the existence, nature, or severity of their disability that helps to explain the presence of negative information. The applicant may also decide not to say anything about their disability. That is the person's right. The HA, however, has the right to review and respond to negative information on a case by case basis.

- If an applicant or participant requests the HA provide reasonable modifications or accommodations, the HA may ask the person to verify that they have a disability and the need for the requested accommodation.

- If an applicant is applying for housing that is designated for persons with disabilities, the HA may ask the person to document that they have a qualifying disability. Unless the person is applying for housing designated for individuals with a particular type of disability, the HA cannot inquire about the nature of a person's disability as long as the Housing Authority has sufficient information to determine eligibility according to the program's guidelines (a person is not obligated to reveal that they have a disability; however, a person who chooses not to reveal their disability would not be able to establish their eligibility.)

IV. VERIFICATION OF DISABILITY

An applicant may not be required to give the HA their medical records as proof that they have a disability or a particular disability. A letter from the person's doctor or other qualified professional stating that they have a disability that satisfies the eligibility requirement is sufficient documentation. It is not required that this documentation be completed by a physician. Other professionals, such as rehabilitation centers, service agencies, social workers or similar professionals familiar with the person's disability may be able to provide such verification.

V. CONFIDENTIALITY OF DISABILITY INFORMATION

All information that is obtained about a disability, such as medical information, must be kept confidential. The HA can only reveal this information to others with the applicant or participant's permission, or as necessary to provide reasonable accommodations.

VI. VERIFICATION OF NEED FOR REASONABLE ACCOMMODATION

If a reasonable accommodation is requested, the HA may ask the applicant/participant to provide reliable documentation (not medical records) that they have a disability, along with documentation of the need for the particular accommodation. Verification of need may not be requested in every situation, especially in cases where the disability may be readily apparent to a HA representative. An example of where verification of need from a third party may not be needed is a request for a wheelchair accessible unit where it is readily apparent that the requesting individual uses a wheelchair. Generally, if the HA is unfamiliar with an applicant/participant or the person's need is not readily apparent, we may request verification of need. An applicant or participant may contact the Section 504 Coordinator to determine whether verification of need is required. The type of verification needed will depend upon the specifics of the situation. Finally, the HA will not ask any questions about the nature or severity of the disability except as specifically related to the requested accommodation.

VII. GENERAL POLICY GUIDELINES ON REASONABLE ACCOMMODATIONS

The requirement to provide reasonable accommodation is intended to provide equal opportunity for persons with disabilities to participate in housing programs through modification of policies, procedures, or structures. This policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled participants or applicants. It may mean, however, that persons with disabilities will sometimes be treated differently in order to ensure equal access to programs and services.

The HA is committed to providing accommodations to qualified persons with disabilities so that the choice of living arrangements is, as a whole, comparable to other persons eligible for housing assistance under the same program as long as the accommodation is reasonable (i.e., does not cause undue financial and/or administrative burden or cause a fundamental alteration in the nature of the program.) In seeking an accommodation, a

qualifying applicant/resident may request a change in the HA's rules, policies, or procedures (e.g., how the HA communicates with a resident).

KCHA will work with an applicant/participant to make an accommodation that is reasonable and that suits their needs, giving priority to those methods that offer programs and activities in the most appropriate integrated setting. Individuals with the same disability may not need, or desire, the same level of accommodation. There is no standard approach and what works for one person may not work for another in the same situation.

Information regarding the availability of reasonable accommodations will be made available to applicants and participants at time of application, during initial housing and at the time of annual review. This type of information will also be provided at other times the HA deems appropriate, or at other times as requested by the applicant or participant.

Forms and other documents used for applicants and participants will, as much as feasible, be written in plain, intelligible language. Upon request, the HA will present documents in alternative formats, provide auxiliary aids, or communicate with a third party designated by the applicant or participant.

Reasonable accommodations will be made in response to individual requests from a qualified person with disabilities. The request may be made in any manner that is convenient for the person with a disability, including a verbal request to their Section 8 caseworker. When a verbal request is made by the participant, the housing staff member who receives the verbal request will send a letter summarizing the request to the participant within 14 days. HA staff can encourage participants to make the request using a form that the HA provides (KCHA 826) or use it as a guide in making the request. If the participant needs assistance making the request, the HA will assist in completing the form. Once completed and received at the Central Office (with verification, if needed), the HA will respond to the participant in most cases within 45 days, unless there is a problem verifying the information needed or unless the participant and the HA agree to a longer period of time.

VIII. EXAMPLES OF REASONABLE ACCOMMODATIONS

This list is not exhaustive or comprehensive, but is merely meant to illustrate examples of different accommodations that may be requested by individuals with disabilities.

Communications

To facilitate communication with persons with disabilities, KCHA will furnish auxiliary aids. An auxiliary aid means services or devices that enable persons with sensory, manual or speaking disabilities to have an equal opportunity to participate in, and to enjoy the benefits of programs and activities. However, the HA is not required to

provide individually prescribed devices, readers for personal use or study, or other services of a personal nature. In determining what auxiliary aids are necessary, the HA will give primary consideration to the request(s) of the individual with disabilities.

Aids and services, to be equally effective, are not required to produce identical results for individuals with disabilities and non-disabled persons, but should afford individuals with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement. Examples may include:

- Making arrangements to accept an application or conduct an interview elsewhere if the office is not accessible.
- Providing individual and/or additional explanation of program rules and requirements.
- Sending mail or making phone calls to a person designated by the individual with disabilities as a contact person.
- Offering information in accessible formats (e.g., large type) and in plain language.
- Providing pencil and paper for those with speech difficulties, a sign language interpreter or a reader, telecommunication device for the deaf (TTY), or Assistive Listening Device (ALD.)
- Providing visual alarms and tactile signs.
- Providing written information that gives the name, address and telephone number of the HA's Section 504 coordinator, as well as the TTY number.
- Extending a Voucher term past 120 days.
- Permitting a Section 8 participant to rent from a relative.

General Accommodations

- Permitting an additional bedroom to accommodate a household member with a disability when the additional bedroom is documented to be medically necessary.
- Approving a higher utility allowance if documentation is provided showing why it is needed.
- Adding to the household a live-in aide who will reside in the unit and provide necessary support services.

- Reinstating an application to its original place on the waiting list if an applicant shows that their disability prevented them from checking in as required or providing required paperwork in a timely manner.

IX. GENERAL GUIDELINES FOR REVIEWING REASONABLE ACCOMMODATION REQUESTS

In most instances, the HA will accept the judgment of the person with disabilities that the requested accommodation is the most appropriate, but the HA will take into account the associated financial and/or administrative burdens. The HA may explore alternatives to the requested accommodation where the alternative accommodation meets the individual's disability-related need.

If a number of potential accommodations will satisfy the needs of the person with disabilities (and are equally effective), the HA retains the right to select the accommodation that is most administratively convenient and cost-effective. This includes the option to select a change in procedure or policy rather than to make a structural change when the procedure changes would be equally effective.

If the requested accommodation creates an undue financial and/or administrative burden, the request will be accommodated to the extent that it can be met without creating undue burdens.

If the request constitutes a fundamental alteration in the nature of the program, the request will be denied. However, the HA may approve any action that would not result in a fundamental alteration but would nevertheless ensure that a person with disabilities has an equal opportunity to receive the program benefits and services. The HA's determinations with respect to fundamental alterations will be made on a case-by-case basis.

Types of actions which would be denied include, but are not limited to:

- Engaging in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff;
- Actions that require the HA to add supportive services (e.g. counseling, medical, or social services) that fall outside the scope of existing services offered by the HA to applicants/participants in the program;
- Actions that require the HA to offer housing or benefits of a fundamentally different nature from the type of housing or benefits that the HA does offer;
- Actions that substantially impair the HA's ability to meet program requirements.

X. GENERAL GUIDELINES FOR PROCESSING REASONABLE ACCOMMODATION REQUESTS

Once a Request for Reasonable Accommodation is received, the following guidelines will be used to evaluate the request:

Step 1. Is the disability documented or readily apparent?

- If the disability is not documented or readily apparent, the HA must obtain third party verification that the individual is a person with a disability.
- If necessary documentation is not provided or the disability is not otherwise verifiable, the HA is not obligated to make a reasonable accommodation and may deny the request. An applicant or participant will be advised of their right to provide additional information for reconsideration of their request.

Step 2. Is the requested accommodation related to the disability?

- If the RA is not related to the disability, the HA is not obligated to make the accommodation and may deny the request.
- If more information is needed to determine that the accommodation request is related to the disability, the applicant will be notified that additional information is needed.

Step 3. Is the requested accommodation reasonable?

- If the RA is reasonable, the HA will approve the request. A written description of the accommodation will be included in the approval letter.
- If more information is needed, the HA will notify the applicant/participant either verbally or in writing.
- If the RA is not reasonable, the HA may deny the request or offer an alternative accommodation. The denial will be made in writing.
- Applicants and participants who have been denied reasonable accommodations are entitled to pursue available grievance procedures, including an informal meeting and/or hearing with the Housing Authority.

XI. DISAGREEMENT WITH TYPE OF ACCOMMODATION

Applicants/participants are encouraged to request an informal meeting with the HA if the applicant/participant does not agree with the outcome of their request. If they subsequently request a different accommodation because they believe that an incorrect accommodation was made, or that the accommodation that was made wasn't sufficient,

the HA will decide whether to provide a different accommodation on the same basis using the same process/verification as was made on the initial accommodation.

The law does not set a limit on the number of accommodations the HA must provide. Every request for accommodation must be considered and provided if it does not fundamentally alter the nature of the housing program or result in an undue financial and/or administrative burden. The HA may, however, require additional documentation that the person needs the requested accommodation and that it is likely to be effective.

XII. REVIEW AND/OR DISCONTINUANCE OF REASONABLE ACCOMMODATION

KCHA will not unilaterally change or discontinue a particular method of providing a reasonable accommodation, without giving notice. A family may be required to reverify their need for a reasonable accommodation at the time of their annual review if there has been a change in family composition or any other change that would affect the need for the accommodation. Notice of change or discontinuation of a reasonable accommodation will be given to the participant with disabilities, including the participant's right to appeal the decision to change or discontinue the accommodation.

XIII. SPECIFIC REASONABLE ACCOMMODATIONS

Listed below is a non-exclusive list of requests where the HA has determined there may be reason to grant an accommodation to make the program accessible to and usable by a family member with a disability provided proper documentation is received. Reasonable accommodation may be granted in cases where:

1. The applicant family fails to respond to the check-in letter because of the family members disability and their application is canceled from the waiting list. If the family can show how the disability prevented them from checking in, the application will be reinstated in its former position on the waiting list.

2. The family requests an additional bedroom to accommodate a member of the family or a person associated with that household who has a physical or mental disability

3. The family requests the term of their voucher be extended. If a person with a disability is unable to locate a unit within the maximum 120 day time limit and requests a reasonable accommodation to extend the term of the voucher prior to the expiration date, the HA will review such request and, at its sole discretion, will make a decision on whether further extension is warranted.

4. The family requests to rent a unit owned by the parent, child, grandparent, grandchild, sister, or brother of any member of their family. The request must state why the unit is the only unit that will meet the needs of the disabled family member. Normally, a Section 8 family cannot rent a unit owned by one of the above.

5. The family requests an exception to the Payment Standard. See: Exception Payment Standards as a Reasonable Accommodation in Section 9. Additionally, KCHA will not approve an RA exception to the Payment Standard for a unit where:

    a. The voucher size is smaller than the unit size. If a larger voucher size is necessary to provide a disability-related reasonable accommodation, the family must request that separately.
    b. The owner of the unit is related to the participant by blood, marriage, or adoption.[79]
    c. For use in the HCV Homeownership Program.

    KCHA may discontinue an approved RA EPS if the approval criteria is no longer met.

6. The family requests a utility allowance which is higher than the applicable amount on the UA schedule, provided documentation is presented to show why an increase is needed. This increased amount will be determined by taking the families most recent three month average of actual utility bill amounts rather than the HA utility allowance. In no case will the UA be less than that on the approved HA schedules.

7. The family requests a live-in aide reside in their unit to provide necessary support services.

    a. A family that consists of one or more elderly, near-elderly, or disabled persons may request a live-in aide reside in the unit to provide necessary support services. The request must be approved by the HA to make the program accessible to and usable by a family member with a disability.
    b. The HA may refuse to approve a particular person as a live-in aide, or withdraw such approval if:
        i. The person commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
        ii. The person commits drug-related criminal activity or violent criminal activity; or
        iii. The person currently owes rent or other amounts to the HA or another HA in connection with the Section 8 or Public Housing program.
    c. While a relative is not prohibited from serving as a live-in aide (and thus having their income excluded), they must prove that:
        i. They are essential to the care and well-being of the family member (for a person with disabilities or a person who is at least 55 years of age) and not obligated for their support; and
        ii. They must be one who would not be living in the unit except to provide the necessary supportive services.

[79] Approved under MTW 3/7/2007

d. The identity (name) of the live-in aide must be presented to the HA prior to execution of the Lease and Section 8 contract.
e. Occasional, intermittent, multiple or rotating care givers do not reside in the unit and would not be qualify as living in the unit. Therefore, an additional bedroom will not be approved under these circumstances (HUD Notice 2009-22).

Removal of a live-in aide from the unit must be reported to the HA within 30 days of its occurrence. The family will be given 180 days from the date the live-in aide left the unit to move-in a replacement. Time limit extensions may be granted on a case-by-case basis through the reasonable accommodation process. A family failing to move-in a replacement live-in aide by the end of the 180 days (or extension) will have their voucher size reduced to the appropriate size for the remaining family members.

8. The family requests to move to the jurisdiction of another HA prior to being eligible to move. Generally, a family attempting to portable from one HA to another must have lived in the initial HA jurisdiction at the time of application or been living in the initial HA jurisdiction for at least 12 months under Section 8 contract before being allowed to transfer. While the above may be granted by the HA, it is subject to review by the receiving HA prior to the transfer being approved and does not apply to families participating on the Family Self-Sufficiency Program.

9. The family requests to terminate their lease prior to the end of the initial term and the owner agrees. Generally, a family and owner shall not be allowed to mutually terminate the lease during the first year of the lease and the family shall be restricted to no more than one move during any one year period.

EXHIBIT H: CONFIDENTIALITY OF TENANT RECORDS

I. GENERAL POLICY

It shall be the policy of the HA to comply with the Federal Privacy Act of 1974, particularly as it relates to the protection of both Applicant and Tenant records. Implementation of this policy shall be in accordance with the rules set forth in 24 CFR Part 16 and 42 CFR Part 2. All HA employees, commissioners, officers, and consultants shall be bound by the requirement that all Tenant/Applicant information shall be kept strictly confidential. Any requests for information which are not clearly defined below are to be referred to the Housing Authority's Central Office for review and approval.

II. DATA COLLECTION AND DISCLOSURE

All Applicant or Tenant records in a HA sponsored program must be stored in a confidential manner and will be made available to HA employees, (or authorized persons) upon a "need to know" basis. The following lists specific examples of when information may be released:

1. Tenant/Applicant records may be disclosed pursuant to a written request signed by all individuals to whom the records pertain.

2. Tenant/Applicant records may be disclosed to employees within the Housing Authority who need the records to perform their duties.

3. Tenant/Applicant records may be disclosed to other public housing authorities to whom the tenant applies for tenancy.

4. Tenant/Applicant records may be disclosed to the United States Department of Housing and Urban Development.

5. Tenant/Applicant records may be disclosed to other federal and state agencies with a right to know.

6. Tenant/Applicant records may be disclosed pursuant to a lawfully issued subpoena or court order or as otherwise required by law.

7. Tenant/Applicant records may be disclosed to another agency or governmental entity for a civil or criminal law enforcement purpose if the agency or governmental entity has made a written request specifying the information desired and the law enforcement activity involved.

The HA requires that records be kept of any disclosure that it does make. The record must show (at a minimum) the date, nature and purposed of each disclosure, as well as the name and address of the person or agency to whom the disclosure was made.

III. SPECIAL PRIVACY AND CONFIDENTIALITY RULES RELATING TO CRIMINAL RECORDS

In determining eligibility/suitability for housing assistance, the HA will require that all adult family members declare any previous criminal history and to sign a consent form authorizing the release of criminal records to the HA.

The HA will ensure that all criminal records obtained for this purpose are maintained in a manner that is strictly confidential, allowing access to the information only to those employees, officers, or HA representatives who have a job-related "need to know". Such information shall not be misused or improperly disseminated and will be destroyed once the purpose for which it was obtained is accomplished. Upon request the HA will provide a copy of the criminal record directly to the person for whom it was obtained and, in the case of the receipt of adverse information, provide the applicant with an opportunity to dispute the accuracy or relevancy of the record.

IV. HA GUIDELINES ON RELEASE OF INFORMATION

1. **Information Requested Regarding Current HA Participants/Applicants**

   a. Requests must be specific as to the information sought and must be in writing. Documentation must include: date, nature and purpose of such disclosure, and the name and address of the person or agency to whom the disclosure is made.

   b. Any requests for information made by journalists must be referred to the Central Office unless otherwise directed.

   c. For statistical research, information may be given by the Area Office as long as the information/data is transferred in a form that does not identify individuals.

2. **Information Requested Regarding Former HA Participants/Applicants**

   a. Requests must be specific as to the information sought and must be in writing.

b. Released information must be provided in short, specific terms that can be easily supported by proper file documentation. Narrative comments, **especially opinions**, are to be avoided.

c. Regarding rental delinquencies, the number of "valid" delinquencies may be given, however, it is the Manager's responsibility to ensure that proper consideration is given to those delinquencies where an agreement had been reached or where there were mitigating circumstances.

d. Regarding inquires about complaints lodged against the family, negative information about the family is not to be given out unless it has previously been thoroughly evaluated by the management staff and efforts had been made to assist the family in correcting the problem area(s).

3. Always keep in mind that anything negative put down in writing goes out with the Managers signature, making the Manager liable for any inaccuracies or charges that cannot be supported. If in doubt, always give a positive response.

EXHIBIT I: ENERGY ASSISTANCE SUPPLEMENT TABLE

Effective 11/01/2024

SINGLE FAMILY HOMES						
Who provides electricity to your household?	**Does tenant pay for sewer/water/trash?**	**0-1 bed**	**2 bed**	**3 bed**	**4 bed**	**5+ bed**
SCL	**Yes**	$167	$210	$260	$326	$379
SCL	**No**	$88	$120	$149	$195	$226
PSE	**Yes**	$190	$236	$291	$361	$416
PSE	**No**	$112	$145	$179	$229	$263
NONE	**Yes**	$78	$91	$112	$132	$153

MULTI-FAMILY UNITS					
Who provides electricity to your household?	**Does tenant pay for sewer/water/trash?**	**0-1 bed**	**2 bed**	**3 bed**	**4+ bed**
SCL	**Yes**	$121	$150	$190	$236
SCL	**No**	$42	$59	$78	$104
PSE	**Yes**	$142	$172	$212	$260
PSE	**No**	$64	$82	$101	$129
NONE	**Yes**	$78	$91	$112	$132

EXHIBIT J: HOUSING CHOICE VOUCHER PROGRAM CLIENT ASSISTANCE POLICY

The King County Housing Authority provides a range of client assistance support to KCHA voucher holders to successfully lease up and stay housed. The types of assistance outlined in this policy, including unit holding fees, move-in assistance, deposit assistance and housing stability, are defined below. On a case-by-case basis, exceptions to this policy may be made with the approval of a Department Director.

The assistance outlined in this policy is offered only when dedicated funding is available.

All funds distributed through this policy must be made payable to KCHA approved third party landlords or vendors. No funds shall be paid directly to an HCV participant household. Upon move-out, any deposits refunded by a landlord will belong to the HCV participant household.

This Client Assistance Policy replaces all previous policies.

A. Unit Holding Fees (HASP and VASH Only)

1. Definition: A fee paid to a landlord to hold a unit in KCHA's jurisdiction.
2. Eligible Households: Newly issued KCHA voucher holder with a HASP or VASH voucher. Port-in voucher holders are not eligible. Households leasing up in a unit where KCHA has allocated Project-based assistance are not eligible.
3. Eligible Expenses: Fees paid to a landlord who has agreed to hold a unit for an unidentified voucher holder or for a voucher holder who has not yet signed a formal lease.
4. Maximum amounts: Holding fees are capped at one month's full contract rent for the applicable unit. The amount of the holding fees is negotiated on a case-by-case basis and any unused portion of the fee is applied to the HCV participant's move-in related expenses charged by the landlord.

B. Move-in Assistance (HASP and VASH Only)

1. Definition: Fees paid to a landlord or other third party to cover a range of fees including, but not limited to, application fees, deposit assistance and utility deposit fees required to establish new service.
2. Eligible Households: Newly issued KCHA HASP or VASH voucher holder. Port-ins, households moving with HCV assistance and households moving between KCHA subsidy programs are not eligible. Eligible households must

be leasing up in KCHA's jurisdiction or in a unit where KCHA has allocated Project-based assistance.

3. Eligible Expenses: Allowable uses of funds include but are not limited to:
    a. Application, screening and administrative fees payable to the landlord.
    b. Required deposits, including pet deposits, established in the lease and payable to the landlord.
    c. Utility deposit fees payable to the utility vendors as required to establish service necessary to make the unit habitable including water, sewer, gas, electricity and garbage. Fees to establish services similar to telephone and cable are not eligible expenses.
4. Maximum amounts: Total move-in assistance payable on behalf of a HASP or VASH voucher holder is limited to one month's payment standard for the applicable unit. Maximum amounts do not include unit holding fees paid on behalf of the HASP or VASH voucher holder.

C. Deposit Assistance

1. Definition: Payments made on behalf of an eligible household to a landlord to cover all or a portion of the required deposits, except pet deposits, established in the lease.
2. Eligible Households: Newly issued KCHA voucher holder with the exception of HASP and VASH voucher holders. (See Sections A, B and D of this policy for assistance available for HASP and VASH voucher holders.) Port-ins, households moving with HCV assistance, households moving between KCHA subsidy programs and households leasing up in KCHA managed properties are not eligible. Eligible households must be leasing up in KCHA's jurisdiction or in a unit where KCHA has allocated Project-based assistance.
3. Eligible Expenses: Required deposits, excluding pet deposits, established in the lease and payable to the landlord.
4. Maximum amounts: The total security deposit assistance payable under this policy is limited to the lower of the actual contract security deposit or:
    a. $900 for a studio and one bedroom voucher
    b. $1,100 for a two bedroom voucher
    c. $1,300 for a three bedroom voucher
    d. <u>$1,800 for a four bedroom voucher</u>
    e. <u>$2,150 for a five bedroom voucher</u> or greater

D. Housing Stability Assistance (HASP Only)

1. Definition: Financial assistance payable to third parties that assists voucher holders to remain housed when they are at risk of losing their housing due to non-payment of rent, utilities, etc.
2. Eligible Households: KCHA issued HASP voucher holders at risk of losing their housing and leased up in KCHA's jurisdiction or in a unit where KCHA has allocated Project-based assistance. Port-in voucher holders are not eligible.
3. Eligible Expenses: Allowable uses of funds include but are not limited to:
    a. Back rent and related fees (excluding amounts due to KCHA) and payable to the landlord.
    b. Non-rent related expenses, including damage fees, payable to the landlord. Retro Rent fees due to KCHA are not eligible expenses.
    c. Fees payable to a third party service provider that supports housing stability (e.g. housekeeping and supportive services related to hoarding).
    d. Moving assistance including but not limited to deposit assistance when a household is required to move to avoid legal actions (e.g. an eviction) and/or homelessness.
    e. Utility payment arears payable to the utility company.
4. Maximum amounts: Total housing stability assistance available in one calendar year is limited to one month's payment standard.

EXHIBIT K: HQS GUIDELINES FOR INSPECTORS

This exhibit serves as a resource to set consistent guidelines for situations which an HQS inspector may encounter.

A. **Furnaces**

1. KCHA may require professional certification to verify the safety or operation of fuel burning heating appliances such as oil and gas furnaces.

2. When a furnace is not visible or the inspector cannot determine the safety of the equipment, professional certification may be used to verify safety and adequacy of the heating system.

B. **Site and Neighborhood Conditions**

1. Garbage and Debris: Excessive debris on the property must be removed as it presents a hazard.

   a. Debris may be considered excessive if it would take more than 2 hours to clean up.

   b. Examples of debris include - piles or bags of refuse, appliances or excessive plant growth.

2. Automobiles:

   a. All vehicles on the property that are in disrepair and their physical condition (i.e. broken windows, up on jacks, sharp metal edges, etc.) constitute a safety hazard. Such hazards must be corrected through the removal or repair of the vehicle.

   b. Vehicles not parked in areas designed for parking or left parked in landscaped areas such as lawns or gardens, may have an adverse impact on site and neighborhood conditions.

EXHIBIT L: SPECIAL PURPOSE VOUCHERS – EMERGENCY HOUSING VOUCHERS

Emergency Housing Vouchers (EHVs) have been designated to assist families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, or who were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

The policies detailed below cover instances where the rules for EHVs will vary from the standard voucher rules detailed elsewhere in this plan. In all cases where it is not notated here, EHVs will follow standard KCHA policies. Policies in this section were developed per the operating rules detailed in HUD's PIH Notice 2021-15 and other HUD provided rules/guidance regarding the administration of EHV funding.

A. Definitions: All definitions below are specific to the EHV program.

1. **Homeless:** The meaning of "homeless" is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:
    a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
        i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
        ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
        iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
    b. An individual or family who will imminently lose their primary nighttime residence, provided that:
        i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
        ii. No subsequent residence has been identified; and

iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

2. **At Risk of Homelessness:** The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

a. An individual or family who:

i. Has an annual income below 30 percent of median family income for the area, as determined by HUD;

ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (i) of the “Homeless” definition above; and

iii. Meets one of the following conditions:

- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

- Is living in the home of another because of economic hardship;
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

b. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

c. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

3. **Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking:**
   a. This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined in PIH Notice 2021-15 and follow-on notices.
   b. This includes cases where a KCHA-assisted tenant is being granted and EHV to facilitate an emergency transfer under VAWA, as detailed in Exhibit P of this plan.
4. **Recently homeless:** This category is composed of individuals and families determined by the CoC or its designee to be recently homeless. This is category includes individuals and families who have previously been classified by a member agency of the CoC or designee as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services),

temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

B. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

1. **ESTABLISHING A WATING LIST:** KCHA will establish and maintain a separate EHV waiting list for the administration of its EHV allocation.
   a. Referrals to KCHA's EHV waiting list must come through the CoC or other referral partners, as outlined under the applicable MOU established with KCHA.
   b. Public notification relating to the opening/closing of the waiting list has been waived by HUD for the EHV program.
   c. KCHA reserves the right to close the EHV waiting list at such time as it is no longer needed either due to lack of referrals or the end of the EHV program.
2. **CONDITIONS GOVERNING ELIGIBILITY FOR ADMISSION**:
   a. Applicants referred to KCHA's EHV program **MUST** qualify as homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking or recently homeless as defined under Section A of this Exhibit.
   b. Applicants must qualify as a low income household (income below 80% of AMI). Other income targeting requirements and/or preferences will not apply to these households.
   c. Applicants must be referred by the CoC or another qualifying agency as determined by KCHA.
   d. Applicants must not be prohibited from participation except under the categories listed below:
      i. if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
      ii. if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
      iii. if the family engaged in or threatened abusive or violent behavior toward KCHA personnel within the previous 12 months.
   e. Initial admission to the program may not be denied for any reason other than those listed above under a., b., and d..
   f. For household members added after the initial HAP contract has been executed, all regular prohibitions will apply as outlined in Section 3 of the Administrative Plan.

C. PARTICIPANT SELECTION

1. **LOCAL PREFERENCES: KCHA's Local Tenant Selection Preferences will not apply under this program.** Participant selection will be made through use of the EHV Waiting List established as described in Section B, above. Applicants will be selected from the waiting list based upon the date and time the program referral was received.
   a. Upon selection from the waiting list, applicants will enter FINAL Screening by KCHA to determine that they meet all eligibility requirements. An EHV voucher will not be assigned to a household until final screening is complete.
2. **VERIFICATION OF ELIGIBILITY**: Verification of the eligibility categories for an EHV (homeless, at-risk, etc.), as defined in Section A of this Exhibit will be provided in the following ways:
   a. Documentation provided by the CoC or other referring provider of their verification that the family meets one of the eligible categories to receive an EHV. This documentation will be retained in the tenant file as verification of program eligibility.
   b. In any instance where the family has not been referred from the CoC or referring provider, then KCHA will be responsible for verifying and documenting the eligibility category.
3. **ORDER OF SELECTION:** All referrals to the EHV must come from the CoC or other referring agencies, in accordance with HUD regulations and associated MOUs. For selection purposes "other referring agencies" include KCHA VAWA transfers or other partners who are authorized to refer households directly to the EHV program, in consultation with KCHA and the CoC.

   As documented above, EHV will utilize a separate waiting list. Applications will be processed in the order received.

D. BRIEFING AND ISSUANCE OF VOUCHERS:

1. **Applicant Briefing**: In addition to all regular briefing topics, the following must also be covered when briefing EHV families:
   a. Availability of EHV housing search supports including the type of assistance available.
   b. Portability: Including the option for EHV families to port immediately upon issuance of the voucher and the effect of porting on the availability of EHV services and other assistance available.
2. **Limitation on Voucher Funding Availability**: As detailed in PIH Notice 2021-15, EHV funding provided by HUD expires on September 30, 2023. After September 30, 2023, KCHA may not issue any unused EHVs or re-issue EHVs that turnover. The voucher may not be issued to another family.

E. VERIFICATION AND DOCUMENTATION OF DATA

1. **Initial Income Verification:** HUD has waived the requirement of third-party verification of income at **initial housing** (only) for EHV applicants.
   a. Applicants for whom third-party verification is not available must submit an affidavit attesting to reported income, assets, expenses and other factors which would affect an income eligibility determination.
   b. Applicants may also provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request, such as a social security letter which indicates the payment amount for 2021 but was issued in November of 2020.
   c. Under this waiver of third-party-verification EIV must be reviewed within 90 days of the date that data was submitted to HUD.
      i. EIV Income and Income Validation Tool (IVT) reports must be printed and maintained in the tenant file.
      ii. Any income discrepancies must be resolved within 60 days of the report dates.
      iii. If it is later determined that an ineligible family received assistance under this waiver, KCHA will move to terminate the family from the program.
2. **Preference Verification:** All verification of homelessness or other EHV eligibility criteria will be provided by the CoC or other referring provider.
3. **Social Security Number and Citizenship Verification:** If an EHV applicant is unable to provide the required SSN or citizenship verification during the determination of initial eligibility, the requirement may be temporarily waived. In such cases, the required documentation must be provided within 180 days of admission to the program, in order to be eligible for continued assistance. If an EHV family does not provide the required SSN or citizenship verification, KCHA is required to terminate the family from the program.
4. **Verification of Disability:** A self-certification of disability status may be accepted if a higher level of verification is not available at the time of eligibility screening. If self-certification is used, then a higher level of verification must be obtained within 90 days of admission.
5. **None of the above waivers apply when a family member is being added after the initial housing.**

F. HOUSING QUALITY STANDARDS AND INSPECTIONS: Available units that EHV families may be interested in leasing may be pre-inspected within 45 days prior to the date of the RFTA. The following guidelines apply to pre-inspections.

1. The unit must pass HQS inspection.
2. Between passing inspection and the date of the RFTA there should be no other occupancy of the unit.
3. The family must be free to select their unit and cannot be required to accept a pre-screened unit.

G. LEASING AND RENT CALCULATION

1. **Payment Standards:** In order to improve housing rates among EHV families, KCHA may choose to implement a separate, higher payment standard for these vouchers. Upon approval by the Board, any alternate payment standards will be documented in Exhibit D of this plan. Otherwise, the standard Payment Standards will be used for the EHV program.
2. **Initial Lease Term**: The initial lease term for an EHV family may be less than 12 months.

H. CONTINUED ASSISTANCE WHEN AN ASSISTED FAMILY MOVES

1. **GENERAL GUIDELINES:** After the initial housing a family may move to a different unit with an EHV.
2. **PORTABILITY:**
   a. General Policy on Portability: All EHV families are allowed to port immediately after voucher issuance. There is no prior residency requirement.
   b. The Housing Authority as the Initial HA will:
      i. Inform the family how portability may impact the services and assistance available to the family as part of the EHV program.
         - This information will be provided orally and in writing.
         - Steps will be taken to insure equal access for those who are disabled and/or have limited English proficiency.
      ii. When a family chooses to port to another jurisdiction, KCHA will consult and coordinate with the receiving PHA to determine if the receiving PHA will provide eligible services or assistance to the EHV family.
      iii. If the receiving PHA will provide services, KCHA will provide the service fee funding in one of two ways:
         - Up front, with any unused funds to be promptly returned to KCHA.
         - As reimbursement to the receiving PHA, upon receiving documentation of the actual costs incurred
         - In either case, service fee funding will be capped at the lesser of actual costs or a $1,750 cap.
         - The cap may be changed by mutual agreement of the HAs.
   c. The Housing Authority as the receiving HA will:
      i. Consult with the initial HA about:
         - the provision of services;
         - ensuring that services are not duplicated; and
         - the maximum cap on service costs.
      ii. If KCHA is providing services, we will promptly reconcile or bill the initial HA for costs incurred

d. Absorption guidelines: For EHVs, KCHA may absorb vouchers outside of the regular guidelines, either at the request of the initial HA or due to other operational needs.

I. **SERVICE FEE FUNDING:** A unique feature of EHVs is the provision of one-time service fee funding. These fees are intended to assist families in successfully using their voucher. Service fee funding may be used for the purposes detailed below or as otherwise authorized by HUD. Actual services provided may vary by family and will be provided in consultation with the CoC and other referring providers in order to best utilize available resources.

1. **Housing Search Assistance:** KCHA is required to provide housing search assistance for the initial housing of an EHV family.
   Housing search assistance is a broad term which can include many activities, such as, but not limited to, helping a family identify and visit potentially available units during their housing search, providing housing mobility services to encourage moves to high opportunity neighborhoods, helping to find a unit that meets the household's disability-related needs, providing transportation and directions, assisting with the completion of rental applications and PHA forms and helping expedite the EHV leasing process for the family. Other recommended, but not required, housing search activities include helping individual families identify barriers to leasing (e.g., low credit score, evictions history) and strategies to address these barriers, workshops on how to conduct an effective housing search, enhanced support for portability processing, regular proactive check-ins for families searching with a voucher, regular reminders to the family of their voucher expiration date and extension policies, and a dedicated landlord liaison for EHV voucher families.
2. **Owner-related uses**:
   a. Owner recruitment and outreach. The PHA may use the service fee funding to conduct owner recruitment and outreach specifically for EHVs. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process and providing enhanced customer service.
   b. Owner incentive and/or retention payments. The PHA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family. The PHA may design the owner incentive payment to meet its specific needs (such as, for example, limiting the incentive payments to new owners or owners in high opportunity neighborhoods, owners with accessible units or owners that will make the living conditions accessible (interior/exterior structural modifications) for a person with disabilities, or structuring all or part of the payment as a damages or unpaid rent mitigation fund, where the owner receives the mitigation payment only if the security deposit is insufficient to cover damages and other amounts owed under the lease).

The PHA may condition the offer of the owner incentive payment on the owner's agreement to abide by certain terms and conditions. For example, the PHA could require the owner to agree to contact and work with the family's CoC provider or other intervention services (assuming such services are available) should lease violations or other tenant-related issues arise during the assisted tenancy before taking action to evict the tenant. Owner incentive/retention payments are not taken into consideration when determining whether the rent for the unit is reasonable.

3. **Other eligible uses:** Funding for items listed below is available through non-profits contracted through KCHA to provide housing navigation services, subject to a maximum of $1,000 per household. Exceptions may be granted on a case-by-case basis upon approval by KCHA in accordance with the terms and conditions established in Exhibit C-2 and Exhibit C-3 (as applicable) of the non-profit provider's contract with KCHA.

   a. Fees and deposits: Application fees, non-refundable administrative or processing fees and refundable application deposit assistance are eligible uses.
   b. Holding fees: The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. The PHA and owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease
   c. Security deposit assistance: Deposits in excess of amounts KCHA provides through the HCV program as described in Exhibit J of this Ad Plan. In addition, the amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.
   d. Utility deposit assistance/utility arrears: Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The PHA may also provide the family with assistance to help address these utility arrears to facilitate leasing.
   e. Rental arrears to private landlords for admission: Assistance may be provided to applicants with rental arrear assistance for some or all of the applicant's rental arrears to a private landlord but only if the rental arrear is a barrier to leasing the EHV unit. For example, the EHV family found a landlord, but the landlord will not lease the unit because of the previous

rental debt (this may occur if the EHV unit is with the same landlord or management agent). The HA may choose to pay the rental arrears assistance directly to the private landlord or may pay the rental arrears assistance to the family, provided the HA verifies the family pays the rental arrears. The HA may not use the EHV services fee for debts owed by the family to the HA, another HA, or a closely-associated entity affiliated with the HA.

f. Moving expenses. The PHA may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. This includes move-in fees storage expenses, lock change fees, and deposits. The HA may not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do, or a family has to move due to domestic violence, dating violence, sexual assault, or stalking. Examples of reasons where the family is required to move other than for something the family did or failed to do include the PHA terminating the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the family choosing to terminate the tenancy in order to move to another units.

g. Pre-tenancy services that support EHV families in fulfilling their family obligations under the EHV program. Services fee funding may be used to help create customized plans to address or mitigate barriers that individual families may face in renting a unit, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources that can assist with rental arrears.

h. Services that support families to maintain occupancy of a unit and fulfill their family obligations. For example, this may include providing access to case management, wrap-around services, life skills training (e.g. balancing a budget, paying bills on time, opening a savings account, maintaining a living space, securing a credit card, paying off debt, etc.), financial stability training, mental health care (e.g., travel costs to counseling, and co-pay charge, etc.), and/or a stability coordinator.
The HA may also use the services fee for services to remedy a lease violation/prevent an eviction (e.g. rectifying unsanitary living conditions or property damage) and may establish a cap/threshold for this service. Financial assistance for rental and utility arrears are **not** covered under this item.
All services and training provided must be voluntary for the family and cannot be a condition of the lease or a PHA requirement for admission or continued participation in the EHV program.
The PHAs may also pay fees for families to obtain vital documents needed to establish eligibility for the program and/or required by

landlords as part of their rental application (e.g. application fees and costs for birth certificates, reasonable transportation costs to obtain social security cards or other documentation needed for eligibility, etc.).

i. Essential household items. Service fee funding may be used to assist the family with some or all of the costs of acquiring essential household items, as defined by the PHA. Examples of items covered by this include tableware, bedding, cutlery, pots, pans, beds, dishes, kitchen equipment, furniture, cleaning supplies and similar items necessary to meet the basic needs of the household.

j. Renter's insurance if required by the lease. The PHA may use the services fee funding to assist the family with some or all of the cost of renter's insurance, but only in cases where the purchase of renter's insurance is a condition of the lease.

EXHIBIT M: HCV Homeownership Program

As identified in its approved FY 2024 MTW Annual Plan, the King County Housing Authority (KCHA) is committed to utilizing MTW flexibility to support wealth-building opportunities for low-income households in King County - including development of a Housing Choice Voucher Homeownership Program (HCVHP) option within its Tenant-based Housing Choice Voucher program.

This exhibit details KCHA's policies for providing a homeownership option under the Housing Choice Voucher (HCV) program to promote homeownership and housing stability for low-income, first-time homebuyers - helping them build financial equity in their own home.

The HCVHP uses vouchers within KCHA's authority for families that meet specific eligibility and program criteria. When a voucher is used under the homeownership option KCHA classifies it as a "homeownership voucher." Unless noted in this exhibit, homeownership vouchers follow KCHA HCV policies detailed elsewhere in this Administrative Plan.
KCHA may exercise discretion to limit the number of vouchers available for use in the HCVHP for initial purchase or moves with continued assistance.

A. DEFINITIONS: All definitions below are specific to the HCV Homeownership Program.

1. **First-time Homebuyer:** A family that meets one of the following at the commencement of homeownership assistance:
    a. A family in which no member has had an ownership interest in a residential property within the past three years, except for a single parent or displaced homemaker who, while married, owned a home with a spouse or resided in a home owned by the spouse.
    b. A cooperative member – defined as a family of which one or more members owns membership shares in a cooperative; or
    c. A family of which a family member is a person with disabilities and use of the homeownership option is needed as a reasonable accommodation.

2. **Homeownership Expenses:** the monthly costs of owning a home. In general, this may include the principle and interest on mortgage debt, taxes, insurance, HOA dues, utilities and a repair and replacement allowance and other items as detailed below.

3. **Homeownership Payment Standard:** The payment standard used by the homeownership program. The homeownership payment standard uses the same chart as the rental HCV payment standards with the following exceptions:

a. Homeownership will use the highest tier of the payment standard, regardless of where the home is located within King County; and
b. A family that qualifies for a one (1) bedroom based on their family composition will be granted a two (2) bedroom payment standard.

4. **Housing Choice Voucher Homeownership Program (HCVHP):** A program that allows the use of a Housing Choice Voucher to assist a family in purchasing a home, consistent with 24 CFR 982.625 and KCHA's MTW authority.

5. **Mortgage Assistance Payment (MAP):** A monthly assistance payment made by KCHA to the owner or the lender to apply toward a mortgage payment.

6. **Mortgage Assistance Pre-Approval Letter:** An estimate of the subsidized monthly assistance payment when purchasing a home using the HCVHP.

B. OUTREACH, APPLICATION, SCREENING, AND WAITLIST

1. KCHA will use a variety of outreach strategies to market HCVHP such as direct communication, workshops, information sessions, digital and print media, and internal and community partnerships. KCHA may also use alternative names to refer to the program for marketing and communication purposes, such as "Dream to Keys."

2. Families interested in applying are required to participate in an information session to learn about HCVHP eligibility and the homeownership process.

3. Completed applications with all required supporting documents will be reviewed by KCHA on a first-come, first-served basis to determine eligibility.

4. If a family does not meet the eligibility requirements, KCHA will provide a written explanation outlining the reasons. Families who do not meet the eligibility requirements may reapply.

5. KCHA may limit the number of applications accepted based on program capacity and available funding. If applications exceed program capacity or budget authority, KCHA may establish a waitlist or temporarily close the application process to new applicants.

C. ELIGIBILITY FOR THE HCVHP

The family must meet all eligibility requirements prior to the issuance of a Mortgage Assistance Pre-Approval Letter:

1. **Current Subsidized Housing Participant:** HCVHP is available to families who have been receiving rental assistance through KCHA's federal rent assistance programs listed below for no less than a 12-months lease term and who are eligible to end their lease and move under KCHA's policies:
    a. KCHA's Tenant-based Housing Choice Voucher Programs (including Special Purpose Vouchers, however term limited voucher programs do not apply) in KCHA's jurisdiction.
        i. Tenants who have ported in from other jurisdictions may not be served by HCVP unless their voucher is absorbed by KCHA, following the guidelines in Section 11 of this plan.
    b. KCHA's Project-based Voucher Program
        i. Includes units that are under contract by KCHA within the city of Renton.
    c. KCHA's Public Housing Program.

2. **Good Standing:** Families must be in good standing with their current housing program and in compliance with their lease and the obligations, requirements and/or responsibilities of their respective housing program.

3. **First-time Homebuyer:** Families must be a first-time homebuyer, as defined above.

4. **No Debts Owed to PHAs:** The family must not owe money to KCHA or any other PHA.

5. **No Prior Mortgage Default:** No member of the household has previously defaulted on a mortgage under an HCV homeownership program.

6. **Minimum Income:** Families must meet the following minimum income requirements:
    a. Elderly and Disabled Families: The family's minimum income must be equal to the current Supplemental Security Income (SSI) monthly payment for an individual living alone, multiplied by 12.
    b. Other Families: The family must demonstrate that the annual income of the adult family members who will own the home is at least equal to the Washington State minimum wage multiplied by 2,000 hours.
    c. Treatment of Welfare Assistance: KCHA will include welfare assistance for the adult family members who will own the home in determining if the family meets the minimum income requirement only for Elderly or Disabled families, as defined.

7. **Employment:** Unless exempted, at least one adult family member who will own the home must meet the following employment criteria.
    a. Full Time Employment: Must be employed full-time, working an average of at least 30 hours per week. KCHA may consider self-employment as employment, with proof of sufficient hours worked.
    b. Continuous Employment: Must be continuously employed full-time for at least one year. KCHA may determine if an employment interruption is permissible (e.g. maternity leave, or other leave authorized by federal and/or state law)
    c. An Elderly or Disabled family is exempt from the employment requirement.
    d. If a household that is not Elderly or Disabled includes a person with disabilities, KCHA may grant an exemption from the employment requirement if KCHA determines it is necessary as a reasonable accommodation.

8. **Homeownership Counseling:** Successfully complete a KCHA-approved, HUD-certified pre-purchase counseling program and provide a copy of the certificate of completion or a signed letter on agency letterhead from the HUD-certified counselor. Families who have completed a HUD-certified pre-purchase counseling program within the last three years meet this requirement if they are able to provide the required documentation.

9. **Down Payment:** Families must have a minimum down payment of three percent (3%) of the home purchase price. At least one percent (1%) must come from the family's own resources, which may include funds from a HUD Family Self-Sufficiency (FSS) program escrow account. The remaining two percent (2%) may come from the family's own funds, public or private agency grants or loans and/or gifts from family or friends.

D. LOCATING A HOME

1. KCHA will issue the family a Mortgage Assistance Pre-Approval Letter once the family has met all eligibility requirements except for the 3% down payment amount. The family must save at least 1% downpayment of the approximate purchase price and provide an acceptable plan to KCHA of the plan for the remaining 2% of the home to be issued a Mortgage Assistance Pre-Approval Letter.

2. After receiving the Mortgage Assistance Pre-Approval Letter, the family will have 180 days to enter into an approved purchase and sale agreement on an eligible

home. The family will have an additional 180 days to close on the home. Extensions may be permitted in accordance with paragraph H below.

3. The family is required to check in with KCHA every 30 days to provide updates on the progress of their home search and closing process. Failure to do so may result in removal from the HCVHP.

4. **Eligible Home Types:** The home selected for purchase must meet the following guidelines.
    a. The unit must not be an Ineligible Unit type outlined in Section 9 of this Plan.
    b. It must be a one-unit property (including a manufactured home) or a single unit in a condominium or cooperative.
        i. The property may not include other residential or commercial space intended for leasing out by the homeowner. This includes duplexes, accessory dwelling units or commercial space.
    c. The unit must be in KCHA's jurisdiction or within the jurisdiction of other housing authorities in the local region with which KCHA has a related written interlocal agreement.
    d. If the family will not own the fee title to the land on which the home is located, such as a manufactured home or as part of a community land trust, the home must:
        i. be located on a permanent foundation and
        ii. the family must have the right to occupy the home site for at least forty years.
    e. The family may enter into a sales contract for homes not yet under construction. However, MAP cannot begin until an Environmental Review is completed by a Responsible Entity, construction is completed, and all HCVHP requirements are met.
    f. Homes that are owned by KCHA may qualify for purchase. KCHA will inform all eligible families in the home search process, in writing, if a KCHA-owned home is available for purchase. Families will be reminded that they have the right to purchase any eligible home, and that selection of a KCHA-owned property is up to the family. Families will not be steered or persuaded to purchase a KCHA-owned home for sale. If an eligible KCHA-owned home is made available, KCHA will:
        i. Obtain an independent agency to inspect the home for compliance with the applicable inspection standards.
        ii. Obtain an independent agency to review the inspection report, sales contract, determine the reasonableness of the sales price for the area, and review any KCHA provided financing terms.

E. FINANCING

1. KCHA must approve financing terms for the initial purchase and any subsequent refinancing to qualify for MAPs.

2. Families must secure their own financing to participate in the HCVHP. MAPs made by KCHA will be provided to the family or lender to help cover mortgage expenses and may be used to help the borrower qualify for a mortgage.

3. Families may select a lender of their choice. KCHA will provide eligible families with a list of lenders that have expressed willingness to work with MAPs provided by a PHA.

4. KCHA will review and approve the proposed financing terms before they are finalized to check against predatory lending. Examples of financing that will be considered predatory and will not be approved by KCHA include:
    a. balloon payment mortgages
    b. variable rate mortgages
    c. early mortgage payoff penalties or prepayment penalties
    d. seller financing or owner-held mortgages

5. The lender and loan terms must be:
    a. insured or guaranteed by the state or federal government (e.g., of HUD FHA, Fannie Mae, Freddie Mac, the Federal Home Loan Bank) or
    b. comply with generally accepted mortgage underwriting standards in the secondary mortgage market or private lending institutions.

6. Final Approval – the following items must be provided to KCHA for review and final approval:
    a. a copy of final loan approval and financing documents
    b. verification of 3% down payment and
    c. completed KCHA certification paperwork.

F. INSPECTIONS

1. **Initial Inspection[80]:** The home must pass an independent professional home inspection prior to closing. KCHA will not commence MAPs for the family until the home has passed the inspection, which must meet the following standards:

[80] Approved under MTW Activity 2024-2

a. The family must select and pay for the inspection.
b. The inspector must be:
    i. An independent, professional home inspector.
    ii. Certified by the American Society of Home Inspectors or other recognized professional organization.
    iii. The inspector must be not be an employee of KCHA.
c. Once the inspection is completed, a completed copy of the independent home inspection report must be provided to the family and KCHA.
d. KCHA reserves the right to disapprove of the home for MAPs due to the information contained in the inspection report.

2. **Good Cause Inspections:** KCHA reserves the right to conduct inspections of a HCVHP family's home during the term of the MAP for good cause. Good cause inspections may occur when KCHA has reason to believe or has received information that there may be:
    a. criminal activity occurring in the home, or
    b. unauthorized individuals living in the home, or
    c. concerns about the family's maintenance of the property, or
    d. other violations of program rules.

G. CONTRACT OF SALE / SALES AGREEMENT

1. A member or members of the family must enter into a contract of sale with the seller of the home to be acquired by the family before commencement of the MAPs.

2. The contract of sale and/or sales agreement must be provided to KCHA for review and approval. To be approved the sales agreement must include:
    a. Purchase price and terms of sale.
    b. Provide that the family will arrange for a pre-purchase inspection of the home by an independent inspector selected by the family and
    c. Provide that the family is not obligated to buy the home unless the inspection is satisfactory to the family and to KCHA.
    d. Provide that the family is not obligated to pay for necessary repairs.
    e. Contain the seller's certification that they have not been barred, suspended, or subject to a limited denial of participation from the HCV program.

3. KCHA may deny approval of a seller for the same reason it may disapprove an owner under the HCV rental assistance program.

H. EXTENSIONS AND FAILURE TO COMPLETE PURCHASE

1. The family will be permitted to retain their rental assistance provided by KCHA under the terms of their current program if the family is unable enter into an approved purchase and sales agreement within 180 days of receiving the Mortgage Assistance Pre-Approval Letter.

2. KCHA may grant an extension to the initial 180-day timeframe the family has to locate the home or the 180-day timeframe for closing, if there is good cause. Good cause extensions include delays in completing the home purchase beyond the family's control. Extensions will be made on a case-by-case basis.
    a. Extensions must be approved by the Homeownership Program Manager and the Assistant Vice President or their designee.
    b. Extensions may not be for longer than 60 days.
    c. In general, only one extension each for locating a home and closing on a home will be allowed.

I. MORTGAGE ASSISTANCE PAYMENT (MAP) CALCULATION

1. Families who have completed the HCV Homeownership process and do not have a current voucher eligible for the HCVHP will be issued a Housing Choice Voucher to be utilized for the HCVHP once the closing is complete, per Section 5.F of this plan.

2. The MAP will be calculated as the lower of:
    a. The approved HCV Homeownership Payment Standard minus the Total Tenant Payment; or,
    b. The monthly Homeownership Expenses minus the Total Tenant Payment.

3. **Homeownership Payment Standard:**
    a. The payment standard for the HCVHP uses the same chart as the rental HCV payment standards with the following exceptions:
        i. Homeownership will use the highest tier of the payment standard, regardless of where the home is located within King County; and
        ii. a family that qualifies for a one (1) bedroom based on their family composition will be granted a two (2) bedroom payment standard.
    b. KCHA will use the HCV homeownership payment standards in effect at the time of closing to determine the amount of initial MAP.
    c. At reexaminations in which the payment standard amount is updated, KCHA will utilize the higher of:
        i. the applicable payment standard amount for the certification's effective date.

ii. The payment standard amount, in total dollars, in effect at the start of the MAP.

4. KCHA will include the following homeownership expenses, if applicable, when determining the MAP:
    a. Principal and interest: Payments on the initial mortgage debt, including any mortgage insurance premium (MIP) required to finance the purchase or the refinance of the home.
    b. Real Estate Taxes and Public Assessments: Property taxes and public assessments associated with the home.
    c. Homeowners Insurance: Lender-required insurance costs for the home.
    d. Land lease payments: For families who do not own the land on which the home is located.
    e. Homeowner Association (HOA) Dues: Regular HOA fees or charges assessed to the homeowner.
    f. Energy Assistance Supplement: Based on KCHA's Energy Assistance supplement as described elsewhere in this plan.
    g. Maintenance and major repair and replacement allowance: A monthly allowance of one percent of the purchase price of the home divided by 12.
    h. Additional Homeownership Loan Debt: Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home.

5. For families participating in a cooperative homeownership arrangement, KCHA will include the following expense, if applicable, when determining MAP:
    a. Cooperative Charges: Monthly cooperative charge under the cooperative occupancy agreement, including real estate taxes and public assessments.
    b. Principal and Interest on Cooperative Share Loan: Payments on the initial debt incurred to finance the purchase of cooperative membership shares and any refinancing of such debt.
    c. Homeowners Insurance: Lender-required insurance costs for the home.
    d. Energy Assistance Supplement (also known as a utility allowance): Based on KCHA's Energy Assistance supplement in accordance with the HCV administrative plan.
    e. Maintenance and major repair and replacement allowance: A monthly allowance of one percent of the purchase price of the home divided by 12.

f. Additional Homeownership Loan Debt: Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home.

6. **MAP Payments:** KCHA will issue the monthly MAP to the family directly, unless otherwise instructed by the mortgage lender. When MAP is paid to the family directly the following applies:
   a. It is the family's responsibility to ensure the full mortgage payment is made to the lender on time**.**
   b. KCHA requires the family to provide documentation that the mortgage was paid on a quarterly basis for the first year and at least annually thereafter.
   c. Failure to provide documentation or make the full mortgage payment or provide documentation may result in termination from the HCVHP as outlined in Section L.

7. **Changes in family size:**
   a. If a family household size decreases during the term of the mortgage assistance, the family will continue to receive the payment standard that was issued at commencement of MAP.
   b. If the family size increases after commencement, the payment standard will be based on the lower of the current family size or the unit size of the property the family purchased.

8. The family will be terminated from HCVHP 365 days after the last MAP has been paid by KCHA. KCHA may grant relief from this requirement if there is extreme hardship, such as an involuntary decrease in income, and the family engages in post-purchase counseling.

9. The HCV tenant-based assistance affordability limit (maximum total tenant payment as a percentage of income at initial occupancy) does not apply to the HCV Homeownership program.

10. The family must promptly notify KCHA if they are at risk of defaulting on their mortgage. KCHA may require the family to participate in post-purchase counseling or meetings to review their mortgage standing and provide ongoing support in maintaining homeownership stability.

J. TERMS OF ONGOING MORTGAGE ASSISTANCE PAYMENT (MAP)

1. **HCV program requirements:** Families participating in the HCVHP are required to comply with KCHA's tenant-based voucher policies, unless superseded or waived

by this Appendix M. This includes completing regularly scheduled reexaminations and reporting changes to income and family composition

2. **Maximum term of mortgage assistance payments:**
    a. The maximum length of time a family can receive MAP is:
        i. 15 years if the initial mortgage term for the home purchase is 20 years or longer; or
        ii. 10 years in all other cases.
    b. The maximum term applies to any member of the family who:
        i. Holds an ownership interest in the home while receiving MAP; or
        ii. Is the spouse of any household member who has an ownership interest in the home during the time MAP is provided.
    c. For families who sell or purchase another home and remain eligible for the HCVHP, the maximum term begins on the date the first MAP is made under any HCVHP.
    d. If the family has received mortgage assistance for different homes or assistance from a different PHA, the total assistance period is subject to the maximum term limits described above.
    e. The maximum term does not apply to families that:
        i. Qualify as elderly and qualified as such at the start of homeownership
        ii. Qualify as disabled
        iii. If during the course of mortgage assistance, the family ceases to qualify as elderly or disabled, the maximum terms apply from the date the mortgage assistance began.
    f. Families will be provided with at least 6 months' notice before MAPs are discontinued.

3. **Continued Assistance Payment Requirements:**
    a. Families must use the home purchased through HCVHP as their sole, primary residence.
    b. MAPs will only be provided while the family resides in the home.
        i. If the family member(s) listed on the mortgage and on the HCVHP subsidy move out of the home, KCHA will discontinue MAPs the month after the move occurs.
        ii. Neither the family nor the lender is required to refund to the KCHA the MAP received for the final month of assistance.

4. **Moving with Continued Assistance**:
    a. A family receiving MAP may move with continued assistance in two ways:

i. They may move with continued mortgage assistance if they purchase another home and meet all HCVHP eligibility requirements.
ii. The family may also choose to revert to an HCV for rental assistance if they sell the home and continue to meet the HCV requirements.
iii. Requests to move of either type will be approved or denied in accordance with Section 11 of this plan.

b. Continued mortgage or rental assistance for a new home cannot begin if any family member holds title to the prior home.
c. KCHA may deny the family permission to move to a new home with continued mortgage or rental assistance:
    i. In accordance with Section 11 of this plan; or
    ii. The family defaulted on an FHA-insured mortgage; and,
        - The family has not conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
        - The family has not moved from the home within the period established or approved by HUD.
d. In cases where the family purchases another home under the HCVHP, the necessity of post purchase support counseling will be determined by KCHA.

K. PORTABILITY

1. **Port-outs with a Homeownership Voucher**. KCHA will not prevent the ability of families determined eligible for KCHA's HCVHP to exercise portability to PHAs that administer an HCV homeownership program and admit the family.
    a. Families must follow the receiving PHA's program rules.
    b. The receiving PHA must promptly notify KCHA if the family has purchased an eligible home under the program or if they are unable to purchase a home within the maximum time established by the receiving PHA.

2. **Port-ins with a Homeownership Voucher**. For families porting into KCHA with a homeownership voucher from their originating PHA:
    a. Eligibility for the HCVHP requires that families lived in the originating PHA's jurisdiction in good standing for at least 12 months and meet all other eligibility requirements under this policy.
    b. KCHA has the sole discretion to determine if it can absorb the MAP or choose to administer the MAP on behalf of the originating PHA.

3. **Port-ins with a Rental Voucher**. Families that port-in to KCHA's jurisdiction with a regular tenant-based voucher are eligible for the HCVHP if:

a. they have lived in KCHA's jurisdiction for the 12 months prior to enrollment; and
b. meet all program requirements; and
c. KCHA determines it is able absorb the voucher.

L. DENIAL OR TERMINATION OF MORTGAGE ASSISTANCE

1. KCHA may deny or terminate a family's MAP if:
    a. the family violates any of the Homeownership Program Family Obligations (homeownership obligations, as described below; or
    b. the family violates any of the tenant-based HCV program requirements that may result in denial or termination as described in Section 11 of this plan.

2. In these instances, KCHA will follow the HCV Termination Procedures outlined in this HCV Administrative Plan.

M. HOMEOWNERSHIP PROGRAM FAMILY OBLIGATIONS

1. Families must sign and agree to the terms of form HUD-52649, Statement of Homeowner Obligations prior to the start of MAPs.
2. KCHA may deny or terminate mortgage assistance to families who do not comply with their homeownership obligations. These obligations include those outlined in the form HUD-52649 and:
    a. Be a KCHA participant in good standing with KCHA's program.
    b. No family member under assistance may have ownership interest in any other residential property(s).
    c. Comply with the terms of the mortgage securing debt incurred to purchase the home or any refinancing of such debt.
    d. Use the home as the family's sole, primary residence and notify KCHA of any absence from the home.
    e. Do not lease any portion of the home or grounds.
    f. Do not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member (any changes to the financing or ownership must be approved by KCHA for continued MAPs).
    g. Supply any information, certification, release or other documentation required by KCHA.
    h. Notify KCHA before moving out of the home.
    i. Notify KCHA if the family defaults on the mortgage used to purchase the home or is at risk of default.
    j. Notify KCHA prior to any refinance of the mortgage on the home.

k. Notify KCHA of changes to the family's monthly mortgage payment, including any changes in tax assessment value, homeowners' insurance, or homeowners' association dues.
l. Provide current mortgage statement on a quarterly basis for the first year and at least annually thereafter.
m. Comply with all the family obligations listed in Section 12 of this plan except for the following:
    i. Inspection requirements.
    ii. Compliance with lease requirements.
    iii. Provide KCHA with any eviction notice from the owner.
    iv. Refrain from owning or maintaining any interest in the unit.

3. At KCHA's discretion, families participating in the HCVHP may be required to engage in post-purchase housing support counseling. In making determination if this counseling is required, KCHA will consider if:
    a. the family is not meeting their obligations under HCVHP;
    b. is in default on their mortgage;
    c. has a history of not paying their portion of the mortgage on-time;
    d. is failing to maintain homeowner's insurance;
    e. needs budget support to help plan for home maintenance, repair, or unplanned HOA assessments;
    f. is planning to refinance the home; or
    g. the family has requested such counseling.

EXHIBIT N: LEAD BASED PAINT REGULATIONS

New Lead Based Paint regulations set hazard reduction requirements giving much greater emphasis to reducing lead in house dust thereby reducing the exposure to young children. The Housing Authority, as part of its regular initial or annual inspection process, will conduct a visual evaluation of the interior and exterior painted surfaces including common areas, stairways, boundary fences and garages during the initial and periodic inspections of the rental property. The inspector will look for **any signs of deteriorated** paint such as peeling, chipping, chalking or cracking, of any paint or coating located on the interior or exterior surface that is otherwise damaged or separated from the substrate.

King County Housing Authority strongly urges landlords to regularly inspect their property and remove any defective paint according to the Federal requirements prior to the initial or annual inspection. **A good owner maintenance program is the easiest solution to prevent paint problems from occurring.**

If deteriorated paint is found, and the unit was built before 1978 and is expected to be or is occupied by a family with a child under 6 years of age, the regulations require the owner to perform "paint stabilization" activities using "safe work practice".

- All interior and exterior deteriorated paint must be removed or encapsulated, and where paint is removed, the area must be repainted.
- Damaged substrate surfaces must also be repaired.
- A person **trained** and **certified** in Safe Work Practices must conduct all work**.** This person must have successfully completed the Remodeler's and Renovator's Lead-Based Paint Training Course or Safe Work Practices Training Course approved by HUD. This work also involves the use of specialized equipment such as a HEPA Vacuum, and respirator.
- The Owner must ensure and certify that paint stabilization was conducted using safe work methods including, occupant protection, and work site preparation and clean up. They include but are not limited to such practices as closing off the area with plastic sheeting, protecting workers, and cleaning the area thoroughly before allowing the Section 8 client back into the affected area.
- The unit must then pass a clearance examination that includes a visual assessment of the unit/work area and surface wipe samples of the affected rooms that are sent to a lab for analysis to determine the presence of lead on floors, windowsills and troughs. The Housing Authority will conduct the Clearance Testing. If the work site was not properly contained, then the entire unit must pass clearance. If the work area was properly sealed off, testing can be conducted on the work site and area immediately outside the containment.
- The owner must provide notification to the occupants in writing of the hazard reduction activities and the result of the clearance or any other testing completed on the unit.
- The owner must conduct on going monitoring and maintenance of the unit to prevent lead hazards.

De Minimis Levels- Safe work practices and clearance **are not** required when maintenance and hazard reduction activities do not disturb painted surfaces that total more than (a) 20 square feet on exterior

surfaces (this is an area about 4 feet 6 inches on each side); (b) 2 square feet in any one room or space (this is a square about 17 inches on each side); or (c) 10 percent of the total surface area on an interior or exterior component with a small surface area such as window sills and trim.

The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report prepared by a Certified EPA Lead-Based Paint Risk Assessor or Lead Paint Inspector not to be lead based.

In our continued effort to partner with landlords, King County Housing Authority is committed to making this process as efficient as possible and will assist in providing information and resources to landlords and participants at their request.

HUD STANDARDS FOR STABILIZING DETERIORATED PAINT

During the initial and annual inspection the Housing Authority will visually inspect the unit for deteriorated paint. This notice will provide directions on how to complete paint stabilization if the unit was built before 1978 and is expected to be or is occupied by a family with a child under 6 years of age.

- **Loose, peeling or cracking paint may contain lead and therefore poses a serious health hazard for children under the age of 6 years.**

TIME FRAME TO COMPLETE REPAIRS

- Paint stabilization must be completed prior to occupancy.
- In case of an annual inspection, paint stabilization must be completed within 30 days of notification of deteriorated paint.
- Failure to complete paint stabilization within the designated time frame will result in housing assistance payments being abated or terminated.

SURFACE REPAIR

- **Deteriorated surfaces:** Any physical defect on a painted surface must be repaired before treating the surface.
- **Remove Loose Paint:** All loose paint or other loose material should be removed from the surface to be treated.
- **Apply New Paint:** Paint stabilization includes the application of a new protective coating of paint. The surface must be dry and protected from future moisture damage before applying new protective coating or paint.

ACCEPTABLE TREATMENT METHODS

- Wet scraping or sanding
- Chemical stripping on or off site
- Replace painted components
- Scraping with an infrared or coil –type heat gun with temperatures below 1,100 degrees F
- HEPA vacuum sanding
- HEPA vacuum needle gun ; and
- Abrasive sanding with HEPA vacuum

- Covering of defective paint surfaces with durable materials such as wallboard or vinyl siding with joint sealed and caulked

PROHIBITED METHODS

- Open flame burning or torching
- Machine sanding or grinding without HEPA local exhaust
- Abrasive blasting or sandblasting without HEPA exhaust
- Uncontained hydroblasting and high-pressure water washing.
- Heat guns operating above 1,100 degree F or charring pt.
- Dry scraping or dry sanding except in conjunction with heat guns or within 1 foot of electrical outlets
- Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance

NEW PROTECTIVE COATING

- Apply a new protective coating or paint over area(s) that had paint removed.

TRAINING AND SUPERVISION

- It is strongly recommended that you use certified contractors when performing any operation beyond routine maintenance.
- The individual performing the paint stabilization must be trained in accordance with OSHA's Hazard Communication regulations (29CFR 1926.59). **In addition, the individual must meet one of the following:**
  - A certified abatement supervisor supervises the work of the individual performing the paint stabilization.
  - The supervisor has successfully completed an accredited abatement supervisor course.
  - The individual has successfully completed an accredited Lead-based paint abatement worker course.
  - The individual has successfully completed the Lead-based Paint Maintenance Training Program developed by the National Environmental Training Association of the Remodeling Industry.
  - The individual has successfully completed the Remodeler's and Renovator's Lead-based Paint Training Program Developed by HUD and the National Associated of the Remodeling Industry.
  - The individual has successfully completed the equivalent course approved by HUD.

SAFE WORK PRACTICES AND OCCUPANT PROTECTION

The following safe work practices help minimize and control the spread of lead-contaminated dust and debris while protecting workers and residents from exposure to lead:

- Cover yourself; wear eye protection, a respirator and proper clothing.
- Cover the ground; seal off vents and doorways with poly sheeting.
- Tenants shall not be permitted to enter the work site during stabilization.
- Personal belongings should be relocated and covered.

SAFE WORK PRACTICES AND OCCUPANT PROTECTION

- Soil and playground equipment must be protected from contamination during treatment.
- Waste/debris must be disposed of per all State and Local applicable law.
- These safe work practices are NOT required when paint stabilization disturbs painted surfaces that total less than the following "De Minimis Levels":

- 20 sq.ft. on exterior surface
- 2 sq. ft. in any one interior room or space.
- 10% of total surface area on an interior or exterior component with a small surface area. Examples: Windowsill, baseboards, trim, etc.

CLEANING

- The work site must be thoroughly cleaned to remove lead-based paint dust.
- Clean washing surfaces with a lead specific detergent or its equivalent.
- Vacuum cleaners with HEPA (High Efficiency Particulate Accumulator) filters should be used during cleanup.
- Waste and Debris must be disposed of properly.

CLEARANCE REPORT

A Clearance Examination is the last step of paint stabilization and includes the following:

- A Visual assessment of the treatment.
- Collection of dust samples.
- An EPA certified lead-based paint inspector or risk assessor or certified clearance technician must conduct clearance.
- Clearance exams are not required when deteriorated paint is less than the "De Minimis Levels".

NOTICE TO OCCUPANTS

- A clearance report must be prepared by a Certified clearance examiner and provided to the tenant within 15 days of the completion of the lead Hazard reduction activities.
- The Housing Authority will require a copy of this notice for the tenant file.
- The unit must pass clearance and the form must be signed and returned to the Housing Authority before unit can pass inspection.

ON GOING MAINTENANCE

- You must institute ongoing maintenance of painted surfaces and safe work practices. Once a year, visually assess painted surfaces to identify deterioration. Stabilize any deteriorated paint. Use safe work practices.

ELEVATED BLOOD LEAD LEVEL (EBLL) CHILDREN

- Special procedures are required if a child under the age of 6 years residing in a subsidized unit is identified with an EBLL (Lead Poisoning). When you become aware of this situation, immediately contact the Housing Authority and your Local Health Department.

EXEMPTIONS

- The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report prepared by a certified Lead-based inspector not to be lead-based.

EXHIBIT O: TRANSFER POLICY[81]

I. PURPOSE

To establish a policy governing the transfer of participants currently residing in KCHA's subsidized housing programs. While the goal of the Transfer Policy is to maintain the household's occupancy within proximity to their current residence, this policy is designed to give KCHA additional options for accommodating the needs of its clients the option of a transfer to another housing program when KCHA determines such a move is in the best interest of the client and KCHA.

Exceptions to this policy may be made when approved by the Executive Director to carry out an approved relocation plan for a capital project.

II. APPLICABILITY

This policy is primarily applicable to KCHA's Public Housing, Section 8 Housing Choice Voucher and Project-based assistance provided under KCHA's Private Housing, Local/Tax Credit and Mixed Finance programs. However, in limited circumstances, a transfer may be made available to occupants of KCHA's Preservation program site(s) to assist residents with a move out of the property when KCHA determines such a move is the best option available.

A. KCHA will first seek to maintain a Family's occupancy within the program group (see below) under which the household currently resides.

B. This policy **DOES NOT apply** to Transitional Housing and Permanent Supportive Housing units operated under contract with KCHA. Current residents of such programs are not permitted to transfer within their program or to other programs as stipulated in individual program and occupancy agreements. . (Refer to the Tenant Selection section of the applicable ACOP or Administrative Plan for additional options that may be available to current participants of KCHA affiliated transitional and conditional housing programs).

C. Participants approved to transfer to an alternate housing program (i.e. Public Housing to Project-based subsidy, etc.) will be treated as current participants of the new housing program and will not be subject to standard Housing Authority applicant screening procedures or wait list requirements. **[Exception**: Participants transferring into the Private Housing Program, may be required to pass Owner screening. Cost of screening may be passed to the participant.**]**

[81] Approved under MTW 12/1/2007

D. Participants transferring to an alternate housing program must meet any eligibility requirements specific to the program and/or unit. Upon transferring, Participants will be subject to the rent policies, rental terms and subsidy parameters that apply to the new dwelling unit and/or program. No transfer will be completed until the Participant signs all paperwork required by KCHA for participation in the new program.

The following program groups will be used to determine housing options available to KCHA under this policy:

A. Program Groups:

1. **KCHA Project-based Subsidy programs:** Includes KCHA's Public Housing units and Mixed-Finance and other Project-based Section 8 units owned and/or managed in partnership with KCHA (i.e. Egis, Greenbridge, Birch Creek and other Project-based Section 8 units located at former Public Housing sites as well as other HOPE VI Private Replacement Housing where the applicant waiting list has been combined with KCHA's Public Housing program waiting list).
   a. In general, this program group can accept transfers from any other group, as determined necessary under this policy. However, individual property constraints may limit transfers to Public Housing units operated under a special "set-aside" program or Project-based units jointly funded under the Low-Income Housing Tax Credit (LIHTC) program.
2. **KCHA Tenant-based Subsidy program:** Includes subsidized units funded through the use of a KCHA Housing Choice Voucher.
   a. Due to limited resources, transfers **into** the Section 8 Housing Choice Voucher (HCV) program may only be considered, on a discretionary basis by KCHA, as a last option when no other suitable unit is available. When a family's wait for an appropriate unit has exceeded the maximum threshold established under this policy, transfer to the Housing Voucher program will be considered as provided in Section IV below. Use of a Housing Voucher in such instances will be at the sole discretion of KCHA.
3. **Preservation Program:** Includes units operated and owned by KCHA under a Preservation program contract administered by HUD's Multi-Family Housing office.
   a. Program constraints do not allow households to transfer into this property from another program group.

III. OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. To address emergency situations.

B. To fully utilize housing resources available within KCHA's housing programs in a manner that balances the needs of current participants with that of the Housing Authority.

C. To avoid overcrowding or under occupancy of units by insuring that each Family occupies the appropriate size unit.

D. To facilitate the relocation of a Family when required for modernization or other management purposes.

E. To facilitate relocation of families with inadequate housing accommodations, such as the need for accessibility features not found in the current dwelling unit.

F. To provide an incentive for families to assist in meeting the King County Housing Authority's deconcentration goal.

G. To eliminate vacancy loss and other expense due to unnecessary transfers.

IV. DETERMINING THE APPROPRIATE HOUSING RESOURCE

As stated in Section I above, the Housing Authority will first seek to maintain a Family's occupancy within the **program group** under which the household currently resides. However, under limited circumstances, completion of a transfer to an alternate **program group** (i.e. transferring a Section 8 HCV participant to Public Housing) may become necessary in order to meet the needs of the household and/or the Housing Authority.

Determination of the need to provide assistance under an alternate program group will be made at the sole discretion of the Housing Authority after careful consideration of the facts and documentation received. In determining whether to offer such a transfer, KCHA will evaluate all elements including but not limited to: the individual client's need and urgency of the request; program requirements and regulatory constraints, inventory and turnover; limited resources and availability of other alternative housing options; the number of recent transfers into and out of a program; and, other general considerations of the housing programs. If the evaluation identifies housing resources that can be made available through more than one program, KCHA will have sole discretion regarding the program to which a client's transfer will be approved.

Subsidy under an alternate program group identified in Section II (above) may be provided if a unit of appropriate size, type and location does not exist within the client's current program, or, if such unit does not become available within:

For Category 1 transfers	within 2 Months
For Category 2 transfers	within 12 Months
For Category 3 transfers	within 24 Months
For Category 4 transfers	within 48 Months

All requests that have exceeded the time limits within the appropriate category will be reviewed quarterly to determine if an alternate program group should be used to complete the transfer. Allocation of a Housing Choice Voucher as an available transfer resource will be left to the sole discretion of the Housing Authority – offered only as a last resort following a determination that no other suitable housing is (or will soon be) available. If the Housing Authority's HCV program is over-

leased or if HUD funding is deemed to be inadequate, the option of providing HCV vouchers may be suspended at the sole discretion of the Executive Director or their designee.

In addition, the following guidelines will apply in determining the appropriate housing resource for each household:

A. If a resident turns down a suitable unit offered to them as part of their transfer request without good cause, they will not be eligible to receive a voucher, even if they have exceeded the time limits established by category for transfers.

B. In cases of emergency, KCHA reserves the right to immediately consider all housing options available and assign households to an alternate program group. Such determinations will be made based on individual household circumstances and only with the approval of KCHA Executive Director or designee.

C. Current residents approved for transfer under Category 5 (Incentive Transfers) will not be provided the opportunity to transfer to another housing program.

D. The Housing Authority will consider a dwelling unit located within 25 miles of the current residence suitable for purposes of transfer approval. This means that a resident would not be able to turn down a unit without good cause that is offered at a property that is located within 25 miles of their current property.

V. CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a Family or one of its members. Such situations may involve the need to move a tenant due to:

A. defects of the unit or the building in which it is located that render the current unit uninhabitable;

B. planned modernization work that requires relocation of the household so that work can proceed;

C. the health condition of a family member which results in a determination that the need for the transfer is an “urgent medical necessity”;

D. acts of retaliation or a hate crime against a tenant or household member resulting in a determination a transfer is warranted to ensure safety of the household;

E. the documented request of a local law enforcement agency in order to protect the safety of a witness to a crime; or,

F. documented evidence of domestic violence, dating violence, sexual assault or stalking or the threat of physical violence against the resident or member of the resident’s household, as defined under the Violence Against Women Act . Residents seeking protection under VAWA will be required to

provide certification of their qualification as a victim of domestic violence as defined under the law prior to approval of any transfer request. Acceptable forms of certification include:

1. A completed HUD-approved certification form;

2. A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.;

3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

KCHA's **Emergency Transfer Plan** for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (see Section XIII of this Exhibit) provides information, including how to request an emergency transfer, confidentiality protections, how an emergency transfer may occur and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that KCHA is in compliance with VAWA.

Category 2: Immediate administrative transfers. These transfers are necessary in order to:

A. permit a Family needing accessible features to move to a unit with such a feature;

B. allow a dwelling to be available for non-occupancy purposes when the Housing Authority or Owner has determined such use is in the best interest of the community;

C. permit a transfer to/from a unit designated for a specific use (i.e., child care designated unit) to allow the unit to be used for the specific intended purpose; or,

D. permit a family qualifying for a specific type or size of unit to transfer to a different development in order to address administrative needs.

E. permit recipients of special types of Section 8 vouchers with limited funding from HUD, such as Emergency Housing Vouchers, to move into programs and/or units with a stable funding stream.

   1. This does not include time-limited vouchers, such as Youth Vouchers.

2. This group may be placed ahead of other transfers in this category in order to avoid a gap in housing.

3. KCHA may choose to forgo all waiting periods for moving to different programs with this type of transfer. Other procedural items may also be altered due to the unique nature of this group.

F. allow recipients of time-limited Youth Vouchers who are participants in the KCHA Young Adult Prosperity Program (YAPP) to move to a more permanent subsidy.

1. Transfers of this type will be contingent upon:
   a. the tenant agrees to the forfeiture of any KCHA-managed savings that they have accrued while on the YAPP program.
   b. the tenant being in good standing with YAPP, in addition to being in good standing with their housing program, as detailed below.
   c. written confirmation from a provider associated with the tenant, including KCHA resident services staff, that without ongoing subsidy the family will be at risk of becoming homeless.

2. To prevent a gap in housing, these transfers may be:
   a. placed ahead of other transfers in this category.
   b. allowed to forgo the waiting period to move into a different housing program.

Category 3: Administrative transfers. A participant will be approved to transfer under this category only once in every 3-year period. The following minimum criteria must be met for transfers in this category: (1) The Family must have been a participant for a minimum of one (1) year prior to the date of the transfer request; **and**; (2) the Family will be required to provide third party verification that documents the need for the transfer. These transfers are approved in order to:

A. allow a Family to move closer to the head or spouse's place of employment or education when the following criteria are met:

1. **if to be closer to employment**, the tenant has been employed at the existing job for a minimum of three (3) months and documentation indicates the likelihood that such employment will continue to be ongoing; **or**,
2. **if to be closer to school**, the tenant is currently enrolled in and attending classes, and documentation indicates the education program is projected to continue for a minimum of one (1) year;

In both instances, documentation must indicate that the move will substantially reduce the mileage and/ or travel time or costs of the tenant. (See Section IV: Determining the Appropriate Housing Resource for mileage minimum)

B. allow the Family to move closer to a specialized school where one or more of the children in the Family must attend such a school and documentation is provided to demonstrate that attendance at the school is essential to the child's physical or cognitive development.

A transfer would not be approved when attendance at the special school is due to a matter of "choice" rather than documented need.

C. allow an Elderly or Disabled household to move closer to a natural support or service provider for a specific stated reason that will improve or eliminate the detrimental affects of the current living situation.

D. other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem. (requires approval of the Executive Director)

Category 4: Occupancy Related Transfers. These transfers are approved in order to correct occupancy standards where the unit size is inappropriate for the size and composition of the Family as follows:

A. Under housed units – a Family is under-housed when the number of household members residing in the unit would exceed the Occupancy Standards established by the Housing Authority and/or the Owner by more than two (2) occupants.

B. Over housed units – a Family who resides in a unit larger (i.e. contains more bedrooms) than would be assigned according to Occupancy Standards established by the Housing Authority is considered over-housed.

Review of family composition will be completed at the time of each household's Annual Update (or Lease renewal date or other Re-certification schedule). Participants will be placed on the transfer list as of the date of the review and selected for transfers within the following guidelines:

A. "Over-housed" families will be prioritized for transfer over those qualifying as "Under-housed" as listed in Section VI (Order of Selection) of this policy.

B. Transfers completed in this category will be limited to a maximum of 4 per month.

Category 5: Incentive transfers. These transfers are approved in order to offer incentives to families willing to help meet certain Housing Authority occupancy goals when:

A. the transfer of a family is necessary as part of the Authority's Deconcentration Plan as described in Section 6 (Tenant Selection and Assignment) of the ACOP;

Residents approved for transfer under Category 5 will not be provided the opportunity to transfer to another housing program.

Category RAD Mobility: Mobility Transfers. These transfers are only available for tenants who currently live in a former Public Housing property that was converted to Project-based Section 8 via the HUD Rental Assistance Demonstration (RAD) program. It allows the tenant to move from the property using a Tenant-based voucher.

A. This option is only available to tenants who have lived in the RAD unit for 12 months or more.

B. The number of vouchers issued in this category will be limited to no more than three-quarters of the turnover vouchers issued in a given year.

C. The number of turnover vouchers consists only of vouchers which are pulled from KCHA's general voucher waiting lists. Special purpose vouchers, such as VASH and FUP, are not considered when calculating the cap.

D. When the number of requests for mobility transfers exceeds the cap, names will be held on a transfer list in the order they were received. Tenants will be offered vouchers as they come available.

VI. ORDER OF SELECTION

Transfers will be sorted by the above categories and within each category where applicable by date and time of the approved transfer. Households will be selected and offered a transfer according to the following:

A. Transfers in categories 1, 2 and 3 (Emergency, Immediate and Administrative transfers) will be housed ahead of any other families, including those on the applicant waiting list. Emergency transfers (category 1) will be housed ahead of transfers in category 2. Immediate transfers (category 2) will be housed ahead of those in Category 3.

B. Occupancy-related transfers (category 4) will be housed after transfers in categories 1-3. "Over-housed" families will be prioritized within Category 4 and pulled from the transfer list at a ratio of 3 for every 1 transfer of those who qualify as "Under-housed". Transfers completed in this category will be limited to a maximum of 4 per month, unless otherwise determined necessary by the Housing Authority in order to meet specific program goals or approved by the Executive Director or designee.

C. Incentive Transfers (Category 5) will have the lowest priority and will be housed only after needs in Categories 1, 2, 3 and 4 have been addressed and only when the transfer meets the Occupancy and Administrative needs of KCHA.

   Units will not be held open for availability to particular transfer group if no eligible household is approved for transfer within such group.

   Exceptions may be made to the order of selection when approved by the Executive Director in cases of documented urgent need.

D. **RAD Mobility Transfers** will be conducted only when issuing non-special purpose tenant-based vouchers from the waitlist. These transfers will not be dependent on the order of selection for categories 1 through 5. Vouchers will be offered in order of the date and time of the approved transfer request.

VII. INABILITY TO LOCATE AN APPROPRIATE HOUSING RESOURCE

This policy is designed to give KCHA additional options for accommodating the needs of its clients in light of the limited housing resources available. In limited circumstances, resulting from the urgency of the request or type of unit needed, it may not be possible to identify an appropriate housing resource within KCHA's subsidized unit inventory. In such instances, KCHA reserves the right to offer a participant a transfer to the Section 8 Housing Choice Voucher (HCV) program.

Availability of the use of the HCV program in this manner is not intended to provide a right to any participant to obtain a Housing Voucher upon approval of a transfer request. Any decision to utilize the Section 8 Housing Voucher program as an alternate housing resource will be made at the sole discretion of the Housing Authority's Executive Director (or designee) after careful consideration of the facts and documentation received, including the impact upon HCV resources and competing program needs. Documentation supporting KCHA's determination will be maintained in the participant's file.

A Family approved to transfer to the Section 8 Housing Voucher program to permit a move to an accessible unit will not be allowed to utilize the voucher to lease a unit that does not meet the accessibility requirements indicated on the transfer request.

VIII. REJECTION OF A UNIT OFFER

The following is the policy for the rejection of an offer to transfer:

A. If the Family rejects **with good cause** any unit offered, they will not lose their place on the transfer waiting list. **Good Cause** is defined as:

   1. Reasons related to health and safety, proximity to work, school and childcare (for those working or going to school); or,

   2. Documented situations where an applicant is temporarily unable to move at the time of the offer (such as major surgery requiring a period of time to recuperate, or serving on a jury.); or,

   3. Refusal (turndown) of a zero-bedroom apartment (alcove unit) by a household that includes more than a single (one) individual.

   4. Refusal (turndown) of a transfer to a Project-based or Tenant-based Section 8 subsidy (or unit) by a "Mixed Family" (see definition in Section 2) when the mixed family "prorated rent" calculation procedures of the new subsidy (or unit) would result in a rent that is not affordable for the household.

B. **If the transfer is being made at the request of the Housing Authority and/or Owner** and the Family rejects two offers without good cause, the Housing Authority and/or Owner will take action to terminate their tenancy and/or subsidy.

   1. If the reason for the transfer is that the current unit is too small to meet the Housing Authority or Owner's optimum occupancy standards, the Family may request in writing to stay in the unit

without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

2. Exception for families over-housed in a RAD property at the time of conversion: If the Family lives in a RAD property and was over-housed at that property at the time of RAD conversion then:

   a. Unit offers at properties other than the covered RAD project after the first turndown do not count toward the unit offer rejections. Termination of tenancy and/or subsidy after the second unit rejection is not allowed, per HUD rules.

   b. Units may continue to be offered to the over-housed tenant.

   c. When an appropriately sized unit is offered to the tenant at their RAD property, they must move to that unit per the timelines in this policy.

   d. Rejection of an appropriately sized unit offered to the tenant at the RAD property without good cause will lead to termination and/or loss of subsidy.

C. **If the transfer is being made at the Family's request,** and the Family rejects a unit offer without good cause the Housing Authority will cancel the transfer request and remove the Family from the transfer list.

D. **If the transfer request is a reasonable accommodation request** and a suitable unit is offered by the HA and subsequently turned down by the resident without good cause as described in Section IX-A, the reasonable accommodation request will be considered closed.

E. **"Over-housed" families** will receive a one-time $200 payment if they accept the first suitable unit offered to them.

F. **Over-housed families** who refuse to accept a transfer to an offered unit without good cause (see VIII.A above), will be charged a monthly use (surcharge) fee until they move to a suitably sized unit. The charge will be calculated as the difference between KCHA's (1) Payment Standard for the family's current unit size and (2) the Payment Standard for the unit size for which the family actually qualifies.

IX. COST OF THE FAMILY'S MOVE

The cost of the transfer will be the responsibility of the Family except when approved under the following circumstances:

A. When the transfer is needed at the request of KCHA in order to carry out rehabilitation or modernization activities;

B. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable; or

C. When the transfer is part of an approved reasonable accommodation request.

Where it is determined that the cost of the transfer is the responsibility of the Housing Authority, the Housing Authority will reimburse the tenant for the reasonable costs associated with the move, as determined by the Housing Authority.

X. TENANTS IN GOOD STANDING

When the transfer is at the request of the Family, it will not be approved unless the Family is in good standing with the King County Housing Authority and/or their current Owner. This means the Family must be in compliance with their lease, current in all payments to the Housing Authority or Owner, and must pass a housekeeping inspection, if required by the individual program from which the Family will move.

XI. TENANT REQUESTED TRANSFERS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The tenant will be required to provide supporting documentation regarding their request. The Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Housing Authority will approve or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the Family's name will be added to the appropriate transfer waiting list.

If the transfer is denied, the denial letter will advise the Family of their right to utilize the grievance procedure applicable to their current housing program.

XII. RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

XIII. EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

A. Emergency Transfers

In accordance with the Violence Against Women Act (VAWA)[82], the King County Housing Authority (KCHA) allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[83] The ability to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether KCHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies who may be eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **KCHA** is in compliance with VAWA.

B. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if the tenant:

1. reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit; **or**
2. is a victim of sexual assault that occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Whether or not a tenant is in good standing does not impact their ability to request or be approved for an emergency transfer under VAWA.

C. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall:

1. Notify the Housing Authority and submit a written request for a transfer.

[82] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

[83] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

a. Tenants in the Housing Choice Voucher (Section 8) program should contact their Housing Specialist. To locate the Housing Specialist contact information go to https://www.kcha.org/contact/section-8 or call (206) 214-1300.
b. Tenants living in a KCHA Property should contact their Property Management Office. Phone numbers for these offices are found at https://www.kcha.org/contact/offices.
c. KCHA will provide reasonable accommodations to this policy for individuals with disabilities.

2. The tenant's written request for an emergency transfer should include either:
   a. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under KCHA's program; **or**
   b. In the case of a tenant (or household member) who is a victim of sexual assault, either:
      i. A statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member) stays in the same dwelling unit, or
      ii. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.
3. If the written request for an emergency transfer does not include the required statement, the tenant shall have 14 business days to provide such a statement. After that, a new request for an emergency transfer must be initiated by the tenant.

D. Priority for Transfers

Tenants who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers as a Category 1 Transfer, as described above in this Exhibit.

E. Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, KCHA must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by KCHA employees or contractors if explicitly authorized by KCHA for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

1. the tenant gives KCHA written permission to release the information on a time limited basis; or
2. it is required for use in an eviction proceeding or hearing regarding termination of assistance; or
3. otherwise required by applicable law.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about KCHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

F. Emergency Transfer Timing and Availability

KCHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. KCHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. KCHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If KCHA has no safe and available units for which a tenant who needs an emergency is eligible, KCHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, KCHA will also assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

G. Making the Emergency Transfer Plan Available

As part of program policy documents, KCHA's Emergency Transfer Plan is publicly available, both on https://www.kcha.org/about/policies and by request at any KCHA management office. Alternate formats of these documents are available upon request.

All VAWA forms are available in languages other than English, accessible at https://www.kcha.org/vawa or by requesting them from any KCHA management office.

H. Safety and Security of Tenants

During processing and following completion of the transfer, the tenant is urged to take all reasonable precautions to be safe. The following resources are provided for informational purposes to assist in increasing client safety and security. However, **IN CASES OF EMERGENCY, dial 9-1-1.**

1. Victims of domestic violence are encouraged to contact the **National Domestic Violence Hotline at 1-800-799-SAFE (7233)**. You may also reach them online at https://www.thehotline.org/here-for-you/
   a. For persons with hearing impairments, the hotline may be reached by calling **1-800-787-3224 (TTY)**.

2. Victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE (4673), or visit the online hotline at https://ohl.rainn.org/online/

3. Victims of domestic violence and stalking seeking help may visit the National Center for Victims of Crime's Victim Connect Resource Center at https://victimconnect.org/.

4. Additional Local Resources:
   a. Tenants may contact a local domestic violence shelter for assistance in creating a safety plan.
   b. KCHA Resident Services staff may be able to provide additional resources, please contact your Property Manager or Section 8 Program representative.
   c. Local organizations assisting victims of domestic violence, dating violence, sexual assault, or stalking can be located via the Washington State Coalition Against Domestic Violence webpage https://wscadv.org/washington-domestic-violence-programs/

EXHIBIT P: RESERVED

EXHIBIT Q: RESERVED

EXHIBIT R: INSPECTION FAIL ITEMS

Item #	Seq.	Description	Minor	Major	Depends
Basement	4.06	Basement Ceiling Condition tenant states there is an ongoing ceiling leak around hall light		x	
Basement	4.06	Basement Ceiling Conditions Fixture please check and repair			x
Bathroom	3.01	3rd Bath Bathroom Present downstairs bathroom toilet broken		x	
Bathroom	3.02	Bath Electricity bad light switch main bath	x		
Bathroom	3.03	Bath Electrical Hazards sink faucet has constant drip	x		
Bathroom	3.03	Bath Electrical Hazards need light bulbs in fixture, and working	x		
Bathroom	3.04	Bath Security Bathroom door won't latch	x		
Bathroom	3.04	2nd Bath Security door to downstairs bath needs to close and latch, door warped	x		
Bathroom	3.04	3rd Bath Security Slider door lock not working	x		
Bathroom	3.05	3rd Bath Window Conditions Rear bath leak around window		x	
Bathroom	3.06	Bath ceiling conditions repair ceiling cracks/holes			x
Bathroom	3.06	Bath ceiling conditions repair and finish ceiling	x		
Bathroom	3.06	Bath Ceiling Conditions roof leaking into upstairs bathroom ceiling and fan		x	
Bathroom	3.06	Bath Ceiling Conditions there is soft plaster by exhaust fan, please check for leak and repair		x	
Bathroom	3.06	2nd Bath Ceiling Conditions Ceiling shows signs of leaking when it rains Please check and repair		x	
Bathroom	3.07	Bath wall conditions wall is soft by the toilet area		x	
Bathroom	3.07	Bath Wall Conditions repair wall decay	x		
Bathroom	3.07	2nd Bath Wall Conditions repair wall holes/cracks	N/A		
Bathroom	3.07	2nd Bath Wall Conditions hole in wall above master tub.		x	
Bathroom	3.1	Flush toilet toilet runs constantly	x		
Bathroom	3.1	Bath Flush Toilet flush lever does not work properly	x		
Bathroom	3.1	2nd Bath Flush Toilet supply line to toilet appears to be leaking		x	
Item #	Seq.	Description	Minor	Major	Depends
Bathroom	3.1	Bath Flush Toilet Toilet seat missing	x		
Bathroom	3.1	2nd Bath Flush Toilet Toilet not flushing in master bathroom		x	
Bathroom	3.1	2nd Bath Flush Toilet Master bathroom toilet flush chain broken		x	
Bathroom	3.11	Fixed wash basin sink faucet faucet won't shut		x	

		off			
Bathroom	3.11	Fixed wash basin handle missing on cold water valve		x	
Bathroom	3.11	3rd Bath fixed wash basin downstairs bathroom sink plugged		x	
Bathroom	3.11	Bath Fixed Wash Basin cold water knob on sink stripped		x	
Bathroom	3.11	2nd Bath Fixed Wash Basin sink has a constant drip from faucet	x		
Bathroom	3.11	2nd Bath Fixed Wash Basin small leak under sink		x	
Bathroom	3.11	Bath Fixed Wash Basin faucet leaking --Repair	x		
Bathroom	3.11	2nd Bath Fixed Wash Basin sink and tub leaks			x
Bathroom	3.11	2nd Bath Fixed Wash Basin 1/2 bath sink dripping	x		
Bathroom	3.11	Bath Fixed Wash Basin clear drain blockage		x	
Bathroom	3.11	Bath Fixed Wash Basin Pipe under sink still wet, signs of leaking on board underneath		x	
Bathroom	3.11	Bath Fixed Wash Basin Pipe under sink wet, please check and reseal		x	
Bathroom	3.11	3rd Bath Fixed Wash Basin Sink leaks in small bathroom		x	
Bathroom	3.11	2nd Bath Fixed Wash Basin Sink leaks underneath		x	
Bathroom	3.11	2nd Bath Fixed Wash Basin Hot water faucet knob broken in master bathroom		x	
Bathroom	3.11	Bath Fixed Wash Basin Sink hot water drips constantly & pipes leak under sink (0)		x	
Bathroom	3.12	Bath Tub or Shower not draining		x	
Bathroom	3.12	Bath Tub or Shower shower won't turn on - downstairs bath		x	
Bathroom	3.12	Bath Tub or Shower furnish hot running water to fixture			x
Bathroom	3.12	Bath Tub or Shower repair shower operation			x
Bathroom	3.12	Bath Tub or Shower hardly any hot water to shower, check pipes and divertor		x	
Bathroom	3.12	Bath Tub or Shower please repair the peeling paint in the tub			x
Item #	Seq.	Description	Minor	Major	Depends
Bathroom	3.12	2nd Bath Tub or Shower Black mold growing around shower handle	x		
Bathroom	3.12	2nd Bath Tub or Shower Shower handle broken in master bath		x	
Bathroom	3.12	Bath Tub Or Shower Wall tub surround rot replace		x	
Bedroom	4.01	Bedroom 2 (2nd Fl Front Center) Room Code ctr/frnt bed-hole in wall needs patched correctly	x		

Bedroom	4.02	Bedroom 3 Electrical/Illumination tenant states that Master Bedroom light is shorted		x	
Bedroom	4.03	Bedroom 2 Electrical Hazards install plug in electrical panel opening		x	
Bedroom	4.03	Bedroom 2 (1st Fl Front Left) Electrical Hazards move bed 4-6 in from heat source	x		
Bedroom	4.03	Bedroom 2 (1st Fl Center Left) Electrical Hazards heater not working properly		x	
Bedroom	4.04	Bedroom 2 (1st Fl Back Right) Security need door on all sleeping rooms	x		
Bedroom	4.05	Window Condition repair window to open and close easily	x		
Bedroom	4.05	Bedroom 2 (1st Fl Front Left) Window Conditions window(s) must close and latch properly		x	
Bedroom	4.05	Bedroom 2 (1st Fl Front Left) Window Conditions not locking		x	
Bedroom	4.05	Bedroom 3 (2nd Fl Back Right) Window Conditions window(s) must close and latch properly	x		
Bedroom	4.05	Bedroom 2 (1st Fl Front Left) Window Conditions move bed away from in front of window	x		
Bedroom	4.05	Bedroom 2 (1st Fl Back Right) Window Conditions window(s) must close and latch properly		x	
Bedroom	4.05	Bedroom 2 (1st FL Back Right) Window Conditions window not locking		x	
Bedroom	4.05	Bedroom 1 (1st Fl Front Left) Window Conditions window broken/already ordered		x	
Bedroom	4.05	Bedroom 2 Window Conditions Window lock notworking. Thumb screw locks not acceptable		x	
Bedroom	4.06	Ceiling conditions please repair holes in the ceiling			x
Item #	Seq.	Description	Minor	Major	Depends
Bedroom	4.06	Bedroom 2 Ceiling Conditions tenant states water spots forming on ceiling when it rains		x	
Bedroom	4.06	Bedroom 2 Ceiling Conditions tenant states water spots forming on ceiling when it rains		x	
Bedroom	4.07	Bedroom 2 (2nd Fl Front Center) Wall Conditions ctr/frnt bed - remove clothes to make a 3 ft path around bed	x		
Bedroom	4.08	Bedroom 2 Floor Conditions patch flooring and/or floor hole		x	
Bedroom	4.08	Bedroom 2 Floor Conditions carpet is shredded by doorway	x		
Bedroom	4.08	Bedroom 3 (2nd Fl Back Left) Floor Conditions repair or replace torn carpet	x		

Bedroom	4.08	Bedroom 1 (1st Fl Front Left) Floor Conditions clutter every where unit needs to be free of clutter			x
Bedroom	4.1	Smoke Detectors secure smoke detector - 24 hour repair		x	
Bedroom	4.1	Bedroom 2 (1st Fl Back Left) Smoke Detectors secure smoke detectors	x		
Bedroom	4.05	Bedroom 1 Conditions Window lock not catching when closed - 1st bedroom		x	
Bedroom	4.08	Bedroom 3 (2nd Fl Back Left) Floor Conditions patch flooring and/or floor hole		x	
Building Exterior	6.02	Exterior Condition Stairs Rails Porches door needs to close and lock		x	
Building Exterior	6.02	Exterior Condition Stairs Rails Porches several rotted boards on deck		x	
Building Exterior	6.02	Exterior Condition Stairs Rails Porches metal railing is rusted through and very loose		x	
Building Exterior	6.02	Exterior Condition Stairs Rails Porches secure carpet in common hall at transition	x		
Building Exterior	6.02	Exterior Condition Stairs Rails Porches broken railing on the lower stairs		x	
Building Exterior	6.04	Exterior Condition Exterior Surfaces deck and rails needs painting			x
Item #	Seq.	Description	Minor	Major	Depends
Building Exterior	6.04	Exterior Condition Exterior Surfaces tiles not installed on deck			x
Dining Room	4.03	Dining Room Electrical Hazards heater not working properly		x	
Dining Room	4.04	Security doorknob from dining room to carport not working		x	
Dining Room	4.04	Dining Room Security sliding glass door won't lock. Fix or attach a chain lock or pin		x	
Dining Room	4.07	Dining Room Wall Conditions repair or replace slider lock		x	
er	4.07	Hall Wall Conditions handrail came off, in hall stairs		x	
Exterior	6.01	Exterior Condition Of Foundation Secure crawl space cover	x		
Exterior	6.02	Exterior Condition Stairs Rails Porches handrail loose out front, nails sticking out		x	
Exterior	6.02	Exterior Condition Stairs Rails Porches repair rotted, missing railing		x	
Exterior	6.02	Exterior Condition Stairs Rails Porches Stairs/Rails/Porches/Decks must be free of missing/broken/Rotting		x	
Exterior	6.02	Exterior Condition Stairs Rails Porches repair or replace deteriorated section(s) of porch deck		x	

Exterior	6.02	Exterior Stairs Rails Porches both motion detector lights not working, in carport and by back	x		
Exterior	6.02	Exterior Condition, Stairs Rails Porches Deck boards are dryrot - replace		x	
Exterior	6.02	Exterior Condition, Stairs Rails Porches need handrail on stairway to back parking lot from back right stairway		x	
Exterior	6.02	Exterior Condition Stairs Rail Porches Need handrail for stairs over 30" high at entry		x	
Exterior	6.02	Exterior Condition Stairs Rails Porches Back deck rail rotted		x	
Exterior	6.03	Exterior Condition Roof/Gutters connect downspout	x		
Exterior	6.04	Exterior Condition Exterior Surfaces secure faucet	x		
Exterior	6.04	Exterior Condition Exterior Surfaces tenant needs to remove mattress	x		
Exterior	6.04	Exterior Condition Exterior Surfaces need to remove garbage and debrisin back yard			x
Item #	Seq.	Description	Minor	Major	Depends
Exterior	6.04	Exterior Condition Exterior Surfaces need light for front entrance way missing	x		
Exterior	6.04	Exterior Condition Exterior Surfaces Back deck - replace rotted boards		x	
Exterior	6.04	Exterior Condition Exterior Surfaces Hand rail needed front steps/4 or more steps.		x	
Exterior	6.04	Exterior Condition Exterior Surfaces Back deck has several rotted boards		x	
Exterior	6.04	Exterior Condition Exterior Surfaces Romex wiring to front porch light needs to be in conduit			x
Exterior	6.04	Exterior Condition Exterior Surfaces Several rotted & loose boards on deck		x	
Exterior	6.04	Exterior Condition Exterior Surfaces Need house #'s on front of unit	x		
General H&S	8.03	Safety Evidence of Infestation exterminate for rodents		x	
General H&S	8.04	Safety Garbage or Debris or need to be registered to tenants on the lease, fax a copy of registration or title to 206-357-2450	x		
General H&S	8.04	Safety Garbage & Debris tenants friend needs to remove all their belongings from inside unit, kitchen area downstairs, and in the garage	x		
General H&S	8.04	Safety Garbage & Debris remove all trash and debris from yard	x		
General H&S	8.04	Safety Garbage & Debris move boat parked on grass in backyard, boat needs to be registered to tenant, fax a copy of ownership to 206-357-2450	x		

General H&S	8.04	Safety Garbage & Debris remove all trash and debris from yard			x
General H&S	8.04	Safety Garbage & Debris owner needs to remove old dishwasher and stuff on left side of house			x
General H&S	8.06	Safety Interior Stairs/Halls install missing or secure loose stairway switch cover	x		
General H&S	8.06	Safety Interior Stairs/Halls hole in stairwell	x		
General H&S	8.06	Safety Interior Stairs/ Halls Handrail on stairs going up is broken		x	
General H&S	8.07	Safety other interior hazards please investigate soft spots in the floor area		x	
General H&S	8.07	Safety other interior hazards carpets needs to be cleaned	x		
Item #	Seq.	Description	Minor	Major	Depends
General H&S	8.09	Safety Interior Air Quality unit smells of very strong pet feces		x	
General H&S	8.09	Safety Interior Air Quality carpet is unsanitary - tenant clean		x	
General H&S	8.1	Safety Site & Area condition remove cars not registered to tenants	x		
General H&S	8.1	Safety Site & Area condition clean up back yard	x		
General H&S	8.1	Safety Site & Area condition left side of deck has board starting to rot	x		
General H&S	8.1	Safety Site & Area Condition remove broken glass from outside bathroom window		x	
General H&S	8.1	Safety Site & Area Condition handrail on front walkway broken and protruding		x	
General H&S	8.1	Safety Site & Area Condition repair or remove non-running car; remove car not registered to tenant	x		
General H&S	8.1	Safety Site & Area Condition remove cars not owned by tenants	x		
General H&S	8.1	Safety Site & Area Condition Remove junk vehicle, car in garage needs to registered to tenant or removed, fax a copy of registration to me at 206-357-2450	x		
General H&S	8.1	Safety Site & Area Condition tenant needs to remove camper and truck parked on grass in back yard, needs to be parked on a parking strip, gravel, or blacktop area	x		
General H&S	8.1	Safety Site & Area Condition Deflate & empty pool in back of standing water	x		
General H&S	8.1	Safety Site & Area Condition State law requires all freezers outdoors must be locked or chained shut		x	
General H&S	8.1	Safety Site & Area Condition remove inoperative vehicle from property.	x		

General H&S	8.1	Safety Site & Area Condition Back fence falling down. Posts appear to be rotted	x		
General H&S	8.1	Safety Site & Area Condition Left side gate broken	x		
General H&S	8.1	Safety Site & Area Conditions Secure fences on south side	x		
General H&S	8.1	Safety Site & Area Condition Remove all cars from backyard; all vehicles must be registered to tenants	x		
Item #	Seq.	Description	Minor	Major	Depends
General H&S	8.1	Safety Site &Area Condition 2 cars without plates ---Tenant show proof of owner--- cars have to be operable	x		
Halls	4	Smoke Detectors tenant given battery for smoke detector		x	
Halls	4.03	Halls Electrical Hazards repair or replaces switches as necessary to work properly	x		
Halls	4.03	Halls Electrical Hazards please inspect dryer; tenant claims it shocks her		x	
Halls	4.03	Hall Electrical Hazards repair or replace light fixture	x		
Halls	4.06	Ceiling conditions please repair leak - patch and paint upon completion		x	
Halls	4.06	Ceiling conditions repair ceiling cracks/holes		x	
Halls	4.06	Halls Ceiling Condition repair ceiling by skylight	x		
Halls	4.06	Halls Ceiling Conditions cover exposed wires in ceiling with a cover plate		x	
Halls	4.07	Halls Wall Conditions the dryer does not work	x		
Halls	4.1	Smoke Detectors installed new battery, unit did not function		x	
Halls	4.1	Smoke Detectors secure smoke detector to ceiling		x	
Halls	4.1	Halls Smoke Detectors secure smoke detector		x	
Halls	4.1	Smoke Detectors secure smoke detector	x		
Halls	4.1	Hall(s) Smoke Detectors Smoke Detector not working		x	
Halls	4.1	Hall(s) Smoke Detectors need battery		x	
Halls	4.1	Hall(s) Smoke Detectors Smoke detector hanging down in upstairs hall		x	
Heating & Plumbing	7.02	Safety of Heating Equip. repair or replace furnace		x	
Heating & Plumbing	7.02	Safety of Heating Equip. furnace safety check recommends replacing furnace	x		
Heating & Plumbing	7.04	Water Heater tenant states hot water runs out after 10 miinutes	x		
Heating & Plumbing	7.04	Heat/Plumbing Water Heater tenant states hot water runs out after 15 minutes	x		

Item #	Seq.	Description	Minor	Major	Depends
Kitchen	2.03	Kitchen Electrical Hazards repair GFCI next to sink on right side not working		x	
Kitchen	2.03	Kitchen Electrical Hazards dishwasher not operating	x		
Kitchen	2.03	Kitchen Electrical Hazards dial broken off on heater		x	
Kitchen	2.03	Kitchen Electrical Hazards GFI on left side of stove not testing and resetting, replace		x	
Kitchen	2.03	Kitchen Electrical Hazards both outlets on right side of stove not working		x	
Kitchen	2.03	Kitchen Electrical Hazards Kitchen heater arcing & sparking		x	
Kitchen	2.05	Kitchen Window Conditions kitchen window jammed	x		
Kitchen	2.05	Kitchen Window Conditions windows must close and latch properly	x		
Kitchen	2.06	Kitchen Ceiling Conditions please take smoke det. down in the kitchen due to it going off all the time	x		
Kitchen	2.06	Kitchen Ceiling Conditions Ceiling to be free of cracked or sagging plaster/drywall;Damaged/Missing		x	
Kitchen	2.07	Kitchen Wall Conditions washing machine not working properly, leaks when used	x		
Kitchen	2.08	Kitchen Floor Conditions lino. is discolored in front of w/d and bath, from water leak	x		
Kitchen	2.1	eye burner on stove top not connected		x	
Kitchen	2.1	Stove/Range w/Oven broil bracket not on		x	
Kitchen	2.1	Stove/Range w/Oven work		x	
Kitchen	2.1	Kitchen Stove/Range w/Oven repair burner..secure		x	
Kitchen	2.1	Kitchen Stove/Range w/Oven RR burner not operating		x	
Kitchen	2.1	Kitchen Stove/Range w/Oven RF burner not operating		x	
Kitchen	2.1	Kitchen Stove/Range w/Oven RR burner not operating		x	
Kitchen	2.1	Kitchen Stove/Range w/Oven secure handle	x		
Kitchen	2.1	Kitchen Stove/Range w/Oven replace broken control knob(s)	x		
Kitchen	2.1	Kitchen Stove/Range w/Oven right front burner, knob broken off	x		
Kitchen	2.1	Kitchen Stove /Range w/Oven tenant states not hot enough in oven	x		
Kitchen	2.1	Kitchen Stove/Range w/Oven left front burner, not working properly		x	
Kitchen	2.1	Kitchen Stove/Range w/Oven cannot read	x		

		bake/broil dial please replace			
Item #	Seq.	Description	Minor	Major	Depends
Kitchen	2.1	Kitchen Stove/Range W/Oven repair all stove/oven elements to light		x	
Kitchen	2.1	Kitchen Stove/Range W/Oven right rear burner knob broken	x		
Kitchen	2.1	Kitchen Stove/Range W/Oven Broiler element not coming on		x	
Kitchen	2.1	Kitchen Stove/Range W/Oven Oven door not closing & sealing		x	
Kitchen	2.1	Kitchen Stove /Range w/Oven right rear burner connector loose	x		
Kitchen	2.1	Kitchen Stove/Range W/Oven Left burner knob melted		x	
Kitchen	2.1	Kitchen Stove/Range W/Oven Stove knobs not working	x		
Kitchen	2.1	Kitchen Stove/Range W/Oven Clean stove/range and burners	x		
Kitchen	2.1	Kitchen Stove/Range W/Oven Oven door handle off		x	
Kitchen	2.11	Kitchen Refrigerator leaking water on floor	x		
Kitchen	2.11	Kitchen Refrigerator need a light bulb in refrigerator	x		
Kitchen	2.12	Kitchen sink leaks on top of faucet	x		
Kitchen	2.12	Kitchen Sink kitchen faucet constantly drips		x	
Kitchen	2.12	Kitchen Sink clear drain blockage	x		
Kitchen	2.12	Kitchen Sink small sink has a slow drain, please clear	x		
Kitchen	2.12	Kitchen Sink tenant claims leak under sink	x		
Kitchen	2.12	Kitchen Sink Kitchen sink leaks around the base	x		
Kitchen	2.12	Kitchen Sink faucet leaks and drips, does not shut off properly	x		
Kitchen	2.12	Kitchen Sink faucet leaks at base	x		
Kitchen	2.12	Kitchen Sink sprayer head broken	x		
Kitchen	2.12	Kitchen Sink sink faucet has constant drip		x	
Kitchen	2.12	Kitchen Sink faucet leaks under sink; repair decay as well			x
Kitchen	2.12	Kitchen Sink broken faucet cover	x		
Kitchen	2.12	Sink repair or replace garbage disposal unit	x		
Kitchen	2.12	Kitchen Sink sink must be free of leaks & surface defects (I.E., porcelain IPS/Crack)	x		
Kitchen	2.12	Kitchen Sink Dishwasher must work/ repair or remove	x		
Kitchen	2.12	Kitchen Sink Pipe under sink is leaking		x	
Kitchen	2.12	Kitchen Sink Sink leaks underneath		x	
Item #	Seq.	Description	Minor	Major	Depends
Kitchen	2.12	Kitchen Sink spray handle broken & faucet leaks		x	

Laundry	4.05	Laundry Window Conditions cracked window, replace glass		x	
Living Room	1.02	Living Room Electricity Living room heater clicks off intermittently and has to be reset		x	
Living Room	1.03	Living Room Electrical Hazards Dining Room heater not operating		x	
Living Room	1.03	Living Room Electrical Hazards heater not operating; move items 18" from heater		x	
Living Room	1.03	Living Room Electrical Hazards heater not working properly		x	
Living Room	1.03	Living Room Electrical Hazards Outlets next to front door appear to have arced & top not working	x		
Living Room	1.04	Living Room Security front door not sealing…appears to be bowed		x	
Living Room	1.04	Living Room Security slider window not locking		x	
Living Room	1.04	Living Room Security Entry door not latching		x	
Living Room	1.05	Living Room Window Condition must close and latch properly, both not locking		x	
Living Room	1.05	Living Room Window Condition window must close and latch properly		x	
Living Room	1.05	Living Room Window Condition window must close and latch properly, lock on window broken off			x
Living Room	1.06	Living Room Ceiling Condition repair ceiling cracks/holes wet scrape and remove peeling paint	x		
Living Room	1.06	Living Room Ceiling Condition check ceiling for leak	x		
Living Room	1.06	Living Room Ceiling Condition spots in ceiling sign of water	x		
Living Room	1.06	Living Room Ceiling Condition mirror in ceiling loose remove	x		
Living Room	1.08	Living Room Floor Condition floor dirty please clean	x		
Misc.	4.01	Misc. Room Code Secondary stove		x	
Misc.	4.03	Misc. Electrical Hazards bake element does not work and needs to be replaced		x	
Misc.	4.07	Wall Conditions handle and lock broken on slider		x	
Other	4.02	Dining Room Electricity/Illumination Forced air heater not working		x	
Item #	Seq.	Description	Minor	Major	Depends
Other	4.08	Other 2 (1st Fl Back Right) Floor Conditions need access to sink and stove, furniture blocking area	x		
Other	4.08	Other 2 (1st Fl Back Right) Floor Conditions furniture needs to be removed and stored in garage area		x	

Other	4.08	Other 2 (1st Fl Center Right) Floor Conditions flooring warped in rec room and in hallway downstairs from water leaking in room		x	
Porch	4.08	Porch(s)Floor Conditions repair source of water stains and any associated damage		x	
Porch	4.08	Porch(s) Wall Conditions walls wet from water leaking into room		x	
Porch	4.08	Porch(s) Floor Conditions carpet all wet, water leaking into back room on porch		x	
Secondary	5.02	Secondary Security tenant is storing her brother and sister's belongings in the garage	x		
Secondary	5.02	Secondary Security garage --repair damaged door lock		x	
Secondary	5.02	Secondary Security owner needs to have a padlock on storage shed door if keep her belongings in storage shed	x		
Secondary	5.02	Secondary Security back door jam is broken needs to be replaced		x	
Secondary	5.02	Secondary Security garage door in front needs to open and lock		x	
Secondary	5.02	Secondary Security Garage door not opening properly all the time, have to open manually, please fix or replace	x		
Secondary	5.02	Secondary Electrical Hazards Halogen light over garage door not working, fix or remove fixture	x		
Secondary	5.03	Secondary electrical hazards electrical box-blank spacers needed	x		
Secondary	5.03	Secondary electrical hazards in outside storage closet	x		
Secondary	5.04	Other Hazards on back patio chained and lock		x	
Secondary	5.04	Secondary Other Hazards family room -- need wall plates. Needs railing	x		
Secondary	5.04	Other Hazards clean up carport area, get rid of stuff you don’t want and haul away			x

Item #	Seq.	Description	Minor	Major	Depends
Secondary	5.04	Secondary Other Hazards it is already boarded up on the inside, but needs to be removed		x	
Secondary	5.04	Secondary Other Haxards Tenant has bunkbed in garage next to furnace---Do not sleep in garage by furnace	x		
Site/Area	8.1	Safety Site & Area conditions all cars to be operable and currently registered to tenants			x

EXHIBIT S: RESERVED

EXHIBIT T: AFFIRMATIVELY FURTHERING FAIR HOUSING PLAN

Three Major Impediments to Fair Housing in King County: According to the King County Consolidated Plan, 2005 – 2009, the three major impediments to fair housing are

I. HOUSING DISCRIMINATION IMPEDIMENTS:

- Rental market discrimination, with the most notable discrimination occurring on the basis of race, national origin, disability and familial status;
- Discriminatory financing in home ownership including predatory lending, on the basis of race or national origin and sometimes age; and,
- Discriminatory zoning issues and practices and discrimination by housing associations.

II. ADMINISTRATIVE PRACTICE IMPEDIMENTS:

- Access to fair housing rights information on a day-to-day basis;
- Confusion about where to go for help with fair housing and where to send people for help;
- Local jurisdiction capacity for fair housing enforcement mechanisms where most of the discrimination occurs; and
- Lack of monitoring for sub-recipients, i.e., entities awarded funds for projects.

III. INADEQUATE SUPPLY OF AFFORDABLE HOUSEHOLDS FOR THE LOWEST INCOME LEVELS:

Since 2003, King County Housing Authority has been a Moving to Work Housing Authority, as a result of being named a high-performing housing authority by the U.S. Department of Housing and Urban Development. As mandated by Congress, the MTW Demonstration project provides KCHA and other designated housing authorities with significant flexibility to develop approaches to meet the jurisdiction's housing needs. Two specific goals of the MTW program are to expand KCHA clients' housing choices and preserving and increasing affordable housing opportunities while focusing on those in greatest needs.

Actions taken by King County Housing Authority (KCHA) to further fair housing through EXAMINATION OF ITS PROGRAMS OR PROPOSED PROGRAMS:

Through the annual submission of an MTW Report to HUD, KCHA outlines program accomplishments and evaluates progress towards upcoming goals. In addition, an MTW Annual Plan is developed and submitted annually to HUD detailing any new projects which are being proposed for the upcoming year. A number of revisions have been made to the Section 8 program to further fair housing including increases to the payment standard, creation of programs to assist homeless and special needs clients, and increased access to the reasonable accommodation process.

Actions taken by KCHA to IDENTIFY AND REDUCE IMPEDIMENTS TO FAIR HOUSING CHOICE:

The following are specific King County Housing Authority efforts to identify and reduce impediments to fair housing choice:

1. **Expanding its role as the safety net for homeless and special needs populations in King County:** In partnership with the Bill and Melinda Gates Foundation and local governments, King County Housing Authority (KCHA) has created a network of service-enriched housing for homeless families. It has redefined tenant selection preferences to move more homeless families into public housing. KCHA's "Housing First" program, in partnership with local behavioral health care systems and United Way, provides housing and services to chronically homeless individuals, those who are most susceptible to housing discrimination.
2. **Ending Homelessness:** KCHA is a leader in the region's efforts to end homelessness by expanding housing for homeless and special needs households, working to serve "hard-to-house" populations not traditionally served by mainstream housing programs, and coordinating rental subsidies with private and public service funding. This year, partnering with King County and behavioral health providers, KCHA will house up to 100 chronically homeless and mentally ill individuals who currently cycle between psychiatric hospitals, jails and the street.
3. **Public Housing and Section 8 Admissions Preferences:** When selecting applicants, KCHA uses local preferences for the Public Housing, Section 8 Housing Choice Voucher and Project-based Assistance programs. Each program's policies are developed in concert with other admissions-related policies. KCHA continues to monitor the impact of the Public Housing site based, regional and Sound families waiting lists and will use MTW authority where needed to address problem areas.
4. **Limited English Persons (LEP):** Communicating with clients with limited English proficiency is a priority to assure that applicants and residents understand program requirements. Since public housing residents speak more than 20 languages, KCHA has developed a plan to assist clients with limited English proficiency navigate our programs. A working group meets regularly to discuss new ideas on improving communication to LEP clients.
5. **Reasonable Accommodations:** When an applicant for housing indicates on the application that he/she needs reasonable accommodations in their housing, the application is referred to KCHA's Section 504 Coordinator for assistance in locating accessible public housing units that meet the reasonable accommodation needs of the applicant. Those needs include **voucher extensions, additional bedroom requests**, and higher payment standards to name a few. In 2008 the King County Section 8 program received 591 requests of which 454 were approved.
6. **Staff Training, Advocacy and Tenant Education:** King County Housing Authority pursues the following additional strategies to address identified impediments to fair housing choice, including:
   - Providing staff training on current changes in laws and regulations.
   - Providing active outreach and education to landlords throughout King County about Section 8 to increase the number of potential landlords willing to accept Section 8 tenants.
   - Intervening with landlords to address concerns.
   - Offering education to Section 8 and Public Housing program participants about their fair housing rights and how to file complaints, sometimes assisting them with the filing process.

Actions undertaken by KCHA to ADDRESS ADMINISTRATIVE IMPEDIMENTS TO FAIR HOUSING IN VIEW OF AVAILABLE RESOURCES:

King County Housing Authority staff in all offices including the corporate office, the Section 8 office and the on-site management offices are aware of local resources which can assist tenants to deal with discrimination in housing. When an applicant or tenant calls regarding a landlord/tenant concern, the caller is referred to their local fair housing office and the Tenant's Union. Applicants receiving housing vouchers also are given information regarding fair housing at their orientation. Between 2004 and 2006, King County Housing Authority established site-based management offices at each of its public housing sites in an effort to make services more accessible. In addition an on-line Section 8 Housing application was instituted for greater accessibility.

Actions undertaken by KCHA to WORK WITH LOCAL JURISDICTIONS TO IMPLEMENT INITIATIVES TO FURTHER FAIR HOUSING:

1. **Deconcentration:** Utilizing the HOPE VI program, new project-basing rules for Housing Choice vouchers developed under MTW and KCHA's bond and tax credit financed inventory, KCHA is giving low income households greater access to neighborhoods with strong school systems and ample entry-level job opportunities.
2. **Encouraging Homeownership:** Using a Resident Opportunity Self-Sufficiency (ROSS) grant and MTW flexibility, KCHA is helping public housing residents become homeowners. Exceeding the program target, 312 households purchased homes under the program, with 66% utilizing KCHA down payment assistance grants of up to $15,000.
3. **King County's Plan to End Homelessness in Ten Years (A Roof Over Every Bed in King County: Our Community's Ten-Year Plan to End Homelessness):** This local Ten-Year Plan reflects a regional commitment to seek long-term and sustainable solutions to homelessness, utilizing best practices and programs that produce tangible results. Its priorities are: homeless prevention; development of new housing and improved connections to support services; and building the community and political will to end homelessness. In 2005, this Plan was adopted and the Committee to End Homelessness in King County (CEHKC) was formed. CEHKC is made up of representatives of nonprofit organizations, businesses, local governments, homeless advocates and the faith community. KCHA's Executive Director, Stephen Norman, is the Co-Chair of the Interagency Agency Council, which oversees implementation efforts of the 10-year plan. KCHA uses this plan as a tool in identifying unmet housing needs and aligning KCHA resources with other funders to address those needs.

Actions undertaken by KCHA to PROACTIVELY ADDRESS ACCESSIBILITY PROBLEMS FOR PERSONS WITH DISABILITIES:

King County Housing Authority maintains policies and procedures which are part of a reasonable accommodation plan with the deliberate intention of addressing challenges of all people with disabilities. The following proactive steps address these challenges:

1. **Assist program applicants and participants to gain access to supportive services available within the community, but not require eligible applicants or participants to accept supportive services as a condition of continued participation in the program.** King County Housing Authority provides Resident Services Coordinators for each of the 23 senior and disabled properties. Each of these coordinators has information and directories of services available in the community and can inform residents of supportive services provided by community-based agencies. Acceptance of supportive services is not a condition of continued participation in the program.
2. **Identify public and private funding sources to assist participants with disabilities in covering the costs of structural alternations and other accessibility features that are needed as accommodations for their disabilities.** In the public housing properties owned by King County Housing Authority, costs of approved reasonable accommodations are paid for KCHA. In both Section 8 Tenant-based and Project-based programs, requests for reasonable accommodations are between the resident and the landlord. Section 8 staff maintains lists of possible private agencies that can help complete the work and can assist in locating resources.
3. **Not deny persons who qualify for HCV under this program other housing opportunities or otherwise restrict access to PHA program to eligible applicants who choose not to participate.** Generally, King County Housing Authority does not make participation in services a condition of housing. However, under certain circumstances where the service is directly tied to the housing program, particularly in Project-based units, services may be required for program participation.
4. **Provide housing search assistance.** In addition to maintaining a list of landlords willing to participate in the Section 8 program, King County Housing Authority contracts with the YWCA of Seattle, King and Snohomish Counties to provide housing search assistance for HCV applicants.
5. **In accordance with rent reasonable requirements, approve higher rents to owners that provide accessible units with structural modifications for persons with disabilities.** King County Housing Authority performs a rent reasonable test on all Section 8 units and will consider any improvements made by a landlord to make a unit accessible for a person with a disability. In addition, KCHA has a full time 504 Coordinator who reviews any request for a higher rent as a reasonable accommodation and will adjust rents for accessible units.
6. **Provide technical assistance, through referrals to local fair housing and equal opportunity offices, to owners interested in making reasonable accommodations or making units accessible to persons with disabilities.** The King County Housing Authority Section 8 office provides a website that allows owners to advertise accessible units. While KCHA does not fund

a private owner to renovate for accessibility, they will assist by directing them to possible agencies that perform or fund the desired accommodation.

Actions undertaken by KCHA to MAINTAIN RECORDS REFLECTING ACTIONS TAKEN TO FURTHER FAIR HOUSING:

Records of analysis and actions outlined in this plan are kept through monthly, quarterly, and yearly reports presented in a variety of formats including the MTW Annual Report and Plan, quarterly financial reports, monthly Section 8 and Public Housing management reports, and updates to the HCV Administrative Plan.

CERTIFICATION

The King County Housing Authority certifies that it operates it programs in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

SOURCES OF INFORMATION: Sources of information include the following:

1. The major source of information providing guidelines for the investment of certain federal housing and community development funds in King County outside the City of Seattle, during 2005-2009 is the "Consolidated Plan," a document written by representatives of the King County Consortium, an organization made up of 35 small cities and the unincorporated areas of King County. The Plan had extensive input from a wide range of additional stakeholders including agencies, advocates, community-based organizations, local and state government staff, and members of the public including low income individuals.
2. The most current housing action plan and "Analysis of Impediments to Fair Housing Choice" was published in 2005 and will be in effect through 2009.
3. Reference is made to fair housing in the 2009 Moving to Work Annual Plan for the King County Housing Authority.
4. Reports are published quarterly by the Committee to End Homelessness.

IV. ADDENDUM #1

FAMILY UNIFICATION PROGRAM

(a). Actions undertaken by King County Housing Authority to ENSURE CERTIFICATION OF FUP ELIGIBLE FAMILIES THAT MAY BE ON KCHA'S WAITING LIST AND ENSURE THAT THE FAMILY MAINTAIN THEIR ORIGINAL POSITION ON THE WAITING LIST AFTER CERTIFICATION.

As part of the Memorandum of Understanding with the local Department of Child and Family Services (DCFS), KCHA will create a data sharing agreement whereby the names on the HCV waiting list will be cross-referenced with the DCFS list of eligible families. Those families identified as FUP eligible will be given preference on the FUP waiting list. Families will maintain their original position on the HCV waiting list until they receive either a FUP voucher or a general voucher, whichever occurs first.

(b). Actions undertaken by King County Housing Authority to APPROPRIATELY PLACE ALL FUP ELIGIBLE FAMILIES REFERRED FROM DCFS ON THE HCV WAITING LIST IN ORDER OF FIRST COME, FIRST SERVED.

Eligible Families referred by DCFS will be given a housing preference and placed on the FUP waiting list. Families will be selected from this list on a first-come, first-served basis.

(c). Actions undertaken by King County Housing Authority to INFORM APPLICANTS ON HOW TO FILE A FAIR HOUSING COMPLAINT INCLUDING THE PROVISION OF THE TOLL FREE NUMBER FOR THE HOUSING DISCRIMINATION HOTLINE: 1-800-669-9777 or the Federal Information Relay Service at 1-800-887-8339.

All Section 8 applicants including FUP participants attend an orientation briefing where they receive information packets including copies of the Fair Housing Complaint file form and instructions for filing. This paperwork includes the toll free number for the housing discrimination hotline. If they file a complaint, they can send these forms directly, or King County Housing Authority will send the forms for them.

V. ADDENDUM #2:

RENTAL ASSISTANCE FOR NON-ELDERLY PERSONS WITH DISABILITIES IN SUPPORT OF DESIGNATED HOUSING PLANS

(a). Actions undertaken by King County Housing Authority to IDENTIFY NON-ELDERLY DISABLED FAMILIES ON ITS PUBLIC HOUSING WAITING LIST THAT WILL NOT BE HOUSED DUE TO AN APPROVED OR SUBMITTED DESIGNATED HOUSING PLAN.

KCHA has reconstructed the waiting lists for the Public Housing buildings affected by the designated housing plan and will contact the non-elderly disabled applicants at their last known address. Any qualifying applicant responding to the inquiry will be given priority to receive a Housing Choice Voucher.

(b). Actions undertaken by King County Housing Authority to INFORM APPLICANTS ON HOW TO FILE A FAIR HOUSING COMPLAINT INCLUDING THE PROVISION OF THE TOLL FREE NUMBER FOR THE HOUSING DISCRIMINATION HOTLINE: 1-800-669-9777 or the Federal Information Relay Service at 1-800-887-8339.

All Section 8 applicants including FUP participants attend an orientation briefing where they receive information packets including copies of the Fair Housing Complaint file form and instructions for filing. This paperwork includes the toll free number for the housing discrimination hotline. If they file a complaint, they can send these forms directly, or King County Housing Authority will send the forms for them.

VI. ADDENDUM #3:

RENTAL ASSISTANCE TO NON-ELDERLY PERSONS WITH DISABILITIES RELATED TO CERTAIN TYPES OF SECTION 8 PROJECT-BASED DEVELOPMENTS AND SECTIONS 202,221(d)(3) and 236 DEVELOPMENTS (CERTAIN DEVELOPMENTS)

(a). Actions undertaken by King County Housing Authority to IDENTIFY AND CONTACT ALL NON-ELDERLY DISABLED FAMILIES THAT WERE AFFECTED BY THE PREFERENCES, OR RESTRICTED OCCUPANCY, TO CERTAIN UNITS IN CERTAIN DEVELOPMENTS FOR OCCUPANCY BY ELDERLY FAMILIES ONLY.

KCHA has identified a number of buildings in our jurisdiction that restricted housing to elderly families only and has been able to obtain a copy of their waiting lists at the time the elderly only designation was implemented. KCHA will contact the non-elderly disabled applicants at their last known address. Any applicant responding to the inquiry will be given priority to receive a Housing Choice Voucher.

(b). Actions undertaken by King County Housing Authority to INFORM INDIVIDUALS ON HOW TO FILE A FAIR HOUSING COMPLAINT INCLUDING THE PROVISION OF THE TOLL FREE NUMBER FOR THE HOUSING DISCRIMINATION HOTLINE: 1-800-669-9777 or the Federal Information Relay Service at 1-800-887-8339.

All Section 8 applicants including FUP participants attend an orientation briefing where they receive information packets including copies of the Fair Housing Complaint file including the phone number. If they file a complaint, they can send these forms directly, or King County Housing Authority will send the forms for them.

VII. ADDENDUM #4:

RENTAL ASSISTANCE FOR NON-ELDERLY PERSONS WITH DISABILITIES APPLYING ON THEIR OWN OR TRANSITIONING FROM NURSING HOMES OR OTHER HEALTH CARE FACILITIES

(a). Actions undertaken by King County Housing Authority to IDENTIFY NON-ELDERLY DISABLED FAMILIES TRANSITIONING FROM NURSING HOMES AS WELL AS OTHER NON-ELDERLY DISABLED FAMILIES ON ITS SECTION 8 WAITING LIST .

As part of the Memorandum of Understanding with the local Department of Social and Health Services (DSHS), KCHA will create a data sharing agreement whereby the names on the HCV waiting list will be cross-referenced with the DSHS list of eligible families. Those families identified as eligible will be given preference for the special vouchers issued under this NOFA. Families will maintain their original position on the HCV waiting list until they receive either a special voucher or a general voucher, whichever occurs first.

(b). Actions undertaken by King County Housing Authority to APPROPRIATELY PLACE ALL NON-ELDERLY DISABLED FAMILIES TRANSITIONING FROM NURSING HOMES AS WELL AS OTHER NON-ELDERLY DISABLED FAMILIES REFERRED FROM DSHS ON THE HCV WAITING LIST IN ORDER OF FIRST COME, FIRST SERVED.

Eligible Families referred by DSHS will be given a housing preference and placed on the Special Program waiting list. Families will be selected from this list on a first-come, first-served basis.

(c). Actions undertaken by King County Housing Authority to INFORM APPLICANTS ON HOW TO FILE A FAIR HOUSING COMPLAINT INCLUDING THE PROVISION OF THE TOLL FREE NUMBER FOR THE HOUSING DISCRIMINATION HOTLINE: 1-800-669-9777 or the Federal Information Relay Service at 1-800-887-8339.

All Section 8 applicants attend an orientation briefing where they receive information packets including copies of the Fair Housing Complaint file form and instructions for filing. This paperwork includes the toll free number for the housing discrimination hotline. If they file a complaint, they can send these forms directly, or King County Housing Authority will send the forms for them.

EXHIBIT U: KCHA FAMILY SELF-SUFFICIENCY ACTION PLAN

I. INTRODUCTION

The Family Self-Sufficiency (FSS) Program is designed to help King County Housing Authority (KCHA) Public Housing and Section 8 families obtain economic independence. It is a voluntary five-year program that helps low-income families gain the education, job training, and life skills necessary to achieve economic independence from welfare programs within five years. With the help of stable housing, case management, and local services, the FSS Program assists families in gaining employment while receiving the training and skills necessary to remain gainfully employed and achieve a living wage job.

Benefits of the FSS Program:

- ✓ Housing support is provided when it is needed most: during education, training, searching for and beginning a job.
- ✓ FSS addresses real barriers to employment and self-sufficiency.
- ✓ FSS offers initial and continuous support to make the transition to self-sufficiency possible.
- ✓ Once the FSS family finds and maintains employment, an interest bearing escrow account is established for the family that assists in accumulating assets.
- ✓ As FSS families become self-sufficient and may move out of subsidized housing, their housing subsidies become available for others.
- ✓ While the FSS Program does not provide funding for employment or supportive services other than case management, it facilitates collaboration with local agencies to access additional resources for our residents.

II. FSS PROGRAM GUIDELINES

Program Size. Staff and resources available to effectively administer the FSS Program will govern how many families will be able to participate in the FSS Program. Currently, the program serves over 200 Section 8 families (minimum program size is 128) and proposes to serve 50 public housing families (contingent upon award of a Public Housing FSS Grant application).

Eligible Families Program participation is open to Section 8 families currently under a lease or families living in public housing. A family who chooses not to or unable to participate at any time will retain current housing and not be affected in any way.

Ineligible Families. A family will be considered ineligible to participate in the FSS Program if:

a. they have previously graduated from an FSS Program and received a payout of escrow funds;
b. they have a current letter to terminate tenancy served on them for housing violations;
c. the family previously participated in the FSS Program and was terminated for refusal to meet contract obligations or for lack of good faith effort towards meeting those obligations; or

d. the FSS Coordinator determines, after consultation with the family, that an essential service critical to the family's needs cannot be provided, the family will not be allowed to participate in the FSS Program.

Families will be notified in writing if they are determined ineligible. The notification will state the reasons for the determination of ineligibility and inform the family of their right to appeal the decision through KCHA's Grievance Procedures.

Program Priority. Up to 50% of all families will be selected to participate in the FSS Program if they are currently Section 8 HCV participants:

a. are participating in federally/state-funded employment programs such as TANF/Workfirst, WorkSource, Washington Women's Employment and Education (WWEE), or KCHA funded self-sufficiency initiatives;
b. are HOPE VI impacted residents; or
c. have moved from KCHA subsidized transitional housing into KCHA public housing.

Re-enrollment in FSS. Families who have participated in the FSS Program and are not considered ineligible (see above) will not be barred from future participation. However, KCHA will give FSS enrollment priority to families who have never been on the FSS Program.
Resources In Area. KCHA partners with community agencies, governmental organizations and service providers to assure that the FSS Program is administered in the most efficient way possible.

Equal Opportunity. KCHA will administer the FSS Program without regard to race, color, religion, sex, handicap, gender, sexual orientation, familial status or national origin.

Reasonable Accommodation KCHA will provide reasonable accommodation to meet the needs of families participating in the FSS Program per KCHA adopted Section 8 Administrative Plan and Public Housing Operating Procedures.

Incentives to Encourage ParticipationKCHA, through the FSS Coordinating Committee, will work to secure commitments of public and private resources for the operation of the FSS program. Through these efforts, KCHA will attempt to provide any incentives which community organizations or agencies may be able to offer to make available to participating families. The availability and type of such incentives will vary from time to time depending on the resources of the community.

III. FSS FAMILY SELECTION

Establishing An FSS Waiting List

1. The purpose of the waiting list is to establish an objective selection process from which the FSS Program can draw interested families from as openings occur. Being on the waiting list does not guarantee that a family will become a participant as the demand for the program may exceed KCHA's organizational capacity. The size of the waiting list will determine the level of marketing that is conducted.
2. Marketing: An FSS Program brochure and application will be included in information packets provided to Section 8 and public housing families during their initial orientation and at every re-certification. Families that fall under the FSS Program Priority areas will be solicited directly by

KCHA staff. In addition, information will be provided to local agencies that are serving families that fall under the FSS Program Priority areas through flyers, brochures, and presentations.

3. Only families that respond to the invitation to participate by filling out and returning the FSS interest form will be considered. Upon receipt of the completed form, the family is placed on the waiting list in order of the date received. As openings occur, only families on the waiting list will be contacted to attend an orientation.

FSS Orientation

1. As openings occur, FSS waiting list families will be sent a letter to schedule an orientation meeting with the FSS Coordinator. If a family has not responded within the time frame identified in the letter, then a second and final letter will be sent to the family. If there is no response, the family is removed from the waiting list.

2. All families must attend an orientation meeting to participate in the FSS Program. The orientation will cover:
   - general overview and program requirements;
   - individual services and training plans;
   - FSS Contract of Participation;
   - resources and supportive services;
   - FSS quarterly check-in requirement;
   - education, job opportunities, and maintaining employment; and
   - FSS escrow accounts.

1. After completing the orientation, and the FSS Coordinator has determined that there are resources available for the family needs, the family will be invited to participate in the FSS Program. If the family agrees to participate, they will enter into a Contract of Participation.

IV. CONTRACT OF PARTICIPATION

1. When a family has agreed to participate in the FSS Program, the family will enter into a Contract of Participation. Participating families must comply with all requirements set forth in the contract. The contract outlines the rights and responsibilities of the participating family and KCHA, the resources and services provided to the family. The contract also describes the activities to be successfully completed by the family as outlined in the Individual Training and Services Plan (incorporated into the Contract). Successful completion means that:
   - the participating family has complied with all contract requirements and completed all activities as set forth in the contract, and any extension thereof; or

   - 30% of the participating family's monthly-adjusted income equals or exceeds the Fair Market Rent amount for the unit size for which the family qualifies and/or the family moves out of subsidized housing.

2. The contract will begin on the first day of the following month after it is signed. Each family will be given a period of five years in which to meet all responsibilities and obligations outlined in the contract and the Individual Training and Services Plan.

Developing the Individual Training and Services Plan

1. The FSS Coordinator and the participating family will meet to complete an assessment to determine the family's strengths, barriers and what they need to become self-sufficient. Family needs may include, but are not limited to, the following:

child care	emergency funds
education	medical assistance
transportation	mental health counseling
training which will lead to employment	youth programs
job placement assistance	family budgeting and financial
career counseling	

2. Once the assessment is completed, an Individual Training and Services Plan is developed with the head of the family (at a minimum) and each adult member of the participating family who elects to participate in the FSS Program. The plan will identify short- and long-term goals (information gleaned from the assessment will be taken into consideration when developing goals), and the steps necessary to achieve the goals, with targeted completion dates. Short-term goals may be the completion of remedial, basic, GED, or higher education. The plan will also identify suggested appointments with appropriate service providers the family will pursue.

3. The following goals, with targeted completion dates, must be included in the Individual Training and Services Plan:

   a. Is independent of welfare assistance. If a participating family is a recipient of welfare assistance,
   b. the plan shall establish short-term goals to become independent from welfare assistance and remain independent from welfare assistance at least one year before the expiration of the contract; and

   c. Seeks and maintains suitable employment. The final goal of the Individual Training and Services Plan will always be the head of the participating family seek and maintain suitable employment during the term of the FSS Contract. Individuals with disabilities and the elderly do not have to be designated as the head of the family and are not required to obtain a job. Another adult family member may be designated in this situation. The obligation to seek suitable employment means that the head of the participating family has applied for employment, attended job interviews, and has followed through on employment opportunities.

d. Determination of suitable employment shall be made by the FSS Coordinator based on the skills, education, and job training of the head of the participating family. Suitable employment must provide the family with sufficient income to stay free from public assistance.

e. If the Individual Training and Services Plan include provisions for extensive schooling (i.e., four years of college), the head of the participating family will still be responsible for seeking and maintaining employment even if it is part-time or work-study.

Contract Modifications.
Modifications to the Contract of Participation must be by mutual agreement of the FSS Coordinator and the participating family. Modifications may include revisions to the Individual Training and Services Plan, the Contract terms, length of contract (see Contract Extension Request below) or change of designated head of the participating family.

Contract Extension Request.

1. Extensions up to two (2) years, in six-month intervals, may be granted, provided that KCHA finds that good cause exists for granting the extension. "Good cause" means circumstances beyond the control of the participating family such as:

- ✓ major training/support service revisions
- ✓ service delivery interruptions
- ✓ changes in job market demand
- ✓ involuntary loss of employment
- ✓ serious illness
- ✓ documented, non-drug abuse-related health conditions
- ✓ death of an FSS household member

Family progress will be reviewed at each six-month interval to determine if additional extensions will be granted. The Assistant Director of Resident Services will approve all requests for extension.

1. Any request for extension by a participating family must be in writing and include a description of the need for the extension. Extension of the Contract of Participation will entitle the participating family to continue to have amounts credited to the family's FSS account.

2. When a participating family is nearing the end of their FSS Contract of Participation, and the FSS Coordinator is aware that their goals will not be completed, the FSS Coordinator will contact the family in writing and provide instructions about completing a request for extension.

3. The participating family will contact the FSS Coordinator and make an appointment to review the request for extension. The FSS Coordinator will determine case-by-case if the family qualifies for an extension according to HUD Rules and Regulations and the family has shown good faith in completing previous FSS goals.

4. When the participating family's request for extension is approved, the family will sign an FSS Contract of Participation Extension.

V. FSS PARTICIPANT CHECK-IN REQUIREMENT

1. At the FSS Orientation and during the development and signing of the FSS Contract of Participation, the FSS Coordinator will explain the check-in requirement and stress that it is the responsibility of the participating family to check in monthly with their FSS Coordinator to report progress, change their plans, seek other resources, etc. The purpose of the check-in is twofold:
   a. to give the FSS Coordinator a way to monitor the participating family's progress toward becoming self-sufficient; and
   b. to give the FSS Coordinator a way to evaluate the participating family's sense of responsibility and readiness to participate in other KCHA self-sufficiency programs that may be offered such as homeownership programs.

2. Check-in may be done face-to-face, by telephone, voice mail, email, or letter.

3. Should a participating family neglect to contact the FSS Coordinator after three consecutive months, the family may be dropped from the FSS Program and all accrued escrow will be forfeited.

VI. VOLUNTARY TERMINATION FROM FSS PROGRAM

The head of the participating family may choose to voluntarily terminate their participation with the FSS Program at any time. Families voluntarily terminating from the FSS Program will fill out a Request for FSS Contract Termination. The decision to voluntarily terminate from the FSS Program will not affect a family's housing status. However, any funds in the family's FSS escrow account shall be forfeited because the contract was not completed. The family does have the option to submit an application to participate in the FSS Program in the future.

VII. INVOLUNTARY TERMINATION FROM FSS PROGRAM

1. The FSS Coordinator and the participating family will meet regarding any concerns that arise as to completion of the terms of the contract. Every effort will be made to identify the problem(s) and target appropriate resources to address the problem or modify the contract. If the FSS Coordinator finds that the participating family is still not complying with the terms of the contract without good cause, or is not complying with its respective lease or participant responsibilities, the FSS Coordinator will recommend termination of the families' participation in the FSS Program and the participating family will forfeit all funds in their escrow account.

2. The contract is automatically terminated when the participating family's Section 8 or public housing assistance is terminated for any reason.

VIII. ESCROW ACCOUNT GUIDELINES

Establishing an Escrow Account.

1. KCHA shall establish a combined escrow account for participating families where all amounts are deposited to a single account. During the term of the contract, KCHA will credit to the combined FSS escrow account the amount of the FSS credit calculated in accordance with the procedures described below.

2. KCHA will set up the combined account for participating families when the following two situations occur at an annual or interim review:
   a. when the participating head of the family was not working when the family started out on the FSS Program, and then became employed and the new Total Tenant Payment (TTP) exceeds the amount of the beginning TTP due to earning income; and
   b. when the participating family started out on the FSS Program with employment income and has had an increase in employment income which increases the new TTP above the beginning TTP.

3. If the participating family is enrolled in school or a job training program and there is no employment income, no escrow fund calculation is made.

Determining Amount Credited Into Escrow Account

1. A portion of the increase in the family's TTP, due to increases in earned income, will be credited to the escrow account. The family will continue to pay their regular share based on 30% of their current income.

2. The amount escrowed will depend on whether the participating family is very-low income or low income. For very-low income families, the amount of the monthly escrow credit is the lesser of:
   a. 30% of current monthly adjusted income less the family rent, excluding earned income increases since the effective date of the contract; or
   b. current family TTP less the family TTP at the time of the effective date of the contract.

3. For low-income, but not very-low income families, the amount of the escrow credit is computed the same way but cannot exceed the amount computed for 50% of median income.

4. If the participating family has not paid the family contribution towards the TTP, or other amounts, if any, due under the lease, the balance in the family's FSS account shall be reduced by that amount. If the family has fraudulently under-reported income, the amount credited to the FSS account will be based on the income amounts originally reported by the participating family.

Changes to FSS Family Composition.

If the head of the participating family ceases to reside with other family members in the assisted unit, the remaining members of the family, after consultation with KCHA, will have the right to designate another family member to receive the funds.

Annual Escrow Account Report.

KCHA will provide an annual report to each participating family who has deposits in an escrow account stating the following information:

a. The balance at the beginning of the reporting period;
b. The amount of the family's rent payment that was credited to the FSS account during the reporting period;
c. Any deductions made from the account for amounts due KCHA; and

d. The total in the account at the end of the reporting period.

Escrow Account Withdrawals.
The full amount in the participating family's FSS escrow account may be paid to the designated head of the participating family if:

a. KCHA determines that the family has met all of its obligations under the contract;
AND
b. provides written certification of having been free of cash public assistance and SSI that is subject to income eligibility for one year prior to the end of the contract;
OR
c. the family voluntarily moves off of Section 8/subsidized housing into market rate housing.

Escrow Withdrawals during Contract Period

1. KCHA may disburse a portion of the funds from the family's escrow account during the contract period if the family has fulfilled certain short-term goals, and if the funds are needed to complete the contract.
The participating family shall submit an Interim Escrow Withdrawal Request to their FSS Coordinator. Each request will be reviewed to determine if the purpose of the withdrawal is the most effective use of the escrow funds, reflects the FSS family's final goals and if there are no other resources that may be available to meet the family's need. The pertinent FSS Case Manager and FSS Program Coordinator will discuss each FSS participant's unique needs and contract goals and come to a resolution that best reflects the spirit of the FSS program.

2. Withdrawals from the FSS escrow must be based on valid documentation from the participating family. Withdrawal decisions will be tailored to individual goals and life situation. Withdrawals may be for the following purposes:

a. **School tuition or other school costs accrued while enrolled in the FSS Program**.
Disbursements for general education needs (tuition, books, equipment, tools, etc) may occur at any time. All disbursements are for actual costs. Total withdrawal for repayment of student loans will be limited to a maximum of $1,500, whether requested in smaller increments, or as a one-time withdrawal;
b. **Unforeseen or emergency medical expenses,** after exhausting options for payment through the provider or other possible sources;
c. Job and job training expenses (e.g., child care, clothing, tools, equipment, etc)
which are otherwise un-reimbursed, required by the employer for the job or by the trainer for completion of curriculum, and necessary for the FSS Family to meet job or training goal.
d. Transportation that will be used to complete goals of education and job placement/retention
e. A withdrawal for car repair will be up to a maximum of $1,500. , whether drawn at one time or in increments. A one-time withdrawal for a down payment or purchase of a car, up to a maximum of $3,000 but not to exceed 40 % of the total escrow account funds, will be allowed one time during the contract period. Exceptions to this will be reviewed on a case by case basis. Transportation expenses may include car repairs, new tires, car insurance set up and two

months payments, driver's education, or a down payment/purchase. Funds cannot be used to pay traffic fines or tickets. Exceptions will be determined on a case by case basis.

f. **Small business start-up expenses** such as business license or inspection fees, rent down payment, or miscellaneous beginning expenses;
g. **Homeownership down payment** will be limited only by the funds available in the family's FSS Escrow account. Funds may be used for necessary and reasonable costs important to the purchase of a house such as earnest money, inspection, appraisals and closing costs.

3. The participating family must supply documentation--bill or estimate from the vendor that itemizes the cost of the service(s). The participating family must provide a receipt of payment from the vendor to the FSS Coordinator within fifteen (15) days. Failure to do so will result in future withdrawal requests being denied.

4. Escrow funds will not be approved for payment of prior debt (except prior school loans as discussed above).

Portability of Escrow Account (Section 8 Only)
Regardless of whether the participating family remains in KCHA's FSS Program or is enrolled in the FSS Program of the receiving Housing Authority, there will be a single FSS account that will be maintained by KCHA. If the receiving Housing Authority absorbs the participating family, KCHA will transfer the family's FSS account to the receiving Housing Authority.

Forfeiture of FSS Escrow Account
The amount in the participating family's FSS escrow account will be forfeited if:
1. the Contract of Participation is terminated or declared null and void;

2. the family has not met its family responsibilities within the time specified, as stated in the Contract of Participation and Individual Training and Services Plan; or

3. the family has been terminated from Section 8 or subsidized housing assistance by KCHA.

FSS escrow account funds forfeited by a participating family will be treated as program receipts for the appropriate program.

IX. SECTION 8 PORTABILITY

1. A participating family can elect to use the portability feature of the Section 8 program after twelve months following the date the contract is signed. When a family decides to relocate, the family may continue their participation with the FSS Program if agreed to by the receiving Housing Authority. The family must demonstrate that it will be able to fulfill the responsibilities under the FSS contract even though living in the new jurisdiction.

2. If a participating family from another jurisdiction moves into KCHA's jurisdiction, KCHA may administer the incoming certificate/voucher. A new FSS contract may be entered into for the

remaining term of the families' original FSS contract that was executed by the initiating Housing Authority.

X. FSS PROGRAM COORDINATING COMMITTEE

1. The FSS Program Coordinating Committee meets on a regular basis to assist KCHA in monitoring the overall progress of the FSS Program, and to help secure and coordinate services for FSS participants. The FSS Coordinator facilitates these meetings and will provide an FSS Program update that will include:
   - FSS activities;
   - FSS participating family progress report;
   - Resource and service coordination; and
   - Recommendations for improving the FSS Program.

XI. DEFINITION OF TERMS

Earned Income. Income from wages, tips, salaries, other employee compensation and any earnings from self-employment. **Note:** This does not include: pensions, annuity payments, transfer payments, cash or in-kind benefits, or funds deposited in or accrued interest on the escrow account established by a PHA on behalf of a participating Family.

Effective Date. The FSS Contract of Participation will be on the first of the month following the date of execution. The effective date may not be earlier than the execution of the Section 8 housing assistance payment contract.

Enrollment. This is the date a Family enters into the FSS Contract of Participation with KCHA.

FSS Coordinator. KCHA or contracted staff that coordinate FSS Program activities with an FSS Family.

Family Contribution. For Public Housing and Section 8 Certificate Programs, family contribution is the Total Tenant Payment (TTP). **Note:** For the Section 8 Voucher Program, family contribution is 30 percent of adjusted monthly income.

FSS Contract of Participation. This is an agreement between a participating family and KCHA that sets forth the terms and conditions for FSS participation.

FSS Credit. The amount credited by KCHA to the family's FSS escrow account.

FSS Escrow Account. This is the escrow savings account established for a participating family. KCHA credits to this account the portion of the increase in tenant rent that would otherwise result from increases in earned income during the term of the Contract of Participation in accordance with HUD requirements.

Head of Family. This is the adult member of a participating Family who is the head of the household for purposes of determining income eligibility and rent. This will not necessarily be the leaseholder.

Individual Training and Services Plan. This is a written plan that is prepared for the head of the participating family, and each adult member of the FSS Family who elects to participate in the FSS Program.

Low Income Families. (Annual Income between 50 percent and 80 percent of area median).

Participating Family. A family that is participating in the FSS Program and has signed a Contract of Participation.

Program Coordinating Committee (PCC). This is an advisory committee of individuals representing educational and training institutions, employment agencies, private businesses, non-profit service providers, public agencies, and the respective KCHA Program staff. The committee may include representation from Resident Councils, FSS Families from both Public Housing and Section 8, and FSS staff. The committee meets on a regular basis to advise staff, assist in securing and coordinating services, and monitor FSS Program status and outcomes.

Seeking Employment. This includes activities such as training or acquiring an education for a job, applying for work, going to job interviews, and otherwise following up on employment opportunities. Progress reports and documentation as requested by the FSS staff are required to substantiate seeking employment.

Total Tenant Payment (TTP). The TTP is the portion of rent **plus** the utility allowance designated for the unit being leased.

Very Low Income Families. Annual Income below 50 percent of area median.

APPENDIX A: ADDENDUM TO AFFIRMATIVELY ADVANCE FAIR HOUSING IN THE HOUSING CHOICE VOUCHER FAMILY SELF-SUFFICIENCY PLAN

The purpose of this addendum is to outline reasonable steps King County Housing Authority will take to Affirmatively Advance Fair Housing in its HCV FSS program and maintain records of those steps and their impacts.

Source for Description of Major Impediments to Affirmatively Advancing Fair Housing in King County:

King County Consolidated Plan: The current King County Consolidated Plan applies from 2005 – 2009 and defines Impediments to Fair Housing. The Consolidated Plan is a document written by representatives of the King County Consortium, an organization made up of 35 small cities and the unincorporated areas of King County. The Plan has extensive input from a wide range of additional stakeholders including agencies, advocates, community-based organizations, local and state government staff, and members of the public, including low income individuals.

Impediments to Fair Housing Defined: Three major impediments to Fair Housing are identified in the Consolidated Plan:

(1). Housing Discrimination Impediments – rental market discrimination; discriminatory financing and discriminatory zoning issues and practices.

(2). Administrative Practice Impediments – access to Fair Housing rights information; confusion about where to go for help with Fair Housing; local jurisdiction capacity for Fair Housing enforcement mechanisms; and lack of monitoring for sub-recipients – entities awarded funds for projects.
(3). Inadequate supply of affordable housing for the lowest income levels.

Summary of Actions Taken by King County Housing Authority to Affirmatively Advance Fair Housing:

(1). To reduce Housing Discrimination Impediments, King County Housing Authority has instituted the following actions:

(a). **Modifying Selection Preferences:** KCHA has modified selection preferences for Public Housing, Section 8 Housing Choice Voucher and Project-Based Assistance programs by reducing the documentation needed to qualify. Tenant selection preferences have been redefined to move more homeless families into public housing and a "set aside" preference for families who successfully graduate from transitional housing has been created.

In an effort to ensure limited resources remain targeted to those extremely low-income households in the County who are most in need, KCHA revised policies to allow denial of a local preference on the Section 8 waiting list to applicants who currently reside in public housing or receive non-temporary government rental assistance. The Authority also adopted policies to remove applicants from the wait list who cannot document qualification for a local preference.

Finally, in FY 2008, partnering with King County's behavioral health system and the United Way, KCHA launched the South King County Housing First program for chronically homeless households. The program provides a stable housing environment with wraparound services to address, reduce, and eliminate barriers, such as mental health issues and poor rental history, to those participants that are most likely to feel the effects of discrimination.

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(b). **Language Assistance:** Communicating with clients with limited English proficiency (LEP) currently involves providing critical documents in 9 languages. KCHA is currently developing an action plan for improving communications for LEP residents and applicants and provides free LEP resident access to Language Link. To assist in putting together the Language assistance plan, the Housing Authority hired a consultant to gather and formulate the critical information. As part of his research he found that KCHA had 468 requests for language services in 2007, 271 were interpretations and 197 were for written translations.

(c). **Reasonable Accommodations:** Reasonable accommodations are available for applicants and residents through the 504 program. An average of over 1,100 ADA requests are processed each year.

(d). **Staff Training and Tenant Education:** KCHA is providing staff training, active outreach and education to landlords throughout King County to increase the numbers of participating landlords, interventions with landlords to address concerns, and tenant education about Fair Housing rights and filing complaints. Notices are placed at every KCHA office.

(e). **Monitoring Impacts of Discrimination on our programs:** KCHA continues to monitor the Public Housing, site-based, regional and Sound Families programs and will use its MTW authority where needed to address problem areas. Existing policies and current inventory is reviewed to ensure those with disabilities have equal access to housing programs and services. Design guidelines and unit configuration are also reviewed so that families who require handicapped-

accessible units or accommodations have an opportunity to find affordable housing that meets their needs.

(2). To reduce Administrative Impediments to Fair Housing:

(a). **Referrals to Local Resources:** KCHA staff is aware of local resources which can assist tenants to deal with discrimination in housing. At their initial housing orientation each participant is provided with information on the basics of discrimination and how the Housing Authority can assist in filing claims with HUD and the Office of Fair Housing.

(b). **Access to Applications and Other Forms:** Applications can be accessed on-line through our website 24 hours a day, 7 days a week and at site-based offices throughout the County.

(c). **Transfer Policies:** To give current participants more freedom to move within our programs, KCHA has created site-based waiting lists as well as an "open-door" transfer program.

(3). To increase affordable housing opportunities and reduce concentrations of poverty:

(a). **Deconcentration and supply:** KCHA is working to deconcentrate Public Housing through its HOPE VI project in White Center which is redeveloping 565 units of housing built in the 1940's into a community of over 900 mixed income households. In addition, KCHA has adopted new project-basing rules developed under MTW to make this program more accessible to non-profit developers and owners in high income neighborhoods. Also under the Section 8 voucher program, KCHA has expanded housing opportunity for participants by decoupling the Payment Standard from the Fair Market Rent, allowing rents to be driven by current market conditions rather than by data that is traditionally 8-12 months old. This change also allowed the Housing Authority to create individual Payment Standards for special needs clients, significantly streamlining the standard HUD process. King County Housing Authority also continues to purchase apartment developments, including "expiring use" properties as well as mobile home parks, throughout the community in an effort to maintain affordable housing in areas where rental costs are on the rise. KCHA aggressively seeks additional opportunities through HUD NOFA's to increase the number of subsidized units in the County.

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(b). **Homeownership:** Using a Resident Opportunity Self-Sufficiency (ROSS) grant and MTW flexibility, KCHA has helped Public Housing residents become homeowners. Exceeding the program target, 36 households purchased homes under the program with 66% utilizing KCHA down payment assistance grants of up to $15,000.

(c). **Plan to End Homelessness:** KCHA is an active participant in King County's Ten Year Plan to End Homelessness. KCHA uses this plan as a tool in identifying unmet housing needs and aligning KCHA resources with other funders to address those needs. KCHA will continue to expand our role in the Ten Year Plan to End Homelessness in King County by identifying new strategies to assist populations not served by traditional, mainstream subsidy programs. Building on the successful Housing First pilot, we are expanding the provider-based program to assist up to 150 households who are chronically homeless or transitioning out of King County's mental health system and developing an initiative to house homeless youth.

REASONABLE STEPS KING COUNTY HOUSING AUTHORITY WILL TAKE TO AFFIRMATIVELY ADVANCE FAIR HOUSING SPECIFIC TO THE HOUSING CHOICE VOUCHER FAMILY SELF-SUFFICIENCY PROGRAM INCLUDING RECORDS MAINTENANCE AND REPORTING PROGRAM IMPACTS:

(1). Advertising positions: As with all positions, KCHA will advertise widely in the community for the HCV Coordinator position. Notice of the position will be sent as follows:

(a). Advertising sections of Craigslist in two counties; the Seattle Times Internet Classified Listings, NW Asian Weekly, NW Colors, NWJOBS, and AHMA.

(b). Fax flyers to Workforce offices in Auburn, Bellevue, Lynnwood, North Seattle, Rainier Avenue and Bremerton.

(c). Post listings in all KCHA offices and facilities.

(d). Post at exhibits at career fairs, especially those focusing on veterans.

(e). Fax information to colleges, universities, community service agencies, unions, other housing authorities, King County and the Port of Seattle.

(2). Marketing the Program: The HCV FSS Program is marketed to all eligible persons through the following methods:

(a). A letter of invitation to participate in the program is sent to a random sample of Section 8 voucher holders. Those interested in the program complete the enclosed form and return it to the FSS Coordinator. The letter is sent as needed for continued optimum enrollment.

(b). The FSS Coordinator attends Section 8 housing briefings to acquaint new residents with the FSS program.

(c). The FSS Coordinator works with Federal, State and county workforce programs to accept referrals.

(d). The FSS Program accepts referrals from State Department of Social and Health Services WorkFirst Program.

(e). The FSS Program accepts referrals from YWCA, Hopelink and other Multi-Service Centers and transitional housing programs.

(f). The FSS Program encourages persons with disabilities and persons with LEP to apply.

In addition to the above information, King County Housing Authority responded to the Federal Register publication, dated January 22, 2007 by commissioning a study related to developing a Language Assistance Plan and Policy. A consultant report with recommendations was issued on April 12, 2008 and is currently under review by staff with an ultimate goal of recommending a Language Assistance Plan and Policy to the Board of Commissioners for their approval.

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(3). Making Buildings Accessible and Making Applications and Service Delivery Accessible to Persons with Disabilities.

(a). Translated materials are available at the KCHA website.

(b). Interpreters are available at community meetings to facilitate communications.

(c). Software to enhance English understanding is available at Neighborhood Network sites.

(d). Administrative offices are accessible.

(4). Providing Fair Housing counseling and referrals to Fair Housing agencies:

(a). The FSS Coordinator refers clients to Catholic Community Services Legal Action Center and the Tenant's Union of Washington State.

(b). The FSS Coordinator distributes a brochure titled "Section 8 Tenant Rights and Responsibilities" to all program participants.

(5). Informing participants of how to file a Fair Housing complaint

(a). The FSS Coordinator refers clients to Catholic Community Services Legal Action Center and Tenant's Union of Washington State.
(b). The FSS Coordinator distributes a brochure titled "Section 8 Tenant Rights and Responsibilities" to concerned program participants. Guidelines for filing a Fair Housing complaint are provided at the briefing meeting.
(c). The FSS Coordinator distributes other supportive materials from Tenant's Union.
(d). The FSS Coordinator provides the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777.

(6). Recruiting landlords and service providers in areas that expand housing choice to program participants.

(a). The FSS Coordinator works with local homeownership programs – HomeSite, Martin Luther King Housing, Urban League of Metropolitan Seattle, IDA Accounts, YWCA, King County Housing Authority-funded workshops, Habitat for Humanity, Solid Ground, International District Housing Alliance, Carter Funding, El Centro de La Raza, Washington Housing Opportunities Center, and Parkview Services to be sure their services are available to participants.
(b). The FSS Coordinator refers to other housing programs for housing mobility.

Record-keeping regarding race, ethnicity, familial status and disability status of program participants is kept by the King County Housing Authority's Section 8 program. Outputs, outcomes or impacts of the six activities listed above can be recorded by the HCV FSS Coordinator in the course of their work.

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EXHIBIT V: RESERVED

EXHIBIT W: RESERVED

EXHIBIT X: RESERVED

EXHIBIT Y: RESERVED

EXHIBIT Z: INCOME BAND TABLES

Income Bands and Gross Rent Table for the Win Rent Program
Effective January 1, 2026

Annual Adjusted Gross Income	Monthly Total Tenant Payment (TTP)*
Less than $1,000	0
1,000 - 1,999	26
2,000 - 2,999	52
3,000 - 3,999	78
4,000 - 4,999	103
5,000 - 5,999	129
6,000 - 6,999	155
7,000 - 7,999	181
8,000 - 8,999	207
9,000 - 9,999	233
10,000 - 12,499	258
12,500 - 14,999	323
15,000 - 17,499	388
17,500 - 19,999	452
20,000 - 22,499	517
22,500 - 24,999	581
25,000 - 29,999	646
30,000 - 34,999	775
35,000 - 39,999	904
40,000 - 44,999	1,033
45,000 - 49,999	1,163
50,000 - 54,999	1,292
55,000 - 59,999	1,421
60,000 - 64,999	1,550
65,000 - 69,999	1,679
70,000 - 74,999	1,808
75,000 and above	31% of Total Gross Monthly Income

***The above table represents Total Tenant Payment amounts under the WIN Rent program ONLY,** as detailed in this Plan. In general, the actual Tenant Rent due is equal to the TTP (above), less any applicant KCHA established Energy Assistance Supplement for the unit. If the Tenant Rent is less than the established Minimum Rent of $25, the Tenant Rent will be applied as calculated, including any

Energy Supplement Reimbursement, for a period of no more than 6 months. After 6 months, Minimum Rent will be applied.

For households with income equal to $75,000 or more, the TTP is equal to 31% of the household's total Gross Monthly Income.

In limited circumstances, KCHA has entered into mixed finance operating agreements under the Low Income Housing Tax Credit program (LIHTC). Where LIHTC regulations limit the amount of rent that can be charged to a resident to an amount below that show above (and calculated according to WIN Rent program policies), the lower LIHTC rent maximum will be applied.

EXHIBIT AA: RESERVED