

**CHEYENNE HOUSING AUTHORITY  
SECTION 8 ADMINISTRATIVE PLAN**

Adopted July 18, 2019

# TABLE OF CONTENTS

<b>1.0 EQUAL OPPORTUNITY</b> .....	<b>5</b>
1.1 FAIR HOUSING .....	5
1.2 REASONABLE ACCOMMODATION.....	5
1.3 COMMUNICATION .....	6
1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION.....	6
1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS.....	7
1.6 FAMILY/OWNER OUTREACH.....	8
1.7 RIGHT TO PRIVACY.....	8
1.8 REQUIRED POSTINGS .....	8
<b>2.0 CHEYENNE HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY</b> .....	<b>9</b>
2.1 CHEYENNE HOUSING AUTHORITY RESPONSIBILITIES.....	9
2.2 OWNER RESPONSIBILITY .....	11
2.3 OBLIGATIONS OF THE PARTICIPANT .....	12
<b>3.0 ELIGIBILITY FOR ADMISSION .....</b>	<b>15</b>
3.1 INTRODUCTION.....	15
3.2 ELIGIBILITY CRITERIA .....	16
3.3 CONTINUED ELIGIBILITY CRITERIA.....	23
<b>4.0 MANAGING THE WAITING LIST .....</b>	<b>23</b>
4.1 OPENING AND CLOSING THE WAITING LIST .....	23
4.2 TAKING APPLICATIONS.....	24
4.3 ORGANIZATION OF THE WAITING LIST.....	25
4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST .....	26
4.5 MISSED APPOINTMENTS .....	26
4.6 PURGING THE WAITING LIST .....	26
4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST .....	27
4.8 REINSTATEMENTS.....	27
4.9 GROUNDS FOR DENIAL.....	27
4.10 NOTIFICATION OF NEGATIVE ACTIONS .....	31
4.11 INFORMAL REVIEW .....	31
<b>5.0 SELECTING FAMILIES FROM THE WAITING LIST.....</b>	<b>31</b>
5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS .....	31
5.2 PREFERENCES .....	32
5.3 SELECTION FROM THE WAITING LIST .....	33

<b>6.0 VIOLENCE AGAINST WOMEN ACT POLICIES .....</b>	<b>33</b>
<b>7.0. ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS).....</b>	<b>49</b>
7.1 BRIEFING.....	50
7.2 PACKET.....	51
7.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY .....	52
7.4 TERM OF THE VOUCHER.....	53
7.5 APPROVAL TO LEASE A UNIT.....	55
7.6 CHEYENNE HOUSING AUTHORITY DISAPPROVAL OF OWNER .....	55
7.7 INELIGIBLE/ELIGIBLE HOUSING .....	56
7.8 SECURITY DEPOSIT .....	57
<b>8.0 MOVES WITH CONTINUED ASSISTANCE .....</b>	<b>58</b>
8.1 WHEN A FAMILY MAY MOVE.....	58
8.2 PROCEDURES REGARDING FAMILY MOVES .....	58
<b>9.0 PORTABILITY .....</b>	<b>59</b>
9.1 GENERAL POLICIES OF THE CHEYENNE HOUSING AUTHORITY .....	59
9.2 INCOME ELIGIBILITY .....	59
9.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY ...	60
9.4 PORTABILITY PROCEDURES .....	60
<b>10.0 DETERMINATION OF FAMILY INCOME .....</b>	<b>62</b>
10.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME .....	62
10.2 INCOME .....	63
10.3 EXCLUSIONS FROM INCOME.....	67
10.4 DEDUCTIONS FROM ANNUAL INCOME .....	70
10.5 RECEIPT OF A LETTER OR NOTICE FROM CHA CONCERNING INCOME . . .	71
10.6 COOPERATING WITH WELFARE AGENCIES . . . . .	71
<b>11.0 VERIFICATION .....</b>	<b>71</b>
<b>12.0 RENT AND HOUSING ASSISTANCE PAYMENT .....</b>	<b>73</b>
12.1 GENERAL.....	73
12.2 RENT REASONABLENESS.....	73
12.3 COMPARABILITY .....	74
12.4 MAXIMUM SUBSIDY .....	74
12.4.1 SETTING THE PAYMENT STANDARD.....	74
12.4.2 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY .....	75
12.4.3 AREA EXCEPTION RENTS .....	76
12.5 ASSISTANCE AND RENT FORMULAS.....	76

12.6	UTILITY ALLOWANCE .....	81
12.7	DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT .....	82
12.8	CHANGE OF OWNERSHIP.....	82
<b>13.0</b>	<b>INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS .....</b>	<b>83</b>
13.1	TYPES OF INSPECTIONS.....	83
13.2	OWNER AND FAMILY RESPONSIBILITY .....	84
13.3	HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401 .....	85
13.4	EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA .....	96
13.5	TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS .....	97
13.6	EMERGENCY FAIL ITEMS.....	98
13.7	ABATEMENT.....	99
<b>14.0</b>	<b>OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES .....</b>	<b>100</b>
14.1	OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS .....	100
14.2	PARTICIPANT RESPONSIBILITIES .....	101
<b>15.0</b>	<b>RECERTIFICATION.....</b>	<b>101</b>
15.1	ANNUAL REEXAMINATION .....	101
15.1.1	<i>SELF SUFFICIENCY INCENTIVES FOR PERSONS WITH DISABILITIES .....</i>	<i>102</i>
15.1.2	<i>EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS....</i>	<i>102</i>
15.1.3	<i>RECERTIFICATION NOTICES AND FAILURE TO COMPLY.....</i>	<i>103</i>
15.1.4	<i>CHANGES IN LEASE OR RENT .....</i>	<i>103</i>
15.2	INTERIM REEXAMINATIONS .....	105
15.2.1	<i>SPECIAL REEXAMINATIONS.....</i>	<i>108</i>
15.2.2	<i>EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS .....</i>	<i>108</i>
15.2.3	<i>TEMPORARY/EXTENDED ABSENCE.....</i>	<i>109</i>
15.2.4	<i>PERMANENT ABSENCES.....</i>	<i>111</i>
15.2.5	<i>REPAYMENT AGREEMENTS.....</i>	<i>111</i>
<b>16.0</b>	<b>TERMINATION OF ASSISTANCE TO THE FAMILY BY THE CHEYENNE HOUSING AUTHORITY .....</b>	<b>112</b>
<b>17.0</b>	<b>COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS.....</b>	<b>114</b>
17.1	COMPLAINTS.....	114
17.2	INFORMAL REVIEW FOR THE APPLICANT .....	114
17.3	INFORMAL HEARINGS FOR PARTICIPANTS .....	116
17.4	HEARING AND APPEAL PROVISIONS FOR NONCITIZENS.....	121

**18.0 TERMINATION OF THE LEASE AND CONTRACT .....121**  
**19.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE .....124**  
**20.0 INTELLECTUAL PROPERTY RIGHTS .....125**  
**21.0 CHEYENNE HOUSING AUTHORITY OWNED HOUSING .....125**  
**22.0 QUALITY CONTROL OF SECTION 8 PROGRAM .....125**  
**23.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM.....126**  
**GLOSSARY.....128**

## **SECTION 8 ADMINISTRATIVE PLAN**

### **1.0 EQUAL OPPORTUNITY**

#### ***1.1 FAIR HOUSING***

It is the policy of the Cheyenne Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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 Cheyenne Housing Authority housing programs.

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

The Cheyenne Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Cheyenne Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity. Housing Discrimination complaints may be filed by the tenant with HUD, FHEO office, Denver Hub, or on the HUD website.

#### ***1.2 REASONABLE ACCOMMODATION***

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Cheyenne Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Cheyenne Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Cheyenne Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations. Requests can be submitted to the Housing Supervisor, who is appointed as the 504 Coordinator.

### **1.3 COMMUNICATION**

The Authority will, upon request, provide applicants and residents a Request for Reasonable Accommodation Form. The Authority will accept request for reasonable accommodation at any time, but the request must be submitted in writing on the Authority provided Request for Reasonable Accommodation Form.

All decisions granting or denying requests for reasonable accommodation will be in writing.

### **1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

A. *Is the requestor a person with disabilities?* For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Cheyenne Housing Authority will obtain verification that the person is a person with a disability.

B. *Is the requested accommodation related to the disability?* If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Cheyenne Housing Authority will obtain documentation that the requested accommodation is needed due to the disability.

The Cheyenne Housing Authority will not inquire as to the nature of the disability.

- C. *Is the requested accommodation reasonable?* In order to be determined reasonable, the accommodation must meet two criteria:
1. *Would the accommodation constitute a fundamental alteration?* The Cheyenne Housing Authority's business is housing. If the request would alter the fundamental business that the Cheyenne Housing Authority conducts, that would not be reasonable. For instance, the Cheyenne Housing Authority would deny a request to have the Cheyenne Housing Authority do grocery shopping for the person with disabilities.
  2. *Would the requested accommodation create an undue financial hardship or administrative burden?* Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Cheyenne Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Cheyenne Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Cheyenne Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Cheyenne Housing Authority's programs and services, the Cheyenne Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests may be borne by the Cheyenne Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Cheyenne Housing Authority will seek to have the same entity pay for any restoration costs.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

## **1.5 SERVICES FOR LIMITED ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS**



The Cheyenne Housing Authority will endeavor to accommodate people with limited English proficiency. The CHA will implement a Limited English proficiency procedure in order to attempt to address the translation needs, both of documents and verbal communications, of persons with limited English proficiency.

#### **1.6 FAMILY/OWNER OUTREACH**

The Cheyenne Housing Authority will publicize, as necessary, the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means. The Cheyenne Housing Authority may also circulate housing availability information to the media, including public service announcements, and community service providers.

The Cheyenne Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program.

#### **1.7 RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released by the Cheyenne Housing Authority unless there is a signed release of information request from the applicant or participant.

#### **1.8 REQUIRED POSTINGS**

The Cheyenne Housing Authority will post in each of its offices in a conspicuous place the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Cheyenne Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission

- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

## **2.0 CHEYENNE HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY**

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

### **2.1 CHEYENNE HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Cheyenne Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Cheyenne Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Cheyenne Housing Authority and/or its local intake agents must:
  - 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 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, and 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 in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
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. Execute the housing assistance payments (HAP) contract with the Owner to coincide with the start date of the lease and continue for 12 consecutive months. If the household is currently on a lease with the owner, the CHA must request the Owner to execute a new lease once the HAP contract is signed.
15. Make timely housing assistance payments to an owner in accordance with the HAP contract;
16. 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;
17. Establish and adjust Cheyenne Housing Authority utility allowance;
18. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Cheyenne Housing Authority, if the owner defaults (e.g., HQS violation). The CHA reserves the right to assess administrative fees and/or pass on all bank charges for voided, re-issued or lost HAP checks that are determined to be the result of landlord negligence;
19. Determine whether to terminate assistance to a participant family for violation of family obligations;

20. Conduct informal reviews of certain Cheyenne Housing Authority decisions concerning applicants for participation in the program;
21. Conduct informal hearings on certain Cheyenne Housing Authority decisions concerning participant families;
22. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
23. Administer an FSS program in Laramie County and the city of Laramie, Wyoming.

The Cheyenne Housing Authority will exercise appropriate security measures to protect the confidentiality of tenant and applicant information within its control. These security measures may vary depending upon the form and nature of the protected information. The Cheyenne Housing Authority will comply with HUD requirements regarding the security of tenant/applicant data obtained from HUD managed databases. The Cheyenne Housing Authority will maintain all tenant and applicant criminal background information and Upfront Income Verification data in a separate, secure location with access limited to the Housing Supervisor and other staff who have been delegated access. The Housing Supervisor will be responsible to dispose of this confidential information, in an appropriate fashion, once the information has served its purpose.

## **2.2 OWNER RESPONSIBILITY**

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with equal opportunity requirements.
  4. Preparing and furnishing to the Cheyenne Housing Authority information required under the HAP contract.

5. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    - c. Any charges for unit damage by the family.
  6. Enforcing tenant obligations under the lease.
  7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions or modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for providing written notification to the Cheyenne Housing Authority sixty (60) days prior to any rent increase. All rent increases must be approved in advance by the Cheyenne Housing Authority. The Cheyenne Housing Authority will only consider rent increases to be effective on the date of the annual recertification of the tenant.

### **2.3 OBLIGATIONS OF THE PARTICIPANT**

This Section states the obligations of a participant family under the program.

- A. Supplying required information.
1. The family must supply any information that the Cheyenne Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
  2. The family must supply any information requested by the Cheyenne Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Cheyenne Housing Authority Inspection

The Cheyenne Housing Authority will schedule inspections and provide notification to the landlord and the tenant of the date and time of the inspection.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Cheyenne Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner. This notice shall be no less than 30 days in advance of anticipated move or termination of the lease. The family must use the CHA Mutual Rescission of Lease form, which requires signed agreement by both the landlord and the tenant. The CHA may accept an alternative form to verify that both the landlord and tenant family agree to the termination of the lease upon a specified date.

F. Owner Eviction Notice

The family must promptly give the Cheyenne Housing Authority a copy of any owner eviction notice it receives. The Cheyenne Housing Authority may terminate the rental assistance if the family is evicted.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. The Cheyenne Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Cheyenne Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Cheyenne Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide

as provided in paragraph (4) of this Section). The landlord/owner must also approve of any additions to the household.

3. The family must promptly notify the Cheyenne Housing Authority if any family member no longer resides in the unit.
4. If the Cheyenne Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Cheyenne Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Cheyenne Housing Authority 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 primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses, as well as permission from the landlord/owner.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

#### H. Absence from the Unit

The family must supply any information or certification requested by the Cheyenne Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Cheyenne Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Cheyenne Housing Authority for this purpose. The family must promptly notify the Cheyenne Housing Authority in writing of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Cheyenne Housing Authority for absences exceeding 30 days. The Cheyenne Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Cheyenne Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space). Additionally, the assisted unit may not be owned by or an interest in the unit held by a parent (including step-parents), child, grandparent, grandchild, sister or brother of the head or spouse of the household. The Cheyenne Housing Authority may approve such an arrangement as a reasonable accommodation for a family member who is a person with a disability.

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity, or have a history of drug-related or violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

## **3.0 ELIGIBILITY FOR ADMISSION**

### **3.1 INTRODUCTION**



There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Cheyenne Housing Authority screening criteria in order to be admitted to the Section 8 Program.

### **3.2 ELIGIBILITY CRITERIA**

#### **A. Family status.**

1. The term “family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status:
  - a. A single person, who may be an elderly person, displaced person near-elderly person or any other single person; or
  - b. A group of persons residing together and such group includes, but is not limited to:
    - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - An elderly family;
    - A near-elderly family;
    - A disabled family;
    - A displaced family; and
    - The remaining member of a family.

In addition, for categorizing family as defined above, the terms disabled family, elderly family and near-elderly family (per 24 CFR 5.403) are:

*Disabled family* means a family whose head (including co-head), spouse or sole member is a person with a disability.

*Elderly family* means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

*Near elderly family* means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62: or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

2. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
3. Victims of Domestic Violence – VAWA  
See section 6.0 Violence Against Women Act Policies.
4. **Students:** According to 24 CFR 5.612, no assistance shall be provided under Section 8 of the 1937 Act to any individual who:
  - Is enrolled as a student at an institution of higher education;
  - Is under 24 years of age;
  - Is not a veteran of the United States military;
  - Is unmarried;
  - Does not have a dependent child; and
  - Is not otherwise individually eligible or has parents who, individually or jointly are not eligible on the basis of income to receive assistance under Section 8.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
  - a. A very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act;
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident home-ownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
  - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public

housing home ownership) or HOPE 2 (HOPE for home ownership of multifamily units) project.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into the Cheyenne Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into the Cheyenne Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Cheyenne Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the appropriate jurisdiction of the Cheyenne Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the noncitizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must disclose a valid Social Security Number (SSN) and provide documentation of each disclosed SSN, with the exception of the following individuals:

1. Individuals who do not contend to have eligible immigration status;
2. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
3. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

If a child under the age of 6 years was added to an applicant household within the 6-month period prior to the household's date of voucher issuance, the assistance applicant may become a participant, so long as verification of a valid Social Security Number for the child is submitted to CHA within 90-days from the date of the effective date of the Housing Assistance Payment Contract. The CHA will grant an extension of one additional 90-day period if the CHA determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances beyond the control of the applicant. If the applicant family fails to produce the required documentation within the required time period, the CHA will terminate the Housing Assistance Payment Contract.

E. Signing Consent Forms

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.

1. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Cheyenne Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - b. 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

- c. 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.

F. Suitability for tenancy.

The Cheyenne Housing Authority determines eligibility for participation and will conduct criminal background checks and sex offender registry checks on all adult household members, including live-in aides, as described below.

**Criminal Background Checks.** The CHA will conduct criminal background checks on all adult household members, including live-in aides, through an FBI authorized channeler accessing the FBI's National Crime Information Center (NCIC) or similar method of accessing that database. If the background check report includes background information that suggests that the individual may be disqualified from admission but lacks sufficient information to make a qualified/disqualified determination, the CHA will request additional documentation from the applicant and other sources required to determine the individual's eligibility. Criminal background checks will be conducted and evaluated for eligibility prior to admission. The CHA will deny assistance to an applicant family because of disqualifying criminal activity, as set forth by this plan or by law, on the part of any adult household member including a live-in aide.

**Sex Offender Registry Checks.** The CHA will perform sex offender registry checks on all adult household members, including live-in aides, through the Department of Justice (Dru Sjodin) National Sex Offender Public Website (NSOPW) or similarly comprehensive sex offender database. Sex offender registry checks will be conducted and reviewed for eligibility prior to issuance of a voucher to the applicant family. The CHA will permanently ban from program participation any individual, including any live-in aide, subject to registration as a lifetime sex offender in any state. The CHA will deny assistance to an applicant family if any household member, including a live-in aide, is subject to registration as a sex offender in any state.

Applicants will be determined ineligible to receive rental assistance if the household consists of:

- A. Have any household member who has currently engaged in, or has engaged in during a reasonable time before the admission decision:

1. Drug related criminal activity;
2. Violent criminal activity;
3. Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
4. Other criminal activity that would threaten the health or safety of the Cheyenne Housing Authority or any of its employees, agents, contractors, or subcontractors.
  - a) Examples of such criminal activity include, but are not limited to:
    - Arson
    - Assault
    - Burglary
    - Explosives
    - Extortion
    - Homicide
    - Kidnapping
    - Use of weapons
    - Manslaughter
    - Robbery
    - Identity theft
    - Sexual offenses
    - Trafficking
    - Treason

In making the determination whether this section is applicable to conduct by a household member, the following guidelines shall be used:

- a. A household member is “currently engaged in” the criminal activity if the person has engaged in the behavior within the previous 6 months.

The period of time that constitutes “a reasonable time” shall be three (3) years from the date of disposition. The disposition date on a criminal record is usually the date on which the defendant was found guilty or not guilty.

- a. Time spent in prison or jail shall be excluded from the calculation of reasonable time;

Consideration shall be given to the following factors relevant to the decision to provide or deny assistance: the resulting effect on the community if a decision to assist (or deny assistance) is made; the demand for assisted housing by families who meet assistance eligibility criteria; and the effect of the decision on the integrity of the Cheyenne Housing Authority's housing programs.

Consideration may be given to other circumstances relevant to the decision to provide or deny assistance, including, but not limited to, such factors as: the seriousness of the criminal activity; the extent to which the household member has taken (or has not taken) responsibility for the criminal activity; the extent to which the household has taken all reasonable steps to prevent or mitigate the criminal activity; the effect of a potential decision to deny assistance on household members not involved in the criminal activity; and mitigating circumstances causing or relating to the criminal activity.

- B. Previous Behavior in Assisted Housing. The CHA to deny assistance based on the family's previous behavior in assisted housing:

The CHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program.

The CHA **will** deny assistance to an applicant family if:

The family does not provide complete and true information to the PHA.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family owes rent or other amounts to any PHA in connection with Section 8 or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being placed on the waiting list.

If the family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the

unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being placed on the waiting list.

The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being placed on the waiting list.

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

*Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance, the CHA will consider the factors discussed in Section D below. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

- C. Have any household member who was evicted from federally-assisted housing within three (3) years (measured from the date of eviction) for drug-related criminal activity. However, the Cheyenne Housing Authority may admit the household if it determines:
1. That the evicted household member who engaged in drug related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Cheyenne Housing Authority; or
  2. That the circumstances leading to the eviction no longer exist (for example, the criminal household member had died or is imprisoned).
- D. Have any household member who is currently engaging in the illegal use of a drug; or if any household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful



enjoyment of the premises by other residents; or if any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

In determining whether to deny assistance for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse by a household member who is no longer engaging in such abuse, the Cheyenne Housing Authority may consider whether the household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated.

- E. **Denied for Life:** Have any household member who has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- F. **Denied for Life:** Have any household member who is subject to a lifetime registration requirement under any state's sex offender registration program.
- G. **Victims of Domestic Violence – VAWA**  
See section 6.0 Violence Against Women Act Policies.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the CHA will provide prospective owners with the family's current and prior address (as shown in CHA records) and the name and address (if known) of the owner at the family's current and prior addresses.

### **3.3 CONTINUED ELIGIBILITY CRITERIA**

Annual Sex Offender Screening. At annual recertification or reexamination, CHA will ask whether the tenant or any member of the tenant's household is subject to a State lifetime sex offender registration program in any state. CHA will verify this information using the Dru Sjodin National Sex Offender Database and/or other official federal, state, and local resources and document this information in the same manner as at admission. If the recertification screening reveals that any household member is required to register as a sex offender in any State or the tenant has falsified information or otherwise failed to disclose criminal history on his/her application and/or recertification forms, CHA will terminate assistance.

## **4.0 MANAGING THE WAITING LIST**

#### **4.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

#### **4.2 TAKING APPLICATIONS**

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at: The Cheyenne Housing Authority, 3304 Sheridan Street, Cheyenne, WY 82009, or at the local intake agent's office in Sheridan (for Sheridan County), Buffalo, Riverton/Lander, Laramie, Rawlins, Gillette/Wright and Cody/Powell. Information regarding the address and phone number of these local intake agents will be publicly advertised in the respective communities.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Cheyenne Housing Authority jurisdictions, the Cheyenne Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list. The Cheyenne Housing Authority places all eligible applications on the waiting list by the date a complete application is received, regardless of the community/area within the jurisdiction where the applicant made application. The CHA identifies the applications by community/area within jurisdiction, but maintains one combined waiting list for the entire CHA jurisdiction.

When the waiting list is open, completed applications will be accepted from all applicants. The Cheyenne Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at the Cheyenne Housing Authority Office, located at 3304 Sheridan Street, Cheyenne, Wyoming on Monday through Friday, 8:30 a.m.

through 12 noon and 1 p.m. through 5 p.m., or at the local intake agents' office in Sheridan (for Sheridan County), Buffalo, Riverton/Lander, Laramie, Rawlins, Gillette/Wright and Cody/Powell. Information regarding the address, phone number and office hours of these local intake agents will be publicly advertised in the respective communities. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon receipt at the Cheyenne Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Cheyenne Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TTY) is available for the deaf through Wyoming Relay. The TDD telephone number is (800)877-9965.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the families pre-application, the Cheyenne Housing Authority will make a preliminary determination of eligibility. The Cheyenne Housing Authority will notify the family in writing of the date and time of placement on the waiting. If the Cheyenne Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report, in writing, any changes in their applicant status including changes in family composition, income, or preference factors. The Cheyenne Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing. Applicants are responsible to ensure that their current address is on file with the Cheyenne Housing Authority.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Cheyenne Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

The Cheyenne Housing Authority reserves the right to combine these application phases depending upon local needs, which may vary by community, or in the interest of expeditiously allocating assistance when necessary.

#### **4.3 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Any contact between the Cheyenne Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

#### **4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be close to being offered assistance, the family will be invited to a pool meeting and the verification process will begin. This meeting may be held on an individual basis with the local intake agents in Sheridan, Buffalo, Riverton/Lander, Laramie, Rawlins, Gillette/Wright and Cody/Powell. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Cheyenne Housing Authority must notify the family in writing of this determination, and give the family the opportunity for an informal review.

Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **4.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial. It is the applicant's responsibility to ensure that their current mailing address is on file with the Cheyenne Housing Authority.

The Cheyenne Housing Authority will allow the family to reschedule appointments for good cause. Generally the CHA will grant no more than two opportunities to reschedule appointments for good cause. When a good cause exists, the Cheyenne Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review after being removed from the waiting list. The Cheyenne Housing Authority may, as a determination of the informal review, reinstate

the applicant to their original position on the waiting list.

#### **4.6 PURGING THE WAITING LIST**

The Cheyenne Housing Authority will update and purge its waiting list as needed to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

#### **4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

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

- A. The applicant requests that the name be removed;
- B. 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. It is the applicant's responsibility to ensure that their current address is on file with the Cheyenne Housing Authority. Mail sent from the CHA to the address provided by the applicant that is returned as undelivered or undeliverable will be grounds for removal of the applicant from the waiting list;
- C. The applicant is denied (does not meet either the eligibility or screening criteria for the program).

#### **4.8 REINSTATEMENTS**

Applicants removed from the waiting list due to non-response can be reinstated upon request within 15 days of the cancellation. If the cancellation was due to non-response of action required, the completed action must accompany the request for reinstatement (i.e. completed paperwork must be returned in order to be reinstated). The reinstatement timeframe may be extended to 30 days in the case of extenuating circumstances beyond the applicant's control. At its sole discretion, CHA may request documentation to support the extenuating circumstances.

#### **4.9 GROUNDS FOR DENIAL**

The Cheyenne Housing Authority will deny eligibility to applicants who:

- A. Do not meet any one or more of the eligibility criteria;

- B. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property. Applicants will be determined ineligible to receive rental assistance if the household consists of:
1. Have any household member who has currently engaged in, or has engaged in during a reasonable time before the admission decision:
    - a. Drug related criminal activity;
    - b. Violent criminal activity;
    - c. Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
    - d. Other criminal activity that would threaten the health or safety of the Cheyenne Housing Authority or any of its employees, agents, contractors, or subcontractors.

In making the determination whether this section is applicable to conduct by a household member, the following guidelines shall be used:

1. A household member is “currently engaged in” the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.
2. The period of time that constitutes “a reasonable time” shall be determined on a case-by case basis, applying the following guidelines, but in no case shall be a period of time less than five years (as measured from the commission of the crime to the date of the admission decision):
  - a. Time spent in prison or jail shall be excluded from the calculation of reasonable time;
  - b. The period of reasonable time may be extended beyond five years for a period of up to three additional years when the criminal activity at issue includes serious violent crimes (i.e. criminal activity resulting in death, disability, incapacitation or serious bodily injury) or sexual offenses (i.e. criminal activity resulting in rape attempted rape, sexual assault, indecent liberties with a child, child pornography, etc.).

- c. The period of reasonable time may be extended beyond five years for a period of up to three additional years when the criminal activity at issue within the usual five year period involves a pattern of criminal activity to which this section applies.
    - d. In no case may the total extensions of time exceed three years, which means that the maximum length of “a reasonable time” is eight years.
  3. Different criminal acts over a period of time may be considered individually and/or collectively in determining whether a member of the household has engaged in criminal activity covered by this section. In determining whether a series or pattern of different criminal acts constitutes criminal activity covered by this section, criminal acts which are beyond the determined “reasonable time” may be considered if they are part of that series/pattern, as long as there are criminal acts in the series/pattern which also fall within the period of “reasonable time.” In the event that a series or pattern of criminal acts is determined to be subject to this section, the date of the commission of the last act in the series/pattern shall be used to determine whether it falls into the period of “reasonable time” and for the determination of eligibility for reapplication.
  4. Consideration shall be given to the following factors relevant to the decision to provide or deny assistance: the resulting effect on the community if a decision to assist (or deny assistance) is made; the demand for assisted housing by families who meet assistance eligibility criteria; and the effect of the decision on the integrity of the Cheyenne Housing Authority’s housing programs.
  5. Consideration may be given to other circumstances relevant to the decision to provide or deny assistance, including, but not limited to, such factors as: the seriousness of the criminal activity; the extent to which the household member has taken (or has not taken) responsibility for the criminal activity; the extent to which the household has taken all reasonable steps to prevent or mitigate the criminal activity; the effect of a potential decision to deny assistance on household members not involved in the criminal activity; and mitigating circumstances causing or relating to the criminal activity.

If a determination is made that a household is ineligible for assistance under the terms of this section, that household shall remain ineligible and may not reapply for assistance until the period of “reasonable time” since the offending criminal

activity has expired.

- b. Have any household member who was evicted from federally-assisted housing within five years (measured from the date of eviction) for drug-related criminal activity. However, the Cheyenne Housing Authority may admit the household if it determines:
  - 1. That the evicted household member who engaged in drug related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Cheyenne Housing Authority; or
  - 2. That the circumstances leading to the eviction no longer exist (for example, the criminal household member had died or is imprisoned).
- c. Have any household member who is currently engaging in the illegal use of a drug; or if any household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or if any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

In determining whether to deny assistance for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse by a household member who is no longer engaging in such abuse, the Cheyenne Housing Authority may consider whether the household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated.

- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from public housing within the last year;
- I. Have engaged in or threatened abusive or violent behavior towards any Cheyenne Housing Authority staff, agents or residents;



- J. Have a family household member who has been terminated for cause under the Certificate or Voucher Program during the last three years;
- K. **Denied for Life:** Have any household member who has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- L. **Denied for Life:** Have any household member who is subject to a lifetime registration requirement under any state's sex offender registration program.

#### **4.10 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant who is being denied assistance will be notified by the Cheyenne Housing Authority, in writing, that they have fourteen (14) calendar days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The Cheyenne Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Cheyenne Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Cheyenne Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

#### **4.11 INFORMAL REVIEW**

If the Cheyenne Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Cheyenne Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within fourteen (14) calendar days of the denial. The Cheyenne Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

## **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

### **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The Cheyenne Housing Authority will issue rental assistance to households on a first

come-first served basis, meaning that applicants who applied earliest will be provided assistance first with preference applicants receiving assistance before non-preference applicants.

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

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

## **5.2 PREFERENCES**

The Cheyenne Housing Authority will select families based on the following preferences. A family qualifying for one of the preferences listed below is given the same priority as a family qualifying for more than one preference. After preferences, CHA will determine priority based upon the date and time of application.

The preferences are listed below in random order with no hierarchical system. CHA will verify preference claims at the time they are made. A family may qualify for a preference at anytime they are on the waiting list, but must qualify for the preference at the time of the eligibility pooling meeting. A family must provide acceptable verification that they are eligible for a preference at the time they apply for a preference. The preference must be re-verified at the time the family is pooled for eligibility determination to confirm the applicant remains eligible for the preference. Applicants who are not eligible for the preference or lose the eligibility for the preference will be placed on the regular waiting list as of the date and time of their initial application.

- A. Displaced person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- B. Tenants in the Cheyenne Housing Authority Public Housing Program who are required to move and who cannot be placed in another public housing unit.
- C. Person(s) who reside in the Cheyenne Housing Authority Service area or who are working or have been hired to work in the same area.
- D. Homeless person(s) that is referred to the Cheyenne Housing Authority by a local agency that is providing the applicant case management to assist in eliminating chronic homelessness. Applicants terminated or evicted from any CHA program or unit will not be eligible for a homeless preference.

- E. This preference is extended equally to all elderly families, disabled families and victims of domestic violence.

All preferences must be verified by a third party knowledgeable and able to confirm the applicability of the circumstances leading to preference request. The CHA will strive to assist and accommodate victims of domestic violence in accordance with the Violence Against Women Act. See section 6.0 Violence Against Women Act Policies.

### **5.3 SELECTION FROM THE WAITING LIST**

All preferences will receive the same weight and preference-qualified applicants will be offered housing assistance before other applicants.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

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

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

## **6.0 VIOLENCE AGAINST WOMEN ACT POLICIES**

The Cheyenne Housing Authority (CHA) is concerned about the safety of its tenants, and such concern certainly extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. These policies reflect applicable principles of law from the Violence Against Women Act (VAWA) as amended, the Violence Against Women Reauthorization Act of 2013, and the implementing regulations for such laws.

**The purpose of these policies is to provide a description of specific rights, protections, and remedies afforded to victims of domestic violence, sexual assault**

**dating violence, or stalking as related to public housing. *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.***

CHA provides all tenants, program participants, applicants approved for services, and other covered persons a “*Notice of Occupancy Rights Under the Violence Against Women Act*”. That Notice document also provides a description of rights, protections, and remedies, but it is presented in language which may be easier to read and understand. Any person needing another copy of that Notice may request and obtain it from CHA.

### **Section 1—Definitions**

The following definitions apply to this policy. Other definitions from Violence Against Women Act as amended, the Violence Against Women Reauthorization Act of 2013, and the implementing regulations for such laws are incorporated by reference and shall be used as needed to interpret and apply the terms of these policies.

*Actual and imminent threat* refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

*Affiliated individual*, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

*Bifurcate* means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

*Dating violence* means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship;

(ii) The type of relationship; and

(iii) The frequency of interaction between the persons involved in the relationship.

*Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

*Household* means the family members who have been approved by CHA to reside in the housing unit, as well as any CHA-approved live-in aide.

*Other person under the tenant's control* means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

*Sexual assault* means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

*Stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(1) Fear for the person's individual safety or the safety of others; or

(2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended ( 42 U.S.C. 13925 and 42 U.S.C. 14043e *et seq.*).

## **Section 2—VAWA Protections**

### **A. Notification of occupancy rights under VAWA, and certification form.**

(1) With respect to all covered housing programs, CHA shall provide to each of its applicants and to each of its tenants the following:

(i) A “Notice of Occupancy Rights under the Violence Against Women Act,” as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections set forth in applicable federal regulations, including the right to confidentiality, and any limitations on those protections; and

(ii) A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:

(A) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking; and

(B) States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection meets the definitions set forth above; and

(C) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.

(2) The notice and certification form must be provided to an applicant or tenant no later than at each of the following times:

(i) At the time the applicant is denied assistance or admission under a covered housing program;

(ii) At the time the individual is provided assistance or admission under the covered housing program;

(iii) With any notification of eviction or notification of termination of assistance; and

(iv) During the 12-month period following December 16, 2016, either during the annual recertification or lease renewal process, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during that time period, through other means.

(3) For the Housing Choice Voucher program under 24 CFR part 982, the project-based voucher program under 24 CFR part 983, the public housing admission and occupancy requirements under 24 CFR part 960, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, as well as project-based section 8 provided in connection with housing under part 891, the HUD-required lease, lease addendum, or tenancy addendum, as applicable, used by CHA must include a description of specific protections afforded to the victims of domestic violence, dating violence, sexual assault, or stalking as required by federal regulation.

#### **B. Prohibited basis for denial or termination of assistance or eviction -**

(1) **General.** An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

(2) **Termination on the basis of criminal activity.** A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

(i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and

(ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

**C. Construction of lease terms and terms of assistance.** An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

(1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or

(2) Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

**D. Limitations of VAWA protections.**

(1) Nothing in this section limits the authority of CHA, as a covered housing provider, when notified of a court order, to comply with a court order with respect to:

(i) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or

(ii) The distribution or possession of property among members of a household.

(2) Nothing in this section limits any available authority of CHA, as a covered housing provider to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, CHA, as a covered housing provider, must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

(3) Nothing in this section limits the authority of CHA, as a covered housing provider, to terminate assistance to or evict a tenant under a covered housing program if CHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of CHA would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” set forth above.

(4) Any eviction or termination of assistance, as provided in paragraph (D)(3) of this section should be utilized by CHA, as a covered housing provider, only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the



perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

**Section 3—Documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking**

**A. Request for documentation.**

(1) Under a covered housing program, if an applicant or tenant represents to CHA, as a covered housing provider, that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies set forth in these policies, then CHA request, in writing, that the applicant or tenant submit to the CHA the documentation specified below in paragraph (B)(1) of this section.

(2) If an applicant or tenant does not provide the documentation requested under paragraph (A)(1) of this section within 14 business days after the date that the tenant/applicant receives a request in writing for such documentation from CHA, as a covered housing provider, then, notwithstanding the protections and remedies set forth elsewhere in these policies, CHA maintains the authority and discretion to:

(A) Deny admission by the applicant or tenant to the covered housing program;

(B) Deny assistance under the covered housing program to the applicant or tenant;

(C) Terminate the participation of the tenant in the covered housing program; or

(D) Evict the tenant, or a lawful occupant that commits a violation of a lease.

(ii) CHA may, at its discretion, extend the 14 business day deadline under paragraph (A)(2) if it determines that there are circumstances present such that additional time is needed in order for the tenant/applicant to have a reasonable and safe opportunity to submit the requested documentation.

**B. Permissible documentation and submission requirements.**

(1) In response to a written request to the applicant or tenant from the covered housing provider, as provided in paragraph (a) of this section, the applicant or tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, any one of the following forms of documentation, where it is at the discretion of the tenant or applicant which one of the following forms of documentation to submit:

(i) The certification form described in Section 2, paragraph (A)(1)(ii); or

(ii) A document:

(A) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;

(B) Signed by the applicant or tenant; and

(C) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking as found in Section 1 of these policies (which are the same definitions found at 24 CFR § 5.2003); or

(iii) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(iv) At the discretion of CHA, a statement or other evidence provided by the applicant or tenant which CHA determines to contain enough specific and credible information under the circumstances to reasonably document the identified incident and provide a sufficient basis for CHA to make informed decisions as to whether the situation is covered under this policy/VAWA and as to what remedies and protections are to be applied.

(2) If CHA, as a covered housing provider, receives documentation under paragraph (B)(1) of this section that contains conflicting information

(including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), then CHA may require an applicant or tenant to submit third-party documentation, as described in paragraphs (b)(1)(ii), (b)(1)(iii), or (b)(1)(iv) of this section, within 30 calendar days of the date of the request for the third-party documentation.

**(3)** Nothing in this paragraph (B) or its subparagraphs shall be construed to require CHA, as a covered housing provider, to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

**C. Confidentiality.** Any information submitted to CHA, as covered housing provider, under this section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by CHA.

**(1)** CHA, as a covered housing provider, shall not allow any individual administering assistance on behalf of CHA or any persons within their employ (*e.g.*, contractors) or in the employ of CHA to have access to confidential information unless explicitly authorized by CHA for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

**(2)** CHA, as a covered housing provider shall not enter confidential information described in paragraph (C) of this section into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

- (i)** Requested or consented to in writing by the individual in a time-limited release
- (ii)** Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- (iii)** Otherwise required by applicable law.

**D.** CHA's compliance with the protections set forth in 24 CFR §§ 5.2005 and 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by CHA as a covered housing provider. However, nothing in this paragraph shall be construed to limit the liability of a covered housing provider for failure to comply with 24 CFR §§

5.2005 and 5.2009.

**Section 4—Lease Bifurcation as a remedy available to victims of domestic violence, dating violence, sexual assault, or stalking**

**A. Lease Bifurcation**

(1) CHA may, in accordance with paragraph (A)(3) of this section, bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

(i) Without regard to whether the household member is a signatory to the lease; and

(ii) Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

(2) With respect to Section 8 voucher programs and other covered housing program participants where CHA is not a party to a participant's lease (and so cannot directly act to terminate or modify the lease agreement), "lease bifurcation" will primarily be accomplished through the termination of assistance to that household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking

(3) A lease bifurcation, as provided in paragraph (A)(1) of this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.

**B. Reasonable time to establish eligibility for assistance or find alternative housing following bifurcation of a lease -**

(1) *Applicability.* The reasonable time to establish eligibility under a covered housing program or find alternative housing is specified in

paragraph B of this section, or alternatively in the program-specific federal regulations governing the applicable covered housing program. Some covered housing programs may provide different time frames than are specified in this paragraph (B), and in such cases, the program-specific regulations govern.

***(2) Reasonable time to establish eligibility assistance or find alternative housing.***

(i) If CHA, as a covered housing provider exercises the option to bifurcate a lease as provided in paragraph (A) of this section, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under the covered housing program, then CHA shall provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

(A) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or

(B) Establish eligibility under another covered housing program; or

(C) Find alternative housing.

(ii) The 90-calendar-day period provided by paragraph (B)(2) of this section will not be available to a remaining household member if the statutory requirements for the covered housing program prohibit it. The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations. The 90-calendar-day period is the total period provided to a remaining tenant to establish eligibility under the three options provided in paragraphs (B)(2)(i)(A), (B), and (C) of this section.

(iii) CHA may exercise discretion to extend the 90-calendar-day period in paragraph (B)(2) of this section up to an additional 60 calendar days in the event that CHA determines that there are special circumstances so justifying an extension, unless CHA is

prohibited from doing so by statutory requirements of the covered program or unless the time period would extend beyond expiration of the lease.

## **Section 5 – Emergency Transfer Plan For Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **A. Emergency Transfers Generally**

In accordance with the Violence Against Women Act (VAWA), CHA allows tenants (regardless of sex, gender identity, or sexual orientation) 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 of CHA 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, (see Section 3, above) and on whether CHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are 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.

### **B. Eligibility for Emergency Transfers**

- (1) A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in Section 1 of these policies (also defined in HUD regulations at 24 CFR part 5, subpart L) is eligible for an emergency transfer, *if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.*
- (2) If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
- (3) A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

(4) Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **C. Emergency Transfer Request Documentation**

(1) To request an emergency transfer, the tenant shall notify CHA's management office and submit a written request for a transfer to CHA's main administration office located at: 3304 Sheridan St., Cheyenne, WY 82009. CHA will provide reasonable accommodations to this policy for individuals with disabilities.

(2) The tenant's written request for an emergency transfer should include either:

(i.) 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 HP's program; 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) The documentation that a tenant must provide to request an emergency transfer request *is in addition to* the documentation described in Section 3 of these policies which a tenant must submit in order to document that he/she is a victim of domestic violence, dating violence, sexual assault, or stalking.

### **D. Confidentiality**

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

(2) 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.

(3) CHA may disclose information related to a tenant's request for an emergency transfer under this policy if the tenant gives CHA written permission to release the information on a time-limited basis, or if disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from a housing program.

(4) More information about CHA's responsibility to maintain the confidentiality of information relating to incidents of domestic violence, dating violence, sexual assault, or stalking can be found in Section 3, paragraph C of these policies and in the Notice of Occupancy Rights under the Violence Against Women Act given to tenants (additional copies of which may be obtained upon request to CHA).

(5) CHA will keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. Requests and outcomes of such requests must be reported to HUD annually.

#### **E. Emergency Transfer Timing and Availability**

(1) CHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. CHA will, however, act as quickly as possible under the circumstances 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.

(2) If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit by providing, in writing, an explanation as to the reason the tenant believes the proposed unit would not be safe. If the explanation given by the tenant is sufficient to establish a reasonable belief on his/her part that the proposed transfer would not be safe, then the tenant may then be offered different proposed transfer, if and when one becomes available under the provisions of this plan.



(3) 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.

(4) CHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit. Nothing in this emergency transfer plan may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.

(5) If CHA has no safe and available units for which a tenant who needs an emergency transfer is eligible for, CHA 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, CHA 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.

(6) A request for a transfer under this Emergency Transfer Plan shall be considered to be equivalent in priority to a Category 1: Emergency Medical Transfer (See section 16.2 of the ACOP).

## **F. Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**In the Laramie County and Albany County areas, assistance can be found at:**

**SafeHouse Services (for victims of domestic violence)**—24 hour confidential crisis line  
(800) 591-9159 or (307) 637-7233 (Safe) [www.wyomingsafehouse.org](http://www.wyomingsafehouse.org)

Domestic Violence Shelter  
1813 Carey  
Cheyenne, WY 82001

**Wyoming Domestic Violence Hotline**-- 1-800-591-9159

**Cheyenne Police Department *Victim Assistance***— (307) 637-6525

**Cheyenne Police Department *Dispatch***—(307) 637-6507

**Laramie County *Victim Assistance***-- (307) 633-4756

**Laramie County Sheriff's Department**—(307) 633-4700

**Wyoming Division of Victim Services** (<https://sites.google.com/a/wyo.gov/wy-ag/victim-services-home-page>)

**Legal Aid of Wyoming**—1-877-432-9955 (<http://www.lawyoming.org/>)

**Albany County Sheriff** – (307) 755-3520  
525 E Grand Ave # 101  
Laramie, WY 82070

**Laramie Police Department** – Emergency 9-1-1, Non-emergency (307) 721-2526

**Wyoming Coalition Against Domestic Violence and Sexual Assault** - (307) 755-5481  
715 E. Garfield Street #218  
Laramie, WY 82070

**Albany County Safe Project** – (307) 745-3556  
319 South Lincoln Street  
Laramie, WY

## 7.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The CHEYENNE Housing Authority will issue a voucher for a particular bedroom size, the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	3	4
3	5	6
4	7	8

These standards are based on the assumption that each bedroom will accommodate two (2) persons.

In determining bedroom size, the Cheyenne Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care. Infants up to one year of age will be included in the bedroom with the parent, unless there are two adults in the household.

The Cheyenne Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size subsidy than the guidelines allow and documents (supported by written statement from two medical practitioners) a medical reason why the larger size subsidy is necessary.

The family unit size will be determined by the Cheyenne Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

### 7.1 BRIEFING

When the Cheyenne Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings, without good cause, they will be denied admission. Briefings will begin promptly at the scheduled time. Applicants who are late for the scheduled briefing meeting will be denied participation in the meeting and the Cheyenne Housing Authority will consider them to have missed the briefing meeting.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

## **7.2 PACKET**

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an

- extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
  - C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
  - D. How the Housing Authority determines the maximum rent for an assisted unit;
  - E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
  - F. The HUD-required lease addendum that provides the language that must be included in any assisted lease, and a sample contract;
  - G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
  - H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
  - I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
  - J. The HUD brochure on how to select a unit ("A Good Place to Live");
  - K. The HUD-required lead-based paint brochure;
  - L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
  - M. A list of landlords or other parties known to the Cheyenne Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
  - N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Cheyenne Housing

- O. Authority that may be available;  
The family' s obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family' s action or inaction;
- Q. Cheyenne Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Cheyenne Housing Authority landlord information brochure. This brochure can be given by the applicant to a prospective landlord to help explain the program.

### **7.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY**

Beginning October 1, 1999, the Cheyenne Housing Authority will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

After family information has been verified, its eligibility determined including completion of the criminal background check, its potential subsidy calculated, and the family has attended the family briefing, the voucher is issued and the family begins its search for a suitable unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required lease addendum and the request for approval of the lease form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family' s current and

prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses, upon receipt of written request from the prospective landlord.

Additional screening is the responsibility of the owner. Upon written request by a prospective owner, the Housing Authority will provide any factual information or third party written information that is relevant to a voucher holder's history of, or ability to, comply with standard material lease terms or any known history of drug trafficking.

#### **7.4 TERM OF THE VOUCHER**

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension. Extensions will only be granted to elderly and disabled households.

Upon submission of a completed request for approval of tenancy form, the Cheyenne Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal.

#### **7.5 APPROVAL TO LEASE A UNIT**

The Cheyenne Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;

- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the language of the tenancy addendum and Lead-Based Paint Disclosures (Required by 24 CFR 35.92(b));
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income, for new participants only;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and also advise them of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income, for new participants only;
- C. The landlord and tenant sign the lease to include the HUD required addendum and Lead-Based Paint Disclosures (Required by 24 CFR 35.92(b)); and
- D. The Housing Authority approves the leasing of the unit.
- E. The landlord completes the necessary documentation to demonstrate the party to whom housing assistance payments will be made, and to whom the 1099 will be sent. The landlord will be required to complete the applicable CHA form and provide a copy of the IRS documentation reflecting the correct name and tax identification number of the recipient of the housing assistance payments.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract



is executed.

## **7.6 CHEYENNE HOUSING AUTHORITY DISAPPROVAL OF OWNER**

The Cheyenne Housing Authority will deny participation by an owner at the direction of HUD. The Cheyenne Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - premises by tenants, Cheyenne Housing Authority employees or owner employees; or
  - residences by neighbors;
- H. If the owner is the parent (step-parent), child (step-child), grandparent (step-grandparent), grandchild (step-grandchild), sister (step-sister), or brother (step-brother) or any member of the family unless the Cheyenne Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- I. Other conflicts of interest under Federal, State, or local law. Only the Cheyenne Housing Authority Board of Commissioners has authority to disapprove owners.

## **7.7 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Cheyenne Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Cheyenne Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Lot rent in mobile home parks for mobile homes that are owned by the assisted family

## **7.8 SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

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

## **8.0 MOVES WITH CONTINUED ASSISTANCE**

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

### **8.1 WHEN A FAMILY MAY MOVE**

For families already participating in the Voucher Program, the Cheyenne Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated by mutual rescission by both tenant and landlord
- B. Victims of Domestic Violence – VAWA  
See section 6.0 Violence Against Women Act Policies.

## **8.2 PROCEDURES REGARDING FAMILY MOVES**

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Cheyenne Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Cheyenne Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Cheyenne Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

Failure to follow the above procedures may subject the family to termination from the program.

In the event of insufficient funding, as determined by the Board, the Cheyenne Housing Authority will not permit participant households to lease a new unit that is more expensive, considering both the rent and utility allowance, than the current unit leased under the Voucher program.

## **9.0 PORTABILITY**

### **9.1 GENERAL POLICIES OF THE CHEYENNE HOUSING AUTHORITY**

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Cheyenne Housing Authority at the time the family first submits its application for participation in the program to the Cheyenne Housing Authority may lease a unit anywhere in the jurisdiction of the Cheyenne Housing Authority or outside the Cheyenne Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Cheyenne Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Cheyenne Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Cheyenne Housing Authority. This same local residency requirement applies to

applicants in the following communities: Sheridan, Buffalo, Riverton/Lander, Laramie, Rawlins, Gillette/Wright and Cody/Powell.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Cheyenne Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Cheyenne Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a tenant-based Section 8 Program is being administered. The CHA will endeavor to encourage the receiving housing authority to absorb the participant into their Voucher program. The Cheyenne Housing Authority will require a written certification from the receiving housing authority that they will absorb the participant into their Voucher program.

If a family has moved out of their assisted unit in violation of the lease, the Cheyenne Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

## **9.2 INCOME ELIGIBILITY**

### **A. Admission**

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

### **B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.**

## **9.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

## **9.4 PORTABILITY PROCEDURES**

- A. When the Cheyenne Housing Authority is the Initial Housing Authority:
1. The Cheyenne Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
  2. The Cheyenne Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
  3. The Cheyenne Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
  4. The Cheyenne Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
  5. The Cheyenne Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the Cheyenne Housing Authority is the Receiving Housing Authority:
1. When the portable family requests assistance from the Cheyenne Housing Authority, the Cheyenne Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Cheyenne Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
  2. The Cheyenne Housing Authority will issue a voucher to the family. The term of the Cheyenne Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Cheyenne Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Cheyenne Housing Authority during the term of the Cheyenne Housing Authority's voucher.
  3. The Cheyenne Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Cheyenne Housing Authority's subsidy standards.
  4. The Cheyenne Housing Authority will within ten (10) calendar days notify

the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

5. If the Cheyenne Housing Authority opts to conduct a new reexamination, the Cheyenne Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Cheyenne Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Cheyenne Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Cheyenne Housing Authority

1. If funding is available under the consolidated ACC for the Cheyenne Housing Authority's Voucher Program when the portable family is received, the Cheyenne Housing Authority may absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Cheyenne Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the Cheyenne Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
  - b. The Initial Housing Authority will promptly reimburse the

Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **10.0 DETERMINATION OF FAMILY INCOME**

### ***10.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME***

To determine annual income, the Cheyenne Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Cheyenne Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

### ***10.2 INCOME***

A. 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 reexamination effective date; and
3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12 month period (e.g. seasonal or cyclical income), or the Cheyenne Housing Authority believes that past income is the best available indicator of expected future income, the



Cheyenne Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

- B. Annual income includes, but is not limited to:
1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
  2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
  3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
  4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income, Social Security benefits and Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
  5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump

sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. Imputed Welfare Income:

- 1). If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefit reduction, as specified in notice to the Cheyenne Housing Authority by the welfare agency), plus the total amount of other annual income.
- 2). At the request of the Cheyenne Housing Authority, the welfare agency will inform the Cheyenne Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Cheyenne Housing Authority of any subsequent changes in

the term or amount of such specified welfare benefit reduction. The Cheyenne Housing Authority will use this information to determine the amount of the imputed welfare income for a family.

- 3). A family's imputed income includes imputed welfare income in the calculation of the family's income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Cheyenne Housing Authority by the welfare agency).
- 4). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- 5). The Cheyenne Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- 6). If the participant is not satisfied that the Cheyenne Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Cheyenne Housing Authority denies the family's request to modify such amount, then the Cheyenne Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Cheyenne Housing Authority's determination of the amount of imputed welfare income. The Cheyenne Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.
- 7). If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- 8). Relations with welfare agencies:
  - a). The Cheyenne Housing Authority will ask welfare agencies to inform it of any specified welfare benefit reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefit reduction. If the welfare agency determines a specified welfare benefit reduction for a family

member, and gives the Cheyenne Housing Authority written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefit reduction.

- b). The Cheyenne 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 specified welfare benefit reduction as determined by the welfare agency. However, the Cheyenne Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, not for providing the opportunity for review or hearing on such welfare agency determinations.
  - c). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Cheyenne Housing Authority shall rely on the welfare agency notice to the Cheyenne Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.
- 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. (Special pay to a member exposed to hostile fire is excluded.)

### ***10.3 EXCLUSIONS FROM INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments

(including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. All forms of student financial assistance (grants, scholarships, educational entitlements, work study programs, and financial aid packages) are excluded from annual income except for students receiving Section 8 assistance. This is true whether the assistance is paid to the student or directly to the educational institution.

For students receiving Section 8 assistance, all financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition and all required fees is included in annual income except if the student is over the age of 23 with dependent children or the student is living with his or her parents who are receiving Section 8 assistance. G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

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

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income, Social Security benefits, and Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act

- d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act, or its successor programs, including targeted programs under the Workforce Investment Act.
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita (per individual) received from judgment funds awarded for certain Indian claims.
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

#### ***10.4 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, unreimbursed disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the

assistance to the person with disabilities.

- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for unreimbursed medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 2. That has unreimbursed disability expenses greater than or equal to 3% of annual income, an allowance for unreimbursed disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's unreimbursed medical expenses;
  - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined unreimbursed disability assistance expenses and unreimbursed medical expenses that is equal to the total of these expenses less 3% of annual income.
  
- E. Child care expenses - Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### ***10.5 RECEIPT OF A LETTER OR NOTICE FROM CHA CONCERNING INCOME***

- A. If a Section 8 participant receives a letter or notice from CHA concerning the amount or verification of family income, the letter shall be responded to within fifteen (15) calendar days of the date of the letter.
- B. The Section 8 Coordinator(s) or the Housing Supervisor shall reconcile any difference between the amount reported by the participant and the amount listed in the CHA communication. This shall be done as promptly as possible.
- C. After reconciliation is complete, the CHA shall adjust the participants' rental contribution 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 CHA shall do one of the following:
  - 1. Immediately collect the back over-paid assistance previously paid by the CHA;
  - 2. Establish a repayment plan for the resident to pay the sum due to the CHA;



3. Terminate the participant from the program for failure to report income; or
4. Terminate the participant from the program for failure to report income and collect the back over-paid assistance previously paid by the CHA.

### **10.6 COOPERATING WITH WELFARE AGENCIES**

The Cheyenne Housing Authority will make its best effort to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in public housing and Section 8 tenant-based rental assistance programs in order to achieve self-sufficiency.
- B. To provide written verification to the Cheyenne Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **11.0 VERIFICATION**

In accordance with 24 CFR §5.236(b)(2)(3) and administrative guidance issued by HUD, the CHA will utilize HUD's Enterprise Verification System (EIV), in its entirety, as a third party source to verify tenant reported employment and income information during mandatory reexaminations or re-certifications of family composition and income.

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

CHA is required to verify information relating to eligibility, assets, income, and deductions from income, admission preferences, and compliance with applicant selection criteria. Examples include but are not limited to:

Eligibility for admission, such as:

- Income, assets and asset income (24 CFR § 5.609);
- Divested assets (24 CFR § 5.609);
- Family composition (24 CFR § 5.403);

- Social Security numbers (24 CFR §5.216);
- Citizenship or Eligible Immigration Status (24 CFR § 5.508); and
- Required criminal history review (24 CFR § 960.204).

Local or Ranking preferences (24 CFR § 960.206), such as:

- Displacement by natural disaster, governmental action, domestic violence (see section 6.0 Violence Against Women Act Policies);
- Income targeting, income tiers, deconcentration, broad range of income goals;
- Preference for workers or those attending school;
- Veteran or serviceperson status – not specified in the regulations; and
- Living, working or being hired to work in the CHA's jurisdiction.

Deductions (24 CFR § 5.617), such as:

- Family members (other than head or spouse) under age 18;
- Age, or disability of family head or spouse;
- Disability of family members other than head or spouse;
- Full time student status of family members other than head or spouse;
- Child care costs;
- Disability assistance expenses (working families only); and
- Unreimbursed medical costs (Elderly and Disabled Families only).

Standards for Applicant Selection Criteria (24 CFR § 960.203), such as:

- Documented ability to abide by PHA lease requirements;
- Landlord references;
- Home visits;
- Credit checks;
- Previous history of tenancy, rent paying, caring for a home;
- Utility history; and
- Criminal history of all adult family members.

## **12.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### ***12.1 GENERAL***

After October 1, 1999, the Cheyenne Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see

Section 21.0 for additional guidance).

## **12.2 RENT REASONABLENESS**

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved, as described in this policy;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

The Housing Authority is not required to perform a rent reasonableness comparison for voucher holders residing in units contained within projects that have Low Income Housing Tax Credit (LIHTC) or HOME assisted units if the rent charged for the voucher holder does not exceed the greater of (1) the rent for other LIHTC or HOME assisted units in the project that are not occupied by families with tenant based rental assistance or (2) the payment standard for a unit of the size involved.

## **12.3 COMPARABILITY**

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

## **12.4 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Cheyenne Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the

maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard may be established to be 90% to 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD. The payment standard will be re-evaluated annually.

For a voucher tenancy in an insured or non-insured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888 and 982.620– 40% of the two bedroom FMR.

#### **12.4.1 Setting the Payment Standard**

The Statute that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR, which does not require HUD approval. The Cheyenne Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Cheyenne Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Cheyenne Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval from the HUD Field Office, the payment standard can be established at up to 120% of the published fair market rent limit.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for

one bedroom size may increase or decrease while another remains unchanged. The Cheyenne Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

#### **12.4.2 Selecting the Correct Payment Standard for a Family**

- A. For the voucher tenancy, the payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size; or
  - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

#### **12.4.3 Area Exception Rents**

In order to help families find housing outside areas of high poverty or when voucher

holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

## ***12.5 ASSISTANCE AND RENT FORMULAS***

### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. The welfare rent

Plus any rent above the payment standard. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly adjusted income for rent and utilities.

### **B. Minimum Rent.**

The Cheyenne Housing Authority has set the minimum rent as \$50. However, if the family requests a hardship exemption, the Cheyenne Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of change in circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare or similar items;
  - e. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall

pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

1. The payment standard amount for the appropriate family unit size; or
2. The payment standard amount for the size of the dwelling unit actually rented by the family.

b. If the dwelling unit is located in an exception area, the Cheyenne Housing Authority will use the appropriate payment standard for the exception area.

c. During the HAP contract term, the payment standard for the family is the higher of :

1. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
2. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

1. Paragraph (c)(i) of this section does not apply; and
2. The new family unit size must be used to determine the



payment standard.

2. The Cheyenne Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The gross rent minus the total tenant payment.

E Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is 40% of the published 2 bedroom FMR.
2. The space rent is the sum of the following as determined by the Cheyenne Housing Authority:
  - a. Rent to the owner for the manufactured home space;
  - b. Owner maintenance and management charges for the space; and
  - c. Utility allowance for tenant paid utilities.
3. The participant pays the rent to owner less the HAP
4. HAP equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or

if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Cheyenne Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Cheyenne Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

## ***12.6 UTILITY ALLOWANCE***

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (electricity, gas, water, sewer and sanitation), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility

rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Housing Department.

The utility allowance for a family shall be the lower of: (1) The utility allowance amount for the family unit size; or (2) the utility allowance amount for the unit size of the unit rented by the family. However, upon the request of a family that includes a person with disabilities, the CHA must approve a utility allowance higher than the applicable amount if such a higher utility allowance is needed as a reasonable accommodation in accordance with HUD's regulations in 24 CFR part 8 to make the program accessible and usable by the family member with a disability.

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

In some instances the Tenant Rent is less than the utility allowance. In such cases the CHA will process a utility reimbursement payment on behalf of the tenant. The CHA may elect to pay the utility reimbursement directly to the utility provider (the utility company providing the primary source of heat) on behalf of the tenant.

## ***12.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT***

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

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Cheyenne Housing Authority.

## **12.8 CHANGE OF OWNERSHIP**

The Cheyenne Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Cheyenne Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Cheyenne Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust or Settlement Statement showing the transfer of title; and
- B. Tax Identification Number or Social Security Number. The landlord must complete the necessary documentation to demonstrate the party to whom housing assistance payments will be made, and to whom the 1099 will be sent. The landlord will be required to complete the applicable CHA form and provide a copy of the IRS documentation reflecting the correct name and tax identification number of the recipient of the housing assistance payments.

New owners will be required to execute a taxpayer identification form. The Cheyenne Housing Authority may withhold the rent payment until the taxpayer identification number is received.

## **13.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

The Cheyenne Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected every other year, and at other times as needed, to determine if the units meet HQS.

The Cheyenne Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. When feasible and to the extent possible, the family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to

enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Cheyenne Housing Authority will only schedule one more inspection. If the family misses two inspections, the Cheyenne Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

### **13.1 TYPES OF INSPECTIONS**

There are seven types of inspections the Cheyenne Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Biennial Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection - Supervisory inspections will be performed on at least the number of units defined within HUD program requirements.

### **13.2 OWNER AND FAMILY RESPONSIBILITY**

- A. Owner Responsibility for HQS
  - 1. The owner must maintain the unit in accordance with HQS.
  - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Cheyenne Housing Authority will take prompt and vigorous action to

enforce the owner obligations. The Cheyenne Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Cheyenne Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Cheyenne Housing Authority and the Cheyenne Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Cheyenne Housing Authority approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Cheyenne Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. 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;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Cheyenne Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the Cheyenne Housing Authority will take prompt and vigorous action to enforce the family

obligations. The Cheyenne Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

### **13.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards. The Cheyenne Housing Authority will apply the HUD defined housing quality standards, which may include but not be limited to the following:

#### **A. Sanitary Facilities**

##### **1. Performance Requirements**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

##### **2. Acceptability Criteria**

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water available and control knobs properly situated.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

#### **B. Food Preparation and Refuse Disposal**

##### **1. Performance Requirements**

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary

disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the



same bedroom or living/sleeping room.

- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by

type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared ( $\text{mg}/\text{cm}^2$ ), or 0.5 % by weight or 5000 parts per million (PPM).

## 2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a

visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding

exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

- ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
- iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
- iv. During exterior treatment soil and playground equipment must be protected from contamination.
- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

1. The owner must take appropriate action to protect residents and

their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

## J. Access

### 1. Performance Requirements

The dwelling unit must be able to be used and maintained without



unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance

with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

#### ***13.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA***

The Cheyenne Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Cheyenne Housing Authority has received HUD approval to require the following additional criteria:

- A. In each living/sleeping room, there will be at least one exterior window that can be opened. Exceptions can be granted at the discretion of the Housing Supervisor for reasonable cause.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with sufficient coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A 3/4" overflow pipe must be present on the hot water heater safety valves and installed down to within 4 inches of the floor or directly into a drain.

#### ***13.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS***

A. Correcting Initial HQS Fail Items

The Cheyenne Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Cheyenne Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Cheyenne Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Cheyenne Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 30 calendar days of the initial inspection.

4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Cheyenne Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 45 days after the initial inspection date, the Cheyenne Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

**13.6 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

### **13.7 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required time frame, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day time frame, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Cheyenne Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and time frames for correction of deficiencies as owners. If repairs are not completed by the deadline, the Cheyenne Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

## **14.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES**

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Cheyenne Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.

- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- C. No damage claims will be paid under either program effective on or after October 2, 1995.

#### ***14.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS***

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Cheyenne Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Cheyenne Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Cheyenne Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Cheyenne Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Cheyenne Housing Authority within forty-five (45) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

#### ***14.2 PARTICIPANT RESPONSIBILITIES***

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Cheyenne Housing Authority. This shall be done by either paying the full amount due immediately upon the Cheyenne Housing Authority requesting it or through a Repayment Agreement that is approved by the Cheyenne Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

## **15.0 RECERTIFICATION**

### ***15.1 ANNUAL REEXAMINATION***

At least annually the Cheyenne Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Cheyenne Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and the deadline by which the resident must fully comply with the requirements of the recertification process. The participant family must pick up forms from the Cheyenne Housing Authority office, or the office of the intake agent. The Cheyenne Housing Authority may send forms to the tenant upon their request. It is important that the tenant take an active role in ensuring that the appropriate forms are obtained. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the recertification process, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Cheyenne Housing Authority will determine the family's annual income and will calculate their family share.

#### **15.1.1 Self-sufficiency incentives for persons with disabilities**

Disallowance of increase in annual income:

1. *Initial 12-month exclusion.* During the 12-month period, beginning on the date a qualified and disabled family member is first employed, or the family first experiences an increase in annual income attributable to employment, the CHA will exclude from annual income of that qualified family any increase in employment income of the qualified and disabled family member over prior income of that family member.
2. *Second 12-month exclusion and phase-in.* Upon the expiration of the 12-month period defined in paragraph 1 of this section and for the subsequent 12-month period, the CHA will exclude from annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family members baseline income.
3. *Maximum 2-year disallowance.* The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph 1 or 2 of this section is limited to a lifetime 24-month period. The disallowance applies for disallowance under paragraph 1 of this section and a maximum of 12 months for disallowance under paragraph 2 of this section, during the 24-month period beginning on the date of the initial exclusion under paragraph 1 of this section.

### **15.1.2 Effective Date of Rent Changes for Annual Reexaminations**

The new family share will generally be effective upon the anniversary date with 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 prior notice of the amount. 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.

### **15.1.3 Recertification Notices and Failure to Comply**

If the family fails to respond to the initial recertification letter, a second recertification letter will be mailed. The second recertification letter will remind the resident of the deadline, allowing for the same considerations for accommodation as above. The letter will also advise that failure by the family to comply fully with the recertification process by the established deadline will result in the Cheyenne Housing Authority taking action to terminate the family's assistance.



#### 15.1.4 Changes in Lease or Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Cheyenne Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with the Cheyenne Housing Authority Administrative Plan. The Cheyenne Housing Authority reserves the right to deny any changes to the lease that contradict the Administrative Plan, Model Lease, HAP Contract or in any way violate the prohibitive language provisions of the Section 8 tenant-based rental assistance program.

##### Rent Adjustments

1. Annual adjustment of rent to landlord.
  - a. At each annual anniversary date of the HAP contract, the CHA will adjust the rent to landlord at the request of the landlord in accordance with this section.
  - b. The adjusted rent to landlord equals the lesser of:
    - 1) The reasonable rent (as most recently determined or re-determined by the CHA in accordance with **24 CFR 982.507**); or
    - 2) The amount requested by the landlord.
  - c. The rent to landlord may be adjusted up or down in accordance with this section.
  - d. The rent to landlord for a unit will not be increased at the annual anniversary date unless:
    - 1) The landlord requests the adjustment by giving notice to the CHA; and
    - 2) During the year before the annual anniversary date, the landlord has complied with all requirements of the HAP contract, including compliance with the HQS.

- e. To receive an increase resulting from the annual adjustment for an annual anniversary date, the landlord must request the increase at least sixty days before the next annual anniversary date.
  - f. In order for the tenant to remain on the Housing Choice Voucher program in the unit, the new rent must meet rent reasonableness. If it does not, the CHA will attempt to negotiate the rent with the landlord to an amount acceptable. If the CHA is unsuccessful and the landlord proceeds with the rent increase, the tenant will be issued a voucher to move to a program acceptable unit.
  - g. The CHA reserves the right to suspend processing of landlord requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.
2. Special Adjustments
- a. At HUD's sole discretion, HUD may approve a special adjustment of the rent to landlord to reflect increases in the actual and necessary costs of owning and maintaining the unit because of substantial and general increases in:
    - 1) Real property taxes;
    - 2) Special governmental assessments;
    - 3) Utility rates; or
    - 4) Costs of utilities not covered by regulated rates.
  - b. The CHA may make a special adjustment of the rent to landlord only if the adjustment has been approved by HUD. The landlord does not have any right to receive a special adjustment.
  - c. The adjusted rent may not exceed the reasonable rent. The landlord may not receive a special adjustment if the adjusted rent would exceed the reasonable rent.
  - d. The CHA may withdraw or limit the term of any special adjustment.
  - e. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to landlord.

Assistance shall not be continued unless the Cheyenne Housing Authority has approved a

new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- a. Requirements governing participant or owner responsibilities for utilities or appliances;
- b. In the lease terms governing the term of the lease;
- c. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Cheyenne Housing Authority is not required for changes other than those specified above.

## **15.2 INTERIM REEXAMINATIONS**

### **INTERIM REEXAMINATIONS**

Participants are required to report the following changes between annual reexaminations: Any changes in family composition which includes but is not limited to:

1. A member has been added to the family through birth or adoption or court-awarded custody.
2. A household member is leaving or has left the family unit.
3. Family break-up

#### *Adding or removing a household member(s) under the age of 18*

If the proposed change is an addition or removal of a household member(s) under the age of 18 years of age, the proposed change must be submitted in writing\* to the CHA office within 10 days of the occurrence.

#### *Adding or removing household member(s) 18 years of age or older.*

If the proposed change is the removal of a household member(s) over the age of 18 years of age, the proposed change must be submitted in writing\* to the CHA office within 10 days of the occurrence. If the proposed change is an addition of a household member(s) 18 years of age or older, the head of household must first receive written permission from the CHA before this person may begin living in the unit. In order to add a household member other than through birth or adoption (including a live-in aide) the family must request permission from the CHA that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an Additional Member Application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number in a manner consistent with the requirements in Section 8.2 D above, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Cheyenne Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be

ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Cheyenne Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

#### *Family Break-up*

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

1. To whom the voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Cheyenne Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Cheyenne Housing Authority will make determinations on a case by case basis.

The Cheyenne Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

#### *Families contributing zero dollars to rent amount*

If during an annual reexamination the CHA determines the family will be contributing zero dollars to the rent amount, the CHA may require the family to recertify bi-annually. If the CHA has reason to believe the family may have unreported assets or income, the CHA may elect to conduct a reexamination at any time.

#### *Participants with irregular income*

Participants with a history of employment whose regular reexamination takes place at a time when they are not employed will have their income calculated based on their past and anticipated employment. Participants with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including starting and ending dates.

*Participant request for interim reexamination*

At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The CHA will not process an interim reexamination when the family reports a loss of welfare benefits due to fraud or a failure to participate in self-sufficiency or work activity in accordance with federal regulations. For any change to take effect on the 1<sup>st</sup> day of the following month, required documentation of the change must be received and verified by the CHA on or before the 21<sup>ST</sup> of the month in which the change occurred or was reported.

If the new tenant rent is a reduction and the family caused the delay or did not report the change by the 21<sup>st</sup> of the month in which month the occurrence changed, the change will be effective the first of the month after the rent amount has been re-determined and not be retroactive.

*FSS Participants*

FSS participants may request an interim reexamination in the event of an increase in income resulting in an increase in the tenant portion of rent. This election is optional to the FSS participant in order to increase their contribution of payments to the FSS escrow account.

*Temporary reduction of income*

Interim certifications for temporary reductions in household income will not be processed unless the reduction in household income is projected to be for no less than thirty (30) days.

\* CHA will accept written forms of communication and unwritten to accommodate a disability.

### **15.2.1 Special Reexaminations**

If a household's income is too unstable to project for 12 months, including families that temporarily have no income or a negative rent contribution, or have a temporary decrease in income, the Cheyenne Housing Authority may schedule special reexaminations every 90 days until the income stabilizes and an annual income can be determined.

### **15.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. .

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the family did not report a change and submit all necessary documentation in a timely manner and the family will have caused an unreasonable delay in the interim reexamination process, the following guidelines will apply.

Increases in Tenant Rent will be effective retroactive to the date they would have been effective had the information been reported on a timely basis. The family will be liable for any underpaid rent from the effective retroactive date until the verification is received by the CHA

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

All changes must be verified in writing by the 21<sup>st</sup> of the month in which the change occurred. The Cheyenne Housing Authority must have all information by the 21<sup>st</sup> of the month in order to make changes by the first of the month following the applicable time period, so long as verifications are received timely.

### ***15.2.3 Temporary/Extended Absence***

CHA Policy for temporary absence of household members depends on whether the family member is an adult or child and whether the household member is the only adult or sole member of the household. The family will need to declare, in writing, to CHA when a family member is temporarily absent from the household. CHA will accept written and other than written forms of communication to accommodate a disability. CHA will advise the family of their options and how it affects the rent and unit size. CHA distinguishes between absence and abandonment. This Policy for absence assumes that the tenant continues to pay rent and comply with the lease terms and rules of occupancy.

#### **1. Children/Dependents**

- a. **Child(ren) in Foster Care:** If children are removed from their parents home due to neglect or abuse, the child(ren) will remain a member of the tenant family as long as a reunification plan is in place with the local Social Service Agency. If the family is unable to provide a verifiable reunification plan, the child(ren) will not be counted as part of the household. CHA will obtain verification from the Social Service Agency.
- b. **Dependent Student (other than head or spouse):** A student who attends

school away from home, but lives with the family during recesses, may be considered either temporarily absent (first \$480 of income counted and on lease) or permanently absent (income not counted, not on lease) at the family's option.

- c. **Joint Custody of Child(ren):** Child(ren) who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year. The days do not have to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents. Because of the number of possible circumstances in which a determination will have to be made, the CHA will make determinations on a case by case basis.
2. **Single Parent/Adult Households:** When a single parent will be absent for an extended period, CHA will allow another adult to move into the household to care for the child(ren). CHA will continue assistance for up to 60 days, as long as the family continues to meet the definition of family and the other adult meets all other eligibility requirements. The single parent must not be absent from the unit more than 60 days, unless it is for medical reasons. A single parent may be absent from the unit for up to 180 days for medical reasons. When the single parent is required to be on an extended absence, a responsible adult must be present to supervise the child(ren) and the dwelling unit. At CHA's discretion, the other adult may be added as a member of the household in order to allow the family to continue to receive rental assistance. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days.
  3. **Two or More Adult Households**
    - a. **The Head of the Household** may not be absent from the household for more than 60 continuous days. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days. CHA will work with the family to change the Head of Household as necessary.
    - b. **Absence by other Adult:** CHA will consider an adult to be temporarily absent, and not permanently absent, from the household if the person intends or reasonably can be expected to return when the purpose of the absence has been accomplished. For example, if a family member is working out of town but will return to the household to live when the work is completed, this family member would still be considered a part of the household as a temporarily absent household member.
    - c. **Absence by all Adults:** The adult members of the household cannot be

absent for more than 60 continuous days. If the adult members must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the HAP contract will be terminated.

4. Sole Member of the Household: The sole member of the household cannot be absent for more than 60 continuous days. If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the HAP contract will be terminated unless the absence is due to medical reasons. A sole member may be absent from the unit for up to 180 continuous days for medical reasons.

If the sole member must leave the household for medical reasons, CHA will seek verification from a qualified source as to the likelihood and timing of their return. If the qualified source informs CHA that the sole member will not return, they will be considered permanently absent. The length of stay cannot exceed 180 days before CHA will consider the absence permanent. Qualified sources include licensed medical professionals, persons with a valid Power of Attorney and legal guardians. However, because of the variety of possible different circumstances in which a determination will have to be made, the CHA will make each determination on a case by case basis.

If the sole member must be absent from the unit to attend to the needs of an ailing family member, the sole member must not be absent from their unit for more than 60 continuous days to be considered temporarily absent.

#### **15.2.4 Permanent Absences**

The family must report in writing to CHA to declare a family member permanently absent from the household. CHA will accept written and other than written forms of communication to accommodate a disability.

1. Spouse and other adult members: If the spouse or other adult member leaves, and the family declares in writing that the spouse or other adult member is permanently absent, CHA will require verification of the move before it will consider them permanently absent and remove them from the lease. CHA will consider a person permanently absent if documentation of one of the following is provided:
  - a. Divorce or Legal Separation;
  - b. Lease in their name at another location;
  - c. Utility bills or other appropriate documentation in their name proving residence at another location;
  - d. Statement from other agencies such as Health and Human Services;
  - e. Protection or Restraining Order obtained by one family



- member against another;
  - f. Proof of incarceration;
  - g. At CHA discretion, a written statement from the family with a forwarding address.
2. Military (Adult Child): If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.
  3. Children: Children (age 17 and under) will be considered permanently absent as reported by the Head of Household.

### ***15.2.5 REPAYMENT AGREEMENTS***

The term *repayment agreement* refers to a formal written document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

#### **General Repayment Agreement Guidelines for Families**

##### ***Down Payment Requirement***

Before executing a repayment agreement with a family, the CHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide evidence satisfactory to the CHA that a down payment of 10 percent would impose an undue hardship, the CHA may, in its sole discretion, require a lesser percentage or waive the requirement.

##### ***Payment Thresholds***

Notice PIH 2017-12 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income. However, a family may already be paying 40 per cent or more of its monthly adjusted income in rent. Moreover, Notice PIH 2017-12 acknowledges that PHAs have the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

The CHA has established the following thresholds for repayment of debts:

- Amounts \$3,000 and above must be repaid within 36 months.
- Amounts between \$2,000 and \$2,999 must be repaid within 30 months.
- Amounts between \$1,000 and \$1,999 must be repaid within 24 months.
- Amounts under \$1,000 must be repaid within 12 months.

If a family can provide evidence satisfactory to the CHA that the threshold applicable to the family’s debt would impose an undue hardship, the CHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the CHA will consider all relevant information, including the following:

The amount owed by the family to the CHA  
The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control  
The family's current and potential income and expenses  
The family's current family share, as calculated under 24 CFR 982.515  
The family's history of meeting its financial responsibilities

### ***Execution of the Agreement***

Any repayment agreement between the CHA and a family must be signed and dated by the CHA and by the head of household and any other adults 18 or older (if applicable).

### ***Due Dates***

All payments are due by the close of business on the 15<sup>th</sup> day of the month. If the 15<sup>th</sup> does not fall on a business day, the due date is the close of business on the first business day after the 15<sup>th</sup>.

### ***Late or Missed Payments***

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the CHA, the CHA 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 CHA 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 CHA will terminate assistance.

### ***No Offer of Repayment Agreement***

The CHA generally will not enter into a repayment agreement with a family under any of the following conditions:

- The family is already under an existing repayment agreement with the CHA.
- The CHA determines that the family's debt is a result of program abuse or fraud.

### **Repayment Agreements Involving Improper Payments**

Notice PIH 2017-12 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner

- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

## **16.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE CHEYENNE HOUSING AUTHORITY**

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Cheyenne Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 36 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program, or other public assistance programs.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Cheyenne Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

## **17.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### ***17.1 OVERVIEW***

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing.” PHAs are required to include informal review procedures for applicants and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

### ***17.2 INFORMAL REVIEW FOR THE APPLICANT***

A. Informal Review for the Applicant

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements [*Federal Register* 60, no. 127 (3 July 1995): 34690].

B. Decisions Subject to Informal Review

The PHA will offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

C. Scheduling an Informal Review

A request for an informal review can be made, orally or in writing, to the PHA by the close of the business day, no later than ten (10) calendar days from the date of the PHA’s notice of denial of assistance.

Upon the Applicant's compliance with this section the Hearing Officer shall, within five (5) business days make its best efforts to convene a hearing for a time and place reasonably convenient to both the tenant and the PHA.

D. Informal Review Procedures

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

E. Informal Review Decision

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice to the family

The validity of the grounds for denial of assistance: If the grounds for denial are not specified in the regulations or policy, then the decision to deny assistance will be overturned.

The validity of the evidence: The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

### ***17.3 INFORMAL HEARINGS FOR PARTICIPANTS***

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

#### **A. Decisions Subject to Informal Hearing**

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
3. A determination of the family unit size under the PHA's subsidy standards
4. A determination to terminate assistance for a participant family because of the family's actions or failure to act
5. A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
6. A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

The PHA will offer participants the opportunity for an informal hearing as required to by the regulations listed above.

#### B. Notice to the Family

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, HAP calculation, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination within ten (10) calendar days. The PHA will make its best efforts to provide an explanation within five (5) business days of the date the request was received. If the family does not agree with the decision, they will have ten (10) calendar days to request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

#### C. Scheduling an Informal Hearing

A request for an informal hearing can be made orally or in writing to the PHA by the close of the business day, no later than ten (10) calendar days from the date of the PHA's notice to terminate assistance.

Upon the Participant's compliance with this section the Hearing Officer shall, within five (5) business days make its best efforts to convene a hearing for a time and place reasonably convenient to both the Participant and the PHA.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

#### D. Pre-Hearing Right to Discovery

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

The family will be allowed to copy any documents related to the hearing at a cost consistent with the CHA Public Records Rules. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

#### E. Participant Right to Bring Counsel



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

F. Informal Hearing Officer

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

The PHA has designated the following to serve as hearing officers:

- *Deputy Director or designee*

G. Attendance at the Informal Hearing

Hearings may be attended by a hearing officer and the following applicable persons:

- A PHA representative(s) and any witnesses for the PHA
- The participant and any witnesses for the participant
- The participant's counsel or other representative
- Any other person approved by the PHA as a reasonable accommodation for a person with a disability

H. Conduct at Hearings

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

I. Evidence [24 CFR 982.555(e)(5)]

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

**Oral evidence:** the testimony of witnesses

**Documentary evidence:** a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

**Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

**Real evidence:** A tangible item relating directly to the case.

*Hearsay Evidence* is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

J. Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family.

In rendering a decision, the hearing officer will consider the following matters:

**PHA Notice to the Family:** The hearing officer will determine if the reasons for the PHA's decision are factually stated in the Notice.

**Discovery:** The hearing officer will determine if the PHA and the family were given the opportunity to examine any relevant documents in accordance with PHA policy.

**PHA Evidence to Support the PHA Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

**Validity of Grounds for Termination of Assistance (when applicable):** The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than five (5) business days after the hearing. The report will contain the following information:

K. PHA Notice of Final Decision [24 CFR 982.555(f)]

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state, or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

The PHA will mail a "Notice of Final Decision" including the hearing officer's report to the participant and their representative.

**17.4 HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]**

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

**Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]**

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].

- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

### **USCIS Appeal Process [24 CFR 5.514(e)]**

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

#### PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

#### PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

### **Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be

made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

***Informal Hearing Officer***

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-III.C. for a listing of positions that serve as informal hearing officers.

***Evidence***

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

**PHA Policy**

The family will be allowed to copy any documents related to the hearing at a cost consistent with the CHA Public Records Rules. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

***Representation and Interpretive Services***

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties.

***Recording of the Hearing***

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

### PHA Policy

The PHA will not provide a transcript of an audio taped hearing.

### ***Hearing Decision***

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

### **Informal Hearing Procedures for Residents [24 CFR 5.514(f)]**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.

### **Retention of Documents [24 CFR 5.514(h)]**

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

## **18.0 TERMINATION OF THE LEASE AND CONTRACT**

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

### A. Termination of the lease

#### 1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Cheyenne Housing Authority after the first year of the lease. The length of the notice shall be no less than 30 calendar days.

2. By the owner.

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:

Failure by the family to accept the offer of a new lease;

- (1) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
- (2) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
- (3) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Cheyenne Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease. The Cheyenne Housing Authority requires that such mutual agreement to terminate the lease be formalized on Cheyenne Housing Authority Mutual Rescission form.

B. Termination of the Contract

1. Automatic termination of the Contract

- a. If the Cheyenne Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.



3. Termination of the HAP contract by the Cheyenne Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Cheyenne Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Cheyenne Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
  - v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **19.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Cheyenne Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

Any expenditures from the Section 8 Administrative Fee Reserve will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **20.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the Cheyenne Housing Authority against costs associated with any judgement of infringement of intellectual property rights.

## **21.0 CHEYENNE HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Cheyenne Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Cheyenne Housing Authority will do the following:

1. The Cheyenne Housing Authority will make available through the briefing process both orally and in writing the availability of Cheyenne Housing Authority owned units (notification will also include other properties owned/managed by the private sector

available to Housing Choice Voucher holders).

2. The Cheyenne Housing Authority will obtain the services of an independent entity to perform the following Cheyenne Housing Authority functions:
  - A. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Cheyenne Housing Authority.
  - B. To assist the family in negotiating the rent.
  - C. To inspect the unit for compliance with HQS.
  - D. The Cheyenne Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
  - E. The Cheyenne Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

## **22.0 QUALITY CONTROL OF SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, the Cheyenne Housing Authority 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 number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

## **24.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

1. New HAP Contracts

On and after October 1, 1999, the Cheyenne Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

2. Over-FMR Tenancy

If the Cheyenne Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

3. Voucher Tenancy

If the Cheyenne Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

4. Regular Certificate Tenancy

The Cheyenne Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Cheyenne Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Cheyenne Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Cheyenne Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

## GLOSSARY

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

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

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

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

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

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

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

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

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

**Assets:** See net family assets.

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

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

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

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

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

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not

reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

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

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

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

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

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

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

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

**Covered Families:** Families who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition of such assistance.

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

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

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

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

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

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

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

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

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

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

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

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment program), or other work activities.



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

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

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

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

**Extremely low-income families:** A very low income family whose annual income does not exceed the higher of:

1. The poverty guidelines established by the Department of Health and Human Services applicable to the size of the family (except in the case of families living in Puerto Rico or other territory or possession of the United States); or
2. Thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) and 24 CFR Part 100.

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

**Family:** The term “family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status:

- a. A single person, who may be an elderly person, displaced person near-elderly person or any other single person; or
- b. A group of persons residing together and such group includes, but is not limited to:
  - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - An elderly family;
  - A near-elderly family;

- A disabled family;
- A displaced family; and
- The remaining member of a family.

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

**Family Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.

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

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

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

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

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

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

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

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

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

**Homeless:** A person(s) who meet the definition of homeless as described in 24 CFR Part 91.5.

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

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

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

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

**Housing voucher holder:** A family that has an unexpired housing voucher.

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

**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.

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

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

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

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

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

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

**Jurisdiction:** The areas in which the housing authority has authority under State and local law to administer the program. The jurisdiction of the Cheyenne Housing Authority includes Sheridan, Laramie, Lander/Riverton, Rawlins, Cheyenne, Buffalo and Cody/Powell at this time. The jurisdiction may be expanded further, as need arises, by approval of the Board of Commissioners and other appropriate entities.

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

**Live-in aide:** A Family may include a live-in aide who::

- A. Has been determined by the PHA to be essential to the care and well-being of the elderly, handicapped or disabled family member; and
- B. Is not obligated for the support of the elderly, handicapped or disabled member, or any other member of the family; and
- C. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member.

The CHA may reject a live-in-aide at any time if all three requirements are not met and will review these requirements at least annually.

Income of a live-in-aide will not be counted for purposes of determining eligibility or rent and the live-in-aide may not be considered the remaining member of the participant family.

Relatives are not automatically excluded from being care attendants, but must meet the definition described above. Spouses or “girlfriend/boyfriend” of any member of the family will not be allowed as a live-in-aide in that family. A parent of any minor children in the family will not be allowed as a live-in-aide in that family. In these situations the person would reasonably have some obligation of support for the family and would reasonably be living in that household even if no live-in-aide was required.

Only one live-in aide will be allowed to live in the unit for each individual that requires a live-in-aide.

A live-in aide with custody of a child is not qualified as a live-in aide, since the child is not needed to attend the elderly, handicapped or disabled individual.

The presence of a live-in aide's child detracts from the previously mentioned provision (that a live-in aide would not be living in the unit except to provide supportive services to the resident) in that the live-in aide would also be needed to provide necessary care for the child.

Live-in aides cannot be the remaining member of the participant family if the person they are attending is no longer a resident of public housing.

**Local Intake Agents:** Individuals or organizations contracted by the Cheyenne Housing Authority to administer some duties on behalf of the Cheyenne Housing Authority in communities within Cheyenne Housing Authority's jurisdiction, but outside of Cheyenne and Laramie County.

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

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

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

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

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

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

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

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

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

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

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

**Net family assets:**

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

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

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

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

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

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

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

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

- a. Has a disability as defined in Section 223 of the Social Security Act and/or 42 U.S.C. 423,

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

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

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
  - (1) is expected to be of long-continued and indefinite duration,
  - (2) substantially impedes his or her ability to live independently, and
  - (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act and/or 42 U.S.C. 6001.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (2) is manifested before the person attains age 22;
- (3) is likely to continue indefinitely;
- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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

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

Individuals with handicaps, as defined in 24 CFR 8.3 for purposes of reasonable accommodation and program accessibility for persons with disabilities.

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

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

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

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



expire.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the section 8 and public housing programs that processing entity is the responsible entity.

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

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

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

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

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

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

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

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based rental assistance program, and the section 8 project-based rental assistance program, responsible entity means the public housing authority administering the program under ACC with HUD.
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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

**Shared housing:** A unit occupied by two or more families. The unit consists of both common

space for shared use by the occupants of the unit and separate private space for each assisted family.

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

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

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

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

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

**Specified welfare benefit reduction:**

A. 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 sanctions against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

“Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

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.

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

eligibility information.

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

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

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

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

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

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

**Tolling:** see suspension.

**Total tenant payment (TTP):**

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :
  - A. 30% of the family's monthly adjusted income;
  - B. 10% of the family's monthly income;
  - C. Minimum rent; or
  - D. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

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

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

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. The utility reimbursement is the amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. The CHA may elect to pay the utility reimbursement directly to the utility provider (the utility company providing the primary source of heat) on behalf of the tenant.

**Verification:**

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

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

**Victims of Domestic Violence – VAWA:** See section 6.0 Violence Against Women Act Policies.

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

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

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

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

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

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

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment
VAWA	Violence Against Women Act Policies