

Northwest Oregon Housing Authority



Administrative Plan

Approved Date: March 2, 2023
Resolution No. 2023-06

Submitted to:
Northwest Oregon Housing Authority (NOHA)
147 S. Main Avenue
Warrenton, OR 97146

Submitted by:
Quadel Consulting and Training, LLC
1200 G St. NW
Washington DC 20005

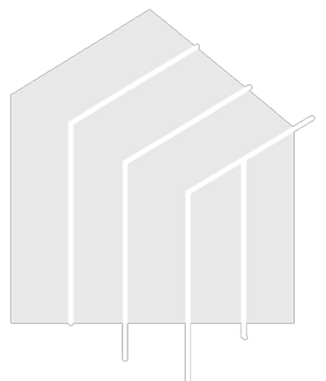


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CHAPTER 1- Program Authority and Objectives

[United States Housing Act of 1937](#)

The Northwest Oregon Housing Authority (NOHA) manages the Housing Choice Voucher (HCV) Program and other housing programs in the geographic area covering Columbia, Clatsop and Tillamook Counties. Through its assisted housing programs, eligible families are provided the opportunity to obtain decent, safe and sanitary housing.

Administration of NOHA's Housing Programs and the functions and responsibilities of NOHA staff are in compliance with NOHA's policies and procedures, the Department of Housing and Urban Development's (HUD) regulations, and all applicable Federal, State and local fair housing laws.

1.1 Applicable Regulations

- [24 CFR Part 5](#): General Program Requirements
- [24 CFR Part 8](#): Nondiscrimination
- [24 CFR Part 35](#): Lead Safe Housing
- [24 CFR Part 903](#): Public Housing Agency Plans
- [24 CFR Part 982](#): Section 8 Tenant Based Assistance
- [24 CFR Part 983](#): Project Based Vouchers
- [24 CFR Part 985](#): Section 8 Management Assessment Program
- [24 CFR Part 100](#): Discriminatory Conduct Under the Fair Housing Act

1.2 NOHA Mission

The mission of NOHA is to ensure access to safe, affordable, decent housing for eligible residents of Columbia, Clatsop and Tillamook Counties and to break the poverty cycle by providing opportunity for self-sufficiency.

1.3 Purpose of the Administrative Plan

[24 CFR.982.54](#)

The Administrative Plan (Plan) establishes policies for implementation and administration of the Housing Choice Voucher Program administered by NOHA. The Plan covers both admission to and continued participation in the Tenant Based, Project Based and RAD/PBV Housing Choice Voucher programs.

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD guidance, or other applicable law. When circumstances arise and are not addressed by provisions in this Plan, they will be reviewed on a case-by-case basis. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically stated for the applicable program will take precedence.

1.4 Approval of Plan and Use of Administrative Fee Reserves

[24 CFR 982.155](#)

NOHA reserves the right to amend and revise this Administrative Plan from time-to-time in its effort to ensure compliance with changing program regulations and PHA policies and to preserve the integrity of the Plan. Any policy changes shall be in the form of formally adopted amendments and/or full revisions.

In either case, NOHA will allow for a 30-day public comment period prior to the adoption of any significant policy amendments and/or revisions to the Plan.

Expenditures from the administrative fee reserve will be made in accordance with all applicable Federal requirements. Expenditures from the administrative fee reserve of the HCV program in excess of \$100,000 will be approved by NOHA Board.

CHAPTER 2 - General Administrative Provisions and Policies

2.1 Confidentiality and Privacy Policy

[24 CFR 5.212](#); [HUD Form 9886](#)

It is the policy of NOHA to guard the privacy of applicants and participants, and ensure the protection of records in accordance with the Privacy Act of 1974 and within the constraints of the Oregon Public Records Statutes (specifically, ORS 192.410) and other local laws. NOHA will not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law.

This privacy policy does not limit NOHA's ability to collect such information as it may need to determine eligibility, compute housing assistance, and does not prohibit NOHA from disclosing information to local law enforcement if the participant is suspected of being involved in criminal or legal activity.

All applicant and participant information will be kept in a secure location and access will be limited to authorized NOHA staff. NOHA staff will not discuss personal family information unless there is a business reason to do so or if provided an executed release of information document executed by the subject of the information.

2.2 Record Retention Policy

[24 CFR 908.101](#); [24 CFR 35 Subpart B](#)

NOHA will keep all documents related to a family's eligibility, tenancy, and termination in accordance with HUD, state and internal policies.

CHAPTER 3 - General Fair Housing Policies

3.1 Nondiscrimination Policy

Links: [Fair Housing Act \(42 U.S.C\)](#); [Section 504 of the Rehabilitation Action of 1973](#); [Joint Statement of HUD and DOJ 5/17/14](#) and [24 CFR 982.54\(d\) \(6\)](#); [982.301\(b\) \(10\)](#); [982.304](#)

NOHA will not discriminate because of race, color, sex (includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, as well as gender identity and gender expression), religion, marital or familial status, age, disability, medical condition, national origin, ancestry, source of income, and sexual orientation. Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18. NOHA provides information regarding Fair Housing and non-discrimination in housing on its website, in outreach materials, posters at its office, in the family briefing session and program packets, and owner meetings. When needed, NOHA will also assist with how to fill out and file a housing discrimination complaint.

3.2 Complying with Civil Rights Laws

It is the policy of the NOHA to comply with all federal, state and local non-discrimination laws, rules and regulations governing fair housing and equal opportunity in housing and employment now in effect and subsequently enacted, including, but not limited to:

- [Title VI of the Civil Rights Act of 1964](#), which forbids discrimination on the basis of race, color, religion, national origin or sex.
- [Title VIII of the Civil Rights Act of 1968](#) (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
- [Executive Order 11063](#) which prohibits discrimination in federally funded housing.
- [Section 504 of the Rehabilitation Action of 1973](#), which describes specific housing rights of persons with disabilities
- [Age Discrimination Act of 1975](#) which prohibits discrimination based on age in programs or activities that receive federal financial assistance
- [Title II of the Americans with Disabilities Act](#), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units)
- [Violence Against Women Reauthorization Act 2013](#) (VAWA) which provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking.
- [Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity](#), also known as the “Equal Access Rule” with clarification in PIH 2014-20.
- Any applicable State laws or local ordinances that may apply, including those pertaining to Fair Housing or any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted

NOHA’s housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status. NOHA will not inquire about the sexual orientation or gender identity of an

applicant or participant for purposes of determining eligibility or otherwise making such housing available. However, NOHA may inquire about a person's gender in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058. NOHA will not discriminate because of race, color, marital status, sexual orientation, gender identity, national or ethnic origin or ancestry, sex, religion, age, familial status, source of income, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities.

Applicants or participant families who believe that they have been subject to unlawful discrimination may notify NOHA either orally or in writing. Notifications made orally will be documented in writing by NOHA staff including: complaint description, applicant/participant name, date, and NOHA staff taking complaint. NOHA will make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action, keeping appropriate documentation of complaints, investigations, notices and corrective actions. NOHA will provide written notice of receipt of the complaint to those alleged to have violated the rule and inform the complainant that such notice was made. NOHA will attempt to remedy discrimination complaints made against NOHA through the existing informal review, informal hearing, or other reconsideration, and will notify those alleged and the complainant of its findings, corrective actions or why corrective action is not warranted. In addition to internal procedures to remedy allegations of discrimination, NOHA may provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

LOCAL FHEO FIELD OFFICE:
PORTLAND FHEO FIELD OFFICE
400 SW Sixth Avenue
Suite 700
Portland, OR 97204
(971) 222-2633
(206) 220-5304
Fax: (503) 326-2671

3.3 Owner Nondiscrimination Requirements

[Form HUD 52641](#); [PIH 2014-20](#)

NOHA requires owners to comply with all applicable laws and statutes. In agreeing to participate in NOHA's housing choice voucher programs, the owner must abide by the Housing Assistance Payments (HAP) contract which prohibits discrimination and requires that the owner:

- Not discriminate against any person because of race, color, religion, sex, national origin, sexual orientation, gender identity or expression, age, familial status, or disability in connection with the HAP contract.
- Cooperate with NOHA and HUD in conducting equal opportunity compliance reviews and investigations.

NOHA refers Fair Housing complaints to the local fair housing agency as well as to HUD on behalf of a family that claims that illegal discrimination has prevented the family from leasing a suitable unit.

3.4 Family Outreach and Affirmative Marketing

NOHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families. As part of the briefing process and on-going education, NOHA will provide information to HCV families about the opportunity to rent in a broad range of neighborhoods.

When NOHA's waiting list is open, NOHA will publicize the availability and nature of housing assistance through a wide variety of sources such as NOHA's website, local newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. Efforts will be made to notify local officials, government agencies, and agencies that specifically address the needs of individuals with disabilities.

NOHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in NOHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

3.5 Owner Outreach

[24 CFR.982.54](#)

NOHA encourages program participation by owners of units located outside areas of poverty or minority concentration. The purpose of these activities is to provide more choices and better housing opportunities to families. Outreach to property owners is conducted to develop interest in the program and to increase the number of units available in low-poverty areas. NOHA provides program information to local realtors, agents, apartment associations and any interested landlords.

3.6 Language Assistance Plan and Limited English Proficiency Policy

[Federal Register 1/22/07, 24 CFR Part 1](#)

NOHA is committed to providing meaningful access to its programs and services to all eligible persons, including those who have Limited English Proficiency because of their national origin. NOHA will take affirmative steps to communicate with people who need services or information in a language other than English. LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Policy, LEP persons are HCV program applicants and participant families.

Based on U.S. Census data and the practices of other organizations within the jurisdiction, NOHA has determined that the majority of participants speak English. Although the Census Data revealed that less than 10% of the residents in NOHA's jurisdiction speak languages other than English as a first language, NOHA has implemented a plan to ensure that the entire local population, including those with LEP, is adequately provided access to its programs and activities, without discrimination.

Language Assistance

If an individual asks for language assistance and NOHA determines that the individual is an LEP Individual and that language assistance is necessary to provide meaningful access, NOHA will make reasonable efforts to provide free language assistance. If reasonably possible NOHA will provide this language assistance in the LEP Individual's preferred language. NOHA has the discretion to determine whether

language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

Translation of Documents

NOHA will consider feasibility and cost to translate documents into other languages, as well as the availability of organizations to provide translation or interpreter services to families.

Documents intended for use by applicants and participants will be simple and clearly written to enable applicants with learning or cognitive disabilities to understand as much as possible. Sign language interpreters may be provided for hearing-impaired applicants and participants if requested as a reasonable accommodation. For applicants and participants unable to read, staff will read and explain orally any documents they would normally provide to an applicant/participant to be read or filled out. Staff will assist in completing forms and other required documents for persons unable to write.

3.7 Reasonable Accommodation Policy

[24 CFR Part 8](#)

This policy applies to applicants and participants. A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from a program or activity. Policies and practices are designed to provide assurances that all persons with disabilities are provided reasonable accommodation so that they may fully access and utilize the housing program and related services.

NOHA will encourage requests in writing using a reasonable accommodation request form. However, NOHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, NOHA will document the request in writing.

If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to fully access and utilize NOHA's housing programs and related services, NOHA will verify and evaluate the request. NOHA will approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on NOHA, or fundamentally alter the nature of NOHA's HCV operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of NOHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

The availability of specific accommodations may be made known by including notices on forms and letters, and requests may be verified so that these needs can be properly accommodated. Mailings may

be made available in an accessible format upon request, as a reasonable accommodation. Organizations that provide assistance for hearing-impaired and sight-impaired persons may be utilized.

Before making a determination whether to approve the request, NOHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that NOHA may verify the need for the requested accommodation.

If NOHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of NOHA's operations), NOHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

3.7.1 Legal Authority

This Policy is in compliance with the statutory NOHA listed below:

- [Section 504 of the Rehabilitation Act of 1973](#) (Section 504);
- [Titles II and III of the Americans with Disabilities Act of 1990](#) (ADA);
- [The Fair Housing Act of 1968](#), as amended (Fair Housing Act);
- [The Architectural Barriers Act of 1968](#); and
- [24 C.F.R. Parts 8](#)

Reasonable accommodations will not be approved if they are a violation of federal law. NOHA does not permit the use of medical marijuana as a reasonable accommodation in any of its subsidized or assisted housing programs. (HUD General Counsel Opinions on Medical Marijuana, 2/10/2011, 12/29/2014)

3.7.2 Definition of Disability

Person with disabilities is a person who:

- Has a disability, as defined in [42 U.S.C. 423](#);
- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - Has a developmental disability as defined in [42 U.S.C. 6001](#).
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- Means "individual with handicaps", as defined in § [8.3](#) of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

3.7.3 Examples of Reasonable Accommodations

- Allowing a larger unit size
- Allowing a larger utility allowance

- Allowing a live-in aide, with the owner's approval
- Allowing a service animal, with the owner's approval
- Alternative measures instead of program termination, if applicable based on the reason for termination
- Rescheduling appointments and/or hearings
- Attendance at a hearing of any other person approved by NOHA
- Permitting an outside agency or family member to assist in an interview or meeting

3.8 Live-in Aide Policy

[24 CFR 5.403](#); [24 CFR 8](#); [24 CFR 5.609\(c\)\(5\)](#); [24 CFR 966.4\(d\)\(3\)\(I\)](#)

NOHA will approve a live-in aide if needed for families with an elderly member, or as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities.

Live-in aide means a person who resides with one or more elderly persons or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons
- Is not obligated for the support of the persons, and
- Would not be living in the unit except to provide the necessary supportive services

The income of a live-in aide is not counted in the calculation of annual income for the family. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not family members, a relative who serves as a live-in aide would not be considered a remaining member of a participant family.

A family's request for a live-in aide must be made in writing and is subject to NOHA's verification. NOHA may require subsequent requests and verification at each annual reexamination.

A certification may be requested which states that the live-in aide is:

- Not obligated for the support of the person(s) needing the care, and
- Would not be living in the unit except to provide the necessary supportive services.

NOHA has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if the person:

- Does not meet NOHA's eligibility criteria
- Would cause the current unit to become overcrowded according to NOHA standards and local codes
- Falls under any category listed in this Policy in the Denials of Admission Section

3.9 Physical Impairment Policy

[24 CFR Part 8.6](#)

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication is available via TTD/TDY at 1-800-927-9275.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant or participant) to receive, interpret and explain housing materials and be present at all meetings. When visual aids are used in meetings or presentations, one-on-one assistance will be provided upon request.

3.10 Violence against Women Reauthorization Act Policy (VAWA)

Links: [Violence Against Women Reauthorization Act](#); [24 CFR 5.2005 \(b\), \(d\), \(e\)](#); [24 CFR 5.2003](#); [24 CFR 5.2009](#); [24 CFR 5.2007 \(a\)\(1\)\(v\)](#); [Federal Register / Vol. 81, No. 221; PIH 2017-08](#)

NOHA will not discriminate against an applicant or participant on the basis of the rights or privileges provided under the VAWA. This policy is gender-neutral, and its protections are available to persons who are victims of domestic violence, dating violence, sexual assault or stalking.

Neither VAWA nor this policy implementing it will preempt or supersede any provision of Federal, State or local law that provides greater protection under VAWA for victims of domestic violence, dating violence, sexual assault or stalking (VAWA-protected acts or threatened acts of violence).

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), and as incorporated into the HAP Contract and Tenancy Addendum, NOHA will not consider an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant’s control, will not be cause for denial of admission, termination of assistance, tenancy or occupancy rights if a member of the tenant’s immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, NOHA may terminate assistance to the offending household member, or an owner/manager may “bifurcate” a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. For a family with a HUD-VASH voucher, when a veteran’s family member is receiving protection as a victim of domestic violence, dating violence, sexual assault, or stalking, and the veteran is the perpetrator of such violence, NOHA will continue to assist the victim with a regular HCV voucher if available, or with the VASH voucher until an HCV voucher becomes available. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or NOHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under NOHA’s portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the

victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit.

NOHA will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse complete HUD-Form 5382, Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault. The victim will provide the name of the perpetrator on the form only if the name of the perpetrator is safe to provide and is known to the victim. In lieu of, or in addition to the form, a victim may provide to NOHA:

- a document that is signed by the applicant, participant, or tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional who assisted the victim relating to domestic violence, dating violence, sexual assault, or stalking. The professional must state, under penalty of perjury, that he or she believes that the abuse meets the requirements under VAWA;
- a Federal, State, tribal, territorial, or local police or court record;
- a record of an administration agency; or
- a statement or other evidence provided by the applicant, participant, or tenant at the discretion of NOHA or the landlord.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault or other approved document within 14 business days of receiving the written request for the certification from NOHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by NOHA, none of the protections afforded to victims of domestic violence, dating violence, stalking or sexual assault (collectively “domestic violence”) will apply. NOHA, at its discretion, may extend the 14-day deadline.

All information provided by the victim to an NOHA employee relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

- Requested or consented by the individual in writing;
- Required for use in an eviction proceeding or termination of assistance; or,
- Otherwise required by applicable law.

NOHA will cooperate with organizations and entities that provide shelter or services to victims of domestic violence, dating violence, sexual assault, or stalking. This Policy does not create any legal obligation requiring NOHA to maintain a relationship with a particular shelter or service provider to victims or to make a referral in any particular case.

3.10.1 Bifurcating the Lease -VAWA

NOHA will allow the owner to bifurcate a family’s lease and terminate the tenancy of a family member if NOHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members. In making its decision, NOHA will consider all credible

evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to NOHA by the victim.

In the event that NOHA bifurcates a lease under VAWA, any remaining tenants who had not already established eligibility for assistance will be provided no less than 90 calendar days from the date of bifurcation of the lease or until expiration of the lease to establish eligibility for a voucher, or find alternative housing.

NOHA may, on a case-by-case basis, choose not to allow bifurcating the lease. If necessary, NOHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, NOHA may offer the remaining family members a voucher to move if the owner agrees to a mutual rescission of the lease; or it may refer them to a victim service provider or other agency with shelter facilities.

CHAPTER 4- Applying to the Program and Waiting List

[24 CFR 982.201 to 207](#)

4.1 Opening and Closing the Waiting List

[24 CFR 982.206](#)

NOHA is responsible for establishing an application and selection process that treats applicants fairly and consistently and provides an effective method for determining eligibility. NOHA may choose to open or close the wait list based on: the number of applications on file, the number of anticipated available vouchers, and the estimated waiting period for housing assistance. For targeted outreach efforts, if it has been determined that there is a specific need for applicants for a specific program, or unit size/type the waiting list may be opened only for applicants to that program or unit size/type. Pre-applications for any special program will only be accepted from those applicants that meet the criteria for the specific targeted population.

NOHA will announce the reopening of the waiting list prior to the date pre-applications will first be accepted. If the list is only being reopened for a specified time-period or to certain categories of families, this information will be contained in the notice. NOHA will advertise through a wide variety of sources such as NOHA's website, local newspaper, minority media, and other suitable means. An effort will also be made to notify elected officials, government agencies and other agencies that specifically address the needs of individuals with disabilities.

4.2 Application Process

No one will be denied the right to request or submit an application when the HCV waiting list is open. However, depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, NOHA may only accept applications from any family claiming preference(s). When the HCV waiting list is open, NOHA will offer all applicants the opportunity to apply to other NOHA waiting lists, if open. NOHA does not charge any fee for any part of the HCV pre-application or application process.

Accommodations will be made for interested, disabled applicants. In the event that on-line applications are utilized and an applicant needs assistance completing or submitting the on-line application, assistance may be provided over the phone or via other means as identified by NOHA.

Only those pre-applications received by the due date and containing all required information will be accepted as eligible pre-applications. Electronic submission verification, a postmark, NOHA date/time stamp, or other appropriate methods will be used to determine the pre-application is received during the time-period specified by NOHA. The date the pre-application is received is the date it is postmarked, date stamped or submitted on-line or electronically.

An applicant is deemed preliminarily ineligible and not placed on NOHA waiting list if:

- Currently housed in the same program and listed as the head of household of household.
- The application is incomplete or missing required information.

4.3 Maintaining the Waiting List

NOHA will not merge the housing choice voucher waiting list with the waiting list for any other program NOHA operates. NOHA will maintain separate waiting lists for its HCV, Moderate Rehabilitation, Project-Based Voucher programs. Interested persons can apply to any or all lists. Eligibility will be determined when the person is selected from the waitlist.

The waiting list will contain at least the following information for each applicant listed:

- Applicant Name
- Number of family members, appropriate bedroom size
- Racial / Ethnicity information for the head of household
- Age of household members
- Local preference qualification if applicable
- Date and time of application

4.4 Updating the Waiting List

24 CFR 982.204(2)

The waiting list will be updated as needed to ensure that all applicant information is current. Failure to respond to NOHA notices will result in the applicant being removed from the waiting list without further notice. The family's response must be in writing and may be delivered in person, by mail, fax, email or other electronic means approved by NOHA. Responses should be postmarked or received by NOHA not later than the date specified by NOHA. If the applicant fails to respond within time prescribed, the applicant will be removed from the waiting list without further notice. If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

When an applicant is removed from the waiting list during the update process for failure to respond, no informal review will be offered. Such failures to act on the part of the applicant prevent NOHA from making an eligibility determination; therefore, no informal review is required.

If the family is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless verification of the following is received within 30 calendar days from the response due date:

- The applicant provides evidence that a change of address was submitted to NOHA prior to the notice being issued by NOHA;
- During the time of any waiting list update or, at the time of notification for eligibility determination, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;
- The applicant is a person with a disability who requires an alternative form of communication other than one normally used by NOHA, and the applicant informed NOHA, in advance, of the proper means of communication, as required by regulations.

If the family provides verification as listed above, they can be reinstated onto the waitlist to their original date and time position.

At the time NOHA conducts an opening of the waiting list to establish a new waiting list, no further requests for re-instatement will be accepted or considered from applicants claiming to have been on

any prior waiting list. When NOHA decides to update its waiting lists, it will notify the applicants on the waiting list requesting updated information. The intent of the notification is also to determine whether the applicant is still interested in the housing program.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the update notification will be considered as a reasonable accommodation if requested by a person with a disability. If the applicant did not respond to a NOHA request for information or updates because of the family member's disability, NOHA will reinstate the applicant family to their former position on the waiting list.

4.5 Change in Circumstances

Applicants are required to notify NOHA in writing when their circumstances change.

Change to the Family Composition

Changes to the family composition after an application has been submitted include addition of family members born to, adopted or otherwise granted custody to the family by the operation of the law, which may include foster children, live-in aides and spouses, provided the additional family member(s) meet all applicable waiting list requirements and remain eligible for the waiting list.

At eligibility determination, NOHA will require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship are the primary means of verification but are not the only mechanism for establishing that a head of household has authorization to include a minor in the family composition.

Changes to the family composition may also be allowed for families in which one or more children less than eighteen years of age live with the designee of the parent or legal custodian, with the parent or custodians' written consent. Documentation can include but is not limited to court documents, guardianship, school records, other state and federal public assistance documentation, or durable powers of attorney.

All other additions to the family will be considered only on a case-by-case basis and must be documented at the time such changes occur. These additions may include immediate family members (sons, daughters, siblings, parents, grandparents, grandchildren) and may be made for humanitarian or extraordinary reasons.

4.7 Waiting List Placement

Only applicants who submit complete and legible pre-applications while the list is open will be placed on the list for selection. Applicants who did not submit complete pre-applications or submitted the pre-application after the closing deadline will not be placed on the list for selection. Applicants submitting a complete pre-application will receive notification that they have been placed on the waiting list. NOHA may enhance addresses provided by applicants and/or in its system of record to standardize and/or make minor corrections to the address so that it is compliant with USPS regulations for mail delivery.

Families will be selected from the waiting list based upon date and time they were placed on the waiting list with consideration provided for eligible preference/s when applicable. Selections shall

be made such that all applicants who applied on a specific date may be selected at the same time provided there is sufficient funding/unit availability. When a family is selected from the waiting list, the family will be required to submit a full application and documentation to determine eligibility prior to housing assistance becoming available.

4.8 Targeted Assistance

24 CFR 982.203; [982.203 \(2\)\(b\)\(1-5\)](#)

NOHA will admit a family that is not on the waiting list, or without considering the family's waiting list position or preferences in certain circumstances. This may occur when HUD has awarded funding to NOHA for a targeted group of households living in specified units or when a targeted funding is allocated. Targeted funding programs NOHA may administer include Non-elderly disabled (NED), Veterans Affairs Supportive Housing (VASH), Family Unification Program (FUP), Emergency Housing Voucher, and others, such as:

- Families displaced because of demolition or disposition of a public or Indian housing development;
- Families residing in a multifamily rental housing development when HUD sells, forecloses or demolishes the development;
- Housing covered by the Low Income Preservation and Resident Homeownership Act of 1990;
- Non-purchasing families residing in a development subject to a homeownership program;
- Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;
- Families residing in a development covered by a project-based Housing Choice Voucher HAP contract at or near the end of the HAP contract term;
- Non-purchasing families residing in a HOPE 1 or HOPE 2 development;
- Families in a witness protection program.

NOHA is committed to follow all applicable program rules and regulations as established by HUD and other applicable federal statutes in the administration and implementation of these programs.

4.8.2 Non-elderly Disabled (NED)

The NED Program provides Housing Choice Voucher (HCV) rental assistance for households that include one or more nonelderly persons with disabilities. The NED program is operated the same as the Housing Choice Voucher program, except NED vouchers shall be targeted to nonelderly persons with disabilities.

The head of household, spouse or co-head is non-elderly (under age 62) and disabled may receive a NED voucher. Families with only a minor child with a disability are not eligible. Applicants will be selected from the NOHA's HCV waiting list.

4.8.2 Family Unification Program (FUP)

The Family Unification Program provides Housing Choice Voucher (HCV) rental assistance to provide housing to (1) families for whom the lack of adequate housing is a primary factor in either the imminent placement of the family's child or children in out-of-home care or the delay in the discharge of the child or children to the family from out-of-home care and (2) youth at least 18 years old and not more than 24 years old who left foster care at age 16 or older or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; and are homeless; or are

at risk of homelessness. The FUP program is operated the same as the Housing Choice Voucher program, except FUP vouchers shall be used to keep child welfare involved families safely together, prevent and reduce homelessness and provide safe, stable housing for families and youth.

NOHA may give preference in admission to FUP eligible youth and families who are referred to NOHA by designated Public Child Welfare agencies.

4.8.4 Veteran Affairs Supportive Housing (VASH)

[FR-2012-03-23](#)

The Veterans Affairs Supportive Housing (VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating veterans at the VA medical center (VAMC).

Program Guidelines

Veterans who are receiving case management from the VA are referred to NOHA by the VAMC.

The VASH program is operated the same as the Housing Choice Voucher program except that:

1. The criminal background screening requirements for VASH per HUD guidance will be applied.
2. To remain eligible, the veteran must be receiving case management from the VA or have been determined by the VA to no longer need case management services.
3. VASH vouchers may only port to another jurisdiction where they will still receive case management.
4. Upon completion of case management, the veteran may transfer to a Housing Choice Voucher, if available, without being on the waiting list.

4.8.5 Emergency Housing Vouchers

Link: [PIH 2021-15](#)

Northwest Oregon Housing Authority administers an Emergency Housing Voucher (EHVs) program as part of a national response to prevent, prepare, and respond to the coronavirus pandemic to facilitate the leasing of the emergency vouchers. The Emergency Housing Voucher Program is a tenant-based program that provides HCV rental assistance to individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

PROGRAM GUIDELINES

Continuum of Care (CoC) agencies, Community Action Partnership of Oregon, and its affiliated Community Action Agencies, Community Action Team (Columbia County), Clatsop Community Action (Clatsop County) and Community Action Resource Enterprises (Tillamook County), and other service providers (hereby referenced as the CoC), are partnering agencies for the EHV program.

Except as addressed in this Section and all applicable program rules and regulations as established by HUD and other applicable federal statutes, the general requirements of the HCV program apply to EHV.

EHV Waiting List

NOHA will maintain a separate waiting list for the EHV program ordered by the date and time complete referrals are received. NOHA will work directly with the CoC and other referral agency partners to manage the number of referrals and the size of the EHV waiting list. NOHA will not merge the EHV waiting list with the waiting list for any other program it operates, and the EHV waiting list is not subject to regular opening/closing provisions.

The EHV waiting list will be based on direct referrals from the CoC or requests through the NOHA's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking in accordance with NOHA policies and not applications from the general public. For the EHV, eligible individuals and families must be referred to NOHA through the CoC Coordinated Entry System and/or other partnering service providers. If the CoC does not have a sufficient number of eligible families to refer to NOHA, NOHA may accept referrals from service providers outside the CoC Coordinated Entry System or may take applicants from its regular waiting list in accordance with EHV requirements.

Denial of Assistance to EHV Applicants

The initial eligibility and screening requirements, as outlined in NOHA policies, do not apply to applicants for admission to the EHV program. As an alternative requirement, NOHA may deny admission to any EHV applicant household:

1. Who does not meet eligibility requirements, including failure to disclose and document valid social security number information for all household members.
2. Who fails to sign and submit consent forms for obtaining information.
3. If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
4. If any household member is subject to a lifetime registration requirement under a State sex offender registration program

When adding a household member after the family has been placed under a HAP contract with EHV assistance, the regulations at 24 CFR 982.551(h)(2) and NOHA policies will apply.

Eligibility Verifications

Income Verification

The requirement to obtain third-party verification of income in accordance with NOHA policies does not apply to applicants at initial eligibility for the EHV program. As an alternative requirement, NOHA may accept self-certification as the highest form of income verification at admission to the EHV program. EHV applicants may submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Social Security Number and Citizenship Status

The requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status in accordance with NOHA policies does not apply to applicants for admission to the EHV program. As an alternative requirement, before admitting an applicant household to the EHV program, NOHA may accept self-certification of SSN and eligible citizenship status and provide additional time for the family to obtain the necessary documentation.

The family must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless an extension is granted based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

Legal Identity and Disabled Status

The requirement to obtain and verify legal identity documentation in accordance with NOHA policies in does not apply to applicants for admission to the EHV program. As an alternative requirement, NOHA may accept self-certification of date of birth and disability status, if a higher level of verification is not immediately available. If self-certification is used, the family must provide a higher level of verification within 90 days of admission if NOHA is unable to verify the information in HUD's EIV system.

NOHA will take steps to terminate a family from the program in accordance with NOHA policies when:

- The family does not comply with NOHA's requests for required documentation, including any extensions
- It is determined that an ineligible family received assistance.

Income Targeting

The income targeting requirements at 24 CFR 982.201 and NOHA policies do not apply for EHV families.

Initial Income Determinations and Verifications at Admission

NOHA may accept income calculations and verifications from third-party providers or from an examination that was conducted on behalf of the family for another subsidized housing program, in lieu of conducting an initial examination of income, as long as the income was (1) calculated in accordance with rules outlined in the regulations at CFR Part 5 and within the last six months and (2) the family certifies there has been no change in income or family composition in the interim.

At the time of the family's annual reexamination, NOHA will conduct the annual reexamination of income in accordance with the regulations at 24 CFR 982.516 and NOHA policies.

Housing Search and Leasing

HQS Inspections

EHV units must pass HQS inspection in accordance with NOHA policies. NOHA may pre-inspect available units that EHV families may be interested in leasing. If an EHV family selects a pre-inspected unit that passed a HQS inspection within 45 days of the date of the Request for Tenancy Approval, the unit may

be approved, as long as it meets all other conditions in accordance with the regulations at 24 CFR 982.305.

Initial Voucher Term

All EHV families will have an initial voucher term of 120 calendar days. NOHA may grant an extension of the voucher term and the maximum time limit on the voucher search for an additional 60 days to allow families time to search for a suitable unit. An additional 30 days will be added to the initial voucher term for a family exercising portability. Voucher extensions and suspension will be conducted in accordance with NOHA policies.

Initial Lease Term

The initial lease term must be for at least one year; however, a shorter initial lease term may be approved if the shorter term would improve housing opportunities for EHV families.

Portability

The HCV portability procedures and requirements, outlined in the regulations at CFR 982.556 and NOHA policies, generally apply to EHV families, with the following exception.

Portability for Nonresident Applicants

EHV applicant families may be allowed to move immediately under portability even if the family did not have legal residency in NOHA's jurisdiction when they applied for the EHV program.

Payment Standards

NOHA will establish a separate standard amount for EHV families at 120 percent of the published Fair Market Rent for that unit size. If the payment standard amount is increased during the term of the HAP contract, the increased payment standard amount will be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the next reexamination (annual, interim or move) on or after the effective date of the increase in the payment standard amount.

Funding and Eligible Uses

NOHA will administer EHV funding and expenses in accordance with Notice PIH 2021-15 and/or subsequent HUD guidance.

EHV Services Fees will be used to provide services that best address the leasing challenges faced by EHV eligible individuals and families and to assist them to successfully lease units with the EHV.

In accordance with the eligible uses for the Service Fees and local needs, NOHA may make available the following service activities to eligible EHV individuals and families.

- a. **Housing Search Assistance** during the initial housing search.
- b. **Housing Navigation & Readiness Support** to help address or mitigate barriers that may be encountered when renting a unit with an EHV.
- c. **Security Deposit, Utility Deposit/Arrears, Rental Application, and Holding Fee assistance** to help cover security deposits, utility deposits/arrears, application and application-related expenses required to lease a unit.

- d. **Owner Incentive and Retention Payment** to owners that agree to initially lease their unit and/or renew the lease of an EHV individual or family.
- e. **Moving Assistance** to cover some or all of the reasonable moving expenses when the EHV individual or family initially lease a unit.
- f. **Essential household items** to cover some or all of the costs of acquiring essential household items.

NOHA will also use the Service Fees to conduct owner recruitment and outreach specifically for EHV.

4.9 Continuously Assisted Families

[24 CFR 982.4; 982.203](#)

NOHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by NOHA. As noted in this Plan, families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 project-based assistance) are considered continually assisted. All such families are treated in the regulations as “special (non-waiting list) admissions”.

When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

4.10 Relocation of Witnesses and Victims of Crime

<http://portal.hud.gov/hudportal/HUD?src=/programdescription/witness>

NOHA will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. NOHA will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

4.11 Selection from the Waiting List Notification

NOHA will notify the family when it is selected from the waiting list. The notice will inform the family of the information and documents that must be provided, and the steps to complete eligibility determination.

If a notification letter is returned to NOHA with no forwarding address, or outside of the specified time, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents NOHA from making an eligibility determination; therefore, no informal review will be offered.

Chapter 5-Initial and Continuing Eligibility

[24 CFR 982.4](#); [982.203](#)

5.1 Qualifications for Admission

NOHA will admit only applicants who are qualified according to all the following criteria:

- Are a family as defined by HUD and NOHA.
- Qualify on the basis of citizenship or the eligible immigrant status of family members. Link [24 CFR Part 5, Subpart E](#)
- Provide documentation of Social Security numbers for all household members, or certify that they do not have Social Security numbers. [24 CFR Part 5, Subpart B](#)
- Have income at or below HUD-specified income limits. [24 CFR Part 5, Subpart F](#)
- Consent to NOHA's collection and use of family information as provided for in NOHA consent forms.

5.1.1 Income Eligibility

Links: [24 CFR 982.201\(b\)](#); [982.4](#); [248.101](#) & [173](#)

For admission to the Housing Choice Voucher Program, a family must be income eligible in the area where the family initially leases a unit with housing assistance. A family porting into NOHA must be eligible in the corresponding county to which they are moving. A family porting out of NOHA must be income eligible in the area where the family leases an assisted unit.

To determine if the family is income eligible, NOHA will compare the annual income of the family to the HUD published NOHA income limit for the family's size.

5.1.2 Social Security Number Disclosure

[24 CFR 5.216](#), [5.218](#); [Notice PIH 2018-24](#)

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. (These requirements do not apply to noncitizens who do not contend eligible immigration status).

If NOHA determines that the applicant is otherwise eligible to participate in a program, the applicant may retain its place on the waiting list for the program for up to 90 days but cannot become a participant until it can provide the documentation to verify the SSN of each member of the household.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation required is provided to NOHA within 90 calendar days from the date of admission into the program.

NOHA will grant an extension of one additional 90-day period if NOHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required within the required time period, NOHA must follow the provisions of [§ 5.218](#).

5.1.3 Citizenship Requirements

[24 CFR Part 5, Subpart E](#)

NOHA will verify the citizenship/immigration status of applicants at the time other eligibility factors are determined. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. Each family member must declare whether the individual is a citizen, national or an eligible noncitizen. Family members who declare citizenship or national status will not be required to provide additional documentation supporting the individual's declaration of citizenship and national status unless NOHA receives information indicating that an individual's declaration may not be accurate, such as a birth certificate.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families: A mixed family is one in which at least one member is a citizen or has eligible immigration status, but other members do not have eligible immigration status (or elect not to state that they have eligibility status). Mixed families are eligible for assistance on a pro-rata basis.

Mixed family applicants will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No Eligible Members: Applicants that include no eligible members or non-citizen students defined by HUD in the non-citizen regulations are not eligible for assistance. These families will be denied admission and offered an opportunity for a hearing.

All eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age. Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original USCIS documentation. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of household.

5.2 Family Definition

[24 CFR 5.403](#)

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
 - Child (minor) relationship is determined by: birth, adoption, a court order establishing custody, or a legal order from the social service agency, (i.e. Child Protective Services, DES, etc.); NOHA may exercise discretion as to the relationship on a case by case basis.
- An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.

- A disabled family, which means a family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides.
- A displaced family, which is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.
- A remaining member of a tenant family is a family member of an assisted tenant family who remains in the unit when other members of the family have left the unit. At least one member of the family must be an eligible adult 18 years of age or older who will assume head of household status within the household or who is the court appointed guardian of any member(s) of the remaining household. If dependents are the only remaining members of a participant family and there is no family member able to assume the responsibilities of the head of household; see Section 10, Changes in Family Composition, Absence of Adult(s) members of Head of Household.
- A single person, who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

A family may have a spouse or co-head but not both. The co-head is an individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

A family does not include:

- A housekeeper or live-in aide
- Foster children and/or foster adults

Each family must identify the individuals to be included in the family at the time of application, and must notify NOHA if the family's composition changes within 14 calendar days.

5.2.1 Head of Household

The family may designate any qualified adult family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

5.2.2 Joint Custody

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family more than 50 percent of the time.

When more than one applicant or participant (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim the dependent(s), NOHA will make the determination based on court orders and social service agency orders showing which family has custody

5.2.3 Family Break Up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a participant family breaks up into two otherwise eligible families, only one of the new families will retain the voucher.

If a court determines the disposition of property between members of an applicant or participant family as part of a divorce or separation decree, NOHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, NOHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, NOHA will take into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with this Administrative Plan
- Any possible risks to family members as a result of criminal activity
- The recommendations of social service professionals

5.2.4 Remaining Family Member

A remaining family member is defined by HUD and previously approved by NOHA to live-in the unit as a household member. Live-in aides, foster children and foster adults do not qualify as remaining family members.

If the head of household dies or leaves the unit for any reason other than NOHA termination of assistance, continued housing assistance by remaining household members is permitted if:

- The household reports the departure (or death) of the head of household in writing within 30 calendar days of the occurrence.
- A replacement head of household is identified and reported to NOHA in writing within 30 calendar days of the occurrence.
- An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet NOHA's eligibility criteria.
- The head of household agrees to a written repayment agreement for any rent or charges incurred by the former head of household.
- Those under 18 seeking to become the head of household must provide proof of emancipation.
- An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet NOHA's eligibility criteria.

NOHA may deny housing assistance if an action to terminate the former head of household's housing assistance began prior to the former head of household's departure from the unit.

5.3 Student Head of Household

No assistance will be provided under section 8 of the 1937 Act to any individual who:

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the [Higher Education Act of 1965 \(20 U.S.C. 1002\)](#);
- 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 of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

5.4 Guests/Visitors

Guests/Visitors are permitted based on the terms in the owner's lease; the owner has provided approval for the guest/visitor; and the guest/visitor is not an unauthorized person living in the unit.

A guest can remain in the assisted unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period or NOHA will consider the person(s) unauthorized persons in the unit. A family may request an exception to this policy for valid reasons (e.g. care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

The family must notify NOHA in writing of the children(s) names and timeframes the child(ren) will be in the household if the participant has children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the unit more than 50 percent of the time.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and NOHA will terminate assistance since prior approval was not requested for the addition.

5.5 Eligibility Process

Families selected from the waiting list are required to complete NOHA's eligibility determination process which may include one or more interviews/appointments. The family will be sent notice to their last known address indicating any required appointments, and what documents must be presented to

complete the process. All requested and required information must be complete in order for eligibility to be determined.

The family must provide the information necessary to establish the family's eligibility, including criminal background record, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If the documents are not returned complete within the time specified, NOHA will determine that the applicant is no longer interested in housing assistance and will be removed from the waiting list. Extensions to the timeframe may be allowed based on documented and verified extenuating circumstances (illness, hospitalization, etc.) and reasonable accommodations.

If the required documents and information are not provided within the required time frame (plus any extensions) the family will be sent a notice of denial. An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

5.5.1 Verification, Documentation and Appointments

Families will be provided up to two opportunities to comply with NOHA requests for information or attendance at appointments. Appointments may only be re-scheduled one time. Failure to provide information or attend appointments will result in NOHA denying assistance based on the family's failure to supply information needed to determine eligibility. NOHA may consider documented and verified extenuating circumstances (illness, hospitalization, etc.), or reasonable accommodation requests.

5.5.2 Eligibility Notification

NOHA will notify a family in writing of their eligibility. If NOHA determines that the family is ineligible, NOHA will send written notification of the ineligibility determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review.

5.6 Criminal Background Policy

[24 CFR 5.903;24 CFR 5.905\(d\)](#); HUD PIH Notice 2015-10 and [HUD PIH Notice 2015-19](#)

NOHA will conduct a criminal background check on all adult household members, 18 years of age or older, at new admission and when a new adult is added to the household; criminal background checks may also be ran during recertifications for continued participation or as a component of an investigation regarding violations of participant responsibilities. NOHA may provide information to Law Enforcement officials; obtain law enforcement reports and other records regarding drug related or other criminal activity which may be in violation of HCV participant responsibilities.

NOHA will prohibit admission to any applicant household member (1) who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing or (2) who is subject to a lifetime registration requirement under a State sex-offender registration program which includes minors 13 to 17 years of age.

NOHA will also deny admission and may terminate assistance under the following circumstances:

1. Any household member has been convicted of drug-related or violent criminal activity, within the past five (5) years.
2. Any household member has been convicted of non-violent criminal activities, within the past five (5) years that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. NOHA has reasonable cause to believe that the household member's pattern of criminal activity may threaten the health or safety of the owner, property management staff or NOHA employees or their contractors and agents.
3. NOHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons.
4. If any household member is subject to an Oregon State 10 year or 20 year sex offender registration program.

In the event that an applicant has been admitted into the program and NOHA discovers after his or her admission that one or more of the offenses were committed by the applicant or other household member prior to admission into the program, NOHA shall make a determination as to whether to recommend termination from the program. If the offense occurred before the applicant family completed a family declaration or disclosure and the family did not disclose the offense, the authority will deny assistance absent other compelling information.

If the application is denied due to criminal history, NOHA may consider verifiable mitigating circumstances. Mitigating circumstances are facts relating to the applicants criminal history, that, when verified indicate:

- a. The reason for the unsuitable criminal history or behavior;
- b. That the reason is no longer in effect or is under control;
- c. Assertion that mitigating circumstances are directly related to a disability and a request for a reasonable accommodation is justified.

NOHA, in its decision to deny assistance, may consider the seriousness of the case, and the effect of denial of assistance on other family members who were not involved in the action. NOHA may admit such a family to the program, and may impose as a condition of assistance, the requirement that family members who participated in or were culpable for the action will not reside in the assisted unit.

NOHA will deny assistance if an applicant has committed an offense, as detailed above, with a disposition of the charge as guilty, guilty/convicted, no longer contender, convicted, fined, adjudicated or adjudication withheld. If the offense is dropped or the charge disposed of as not guilty, acquitted, dismissed, the family shall not be denied assistance. NOHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, five years prior to admission.

Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant or termination of assistance. If NOHA uses a criminal record

report as the basis to deny or terminate assistance, NOHA will provide the applicant/tenant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record. Consistent with HUD's regulations concerning the limitations on disclosure of records, NOHA will ensure that any criminal record received by NOHA is:

- a. Maintained confidentially;
- b. Not misused or improperly disseminated; and
- c. Destroyed once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action.

NOHA provides limited screening of applicants to include HUD's EIV programs, a criminal background check and records relevant to previous assistance by NOHA. NOHA does not screen for suitability for tenancy and or family behavior. Owners are responsible for screening and selection of the family to occupy the owners unit.

5.6.1 Drug Abuse Treatment Information

NOHA may obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when NOHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. NOHA will require the proposed family member sign a consent form for the drug abuse treatment facility to release information.

5.7 Duplicative Assistance

[24 CFR 982.352\(c\)](#)

A family may not receive HCV assistance while receiving housing assistance of any of the following assistance types, for the same unit or for a different unit:

- Public or Indian housing assistance
- Other Section 8 assistance (including other participant-based assistance)
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974)
- Section 101 rent supplements
- Section 236 rental assistance payments
- Participant-based assistance under the HOME Program
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration)
- Any local or State rent subsidy
- Section 202 supportive housing for the elderly
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance)
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

5.8 Absences from the Unit

[24 CFR 982.312](#)

5.8.1 Absent Family Member

NOHA will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. It is the responsibility of the head of household to report changes in family composition and absences of family members.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Generally, an individual who is or is expected to be absent from the assisted unit for 90 days or less in a 12-month period of time is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 90 days in a 12-month period is considered permanently absent and no longer a family member.

The family must request NOHA approval for the return of any adult family members that NOHA has determined to be permanently absent. The individual is subject to the eligibility requirements stated in this Administrative Plan.

5.8.2 Absence of Entire Family

Notice is required when all family members will be absent from the unit for 30 or more consecutive days. Families are required to give NOHA 30 days' notice before moving out of a unit and notify the owner in accordance with the lease. In order to determine if the family is absent from the unit, NOHA may:

- Conduct a special inspection
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors/landlord
- Verify if utilities are in service
- Send correspondence to the family at the unit or check with USPS for forwarding address
- Contact the emergency contact or other authorized persons

The family must supply any information or certification requested by NOHA to verify that the family is living in the unit or relating to family absence from the unit. If a family is absent from the unit for more than 180 consecutive days, NOHA will terminate assistance.

5.8.3 Absent Student

When minors and college students who have been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to NOHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

5.8.4 Absences Due to Placement in Foster Care

If a child has been placed in foster care, NOHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. When the agency confirms that the child has been permanently removed from the home or has been absent more than 12 months without an anticipated return date or documented plan for return, the child will be considered permanently absent.

If the child(ren) are removed from the home permanently, the unit size will be reduced in accordance with NOHA's occupancy guidelines.

5.8.5 Caretaker for a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, NOHA will take the following actions:

- If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 consecutive days. After the 90 consecutive days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases NOHA will extend the caretaker's status as an eligible visitor.
- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify for any deductions from income.
- If the caretaker is considered a family member, the caretaker must submit an eligibility application, pass all eligibility criteria, and his/her income will be counted as part of the household. Once eligibility is passed, the lease will be transferred to the caretaker as head of household.

5.8.6 Absent Head or Spouse Due to Employment

If an employed head, spouse, or co-head is absent from the unit more than 180 consecutive days due to employment, she/he will continue to be considered a family member.

5.8.7 Individuals Absent (Confined) for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis (gone more than 90 consecutive days and up to 180 days after approval of the Program Manager or authorized designee) is considered permanently absent. NOHA will request verification from a responsible medical professional as needed to determine temporary or permanent absence.

5.8.8 Individuals Absent Due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days (furloughs included), he/she will be considered permanently absent. Any member of the household will be considered permanently absent if he/she is incarcerated permanently or incarcerated for 60 days in a twelve-month period. If the reason for incarceration violates NOHA policy, NOHA will terminate assistance.

5.10 Changes In Eligibility Prior To Issuance Of Voucher Or Effective Date of the HAP Contract

Families will be notified should their program eligibility status change such that the family is no longer eligible to receive a voucher or participate in the program. Notice will include the reason for the change and their right to an informal review.

CHAPTER 6: Tenant Rent and Housing Assistance Payment Calculation

6.1 Definition of Income

[24 CR 5.609\(b\)](#)

Annual income, as defined by HUD, is the total household income from all sources, including net income derived from assets, for the 12 month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring or sporadic, or is specifically excluded from income by other federal statute.

6.1.1 Alimony and Child Support

NOHA will count court-awarded amounts for alimony and child support as income unless verification is provided that:

- The payments are not being made or are less than awarded, and
- The family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

NOHA will not include child support income if no payments have been received within the most recent ninety (90) days. It is the family's responsibility to supply documentation of income that is not being received. Income will be projected by averaging the amount of support received one-year preceding admission or reexamination, if available.

6.1.2 Sporadic income

Sporadic income is income that is not received regularly and cannot be reliably predicted.

6.1.3 Regular Contributions and Gifts

Examples of regular contributions include:

- Regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments)
- Cash or other liquid assets provided to any family member on a regular basis
- "In-kind" contributions such as groceries and clothing provided to a family on a regular basis
- Any contribution of gift received every 3 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year

Non-monetary contributions will be valued at the cost of purchasing the items, as determined by NOHA. For contributions that may vary from month to month (e.g., utility payments), NOHA will include an average amount based upon past history. Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment is not considered student financial assistance and is included in annual income.

6.2 Earned Income Disallowance (EID) Policy

[24 CFR 5.617](#); [PIH Notice 2016-05](#)

This disallowance applies only to disabled family members already participating in the housing choice voucher program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program.
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months.

The baseline income is the annual income immediately prior to the implementation of the disallowance for a person who is a member of a qualified family. The family member's baseline (qualifying) income remains constant throughout the period that he/she is receiving the EID. The disallowance of increased income of an individual family member is limited to a lifetime 24-month period.

6.3 Business Income

Link: [24 CFR 5.609\(b\)\(2\)](#)

NOHA will use the net income from the operation of a business or profession. If a business is co-owned with someone outside the family, the family must document the share of the business it owns. IRS and other financial documents from the preceding year, and if necessary from prior years, may be used to determine the business income for the next twelve (12) months.

6.4 Assets

[24 CFR 5.609\(b\) and \(c\)](#)

An asset is an item of value that can be converted into cash, and may or may not earn income. Annual income includes income amounts derived from assets to which the family has access. Assets include, but are not limited to checking and savings accounts, investment accounts, equity in real property, personal property held as an investment, whole life insurance policies, and assets disposed of for less than fair market value. NOHA generally uses current circumstances to determine income from assets or document why other than current circumstances are used to anticipate income from assets.

If the Household has net assets in excess of \$5,000, annual income will include the greater of the actual income derived from all assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

6.4.1 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, NOHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, NOHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, or other legally binding documentation, NOHA will prorate the asset evenly among all owners.

6.4.2 Disposed Assets

NOHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$5,000. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

All assets disposed of as part of a separation or divorce settlement will not be counted as assets if the household received consideration not measurable in monetary terms. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

6.4.3 Checking and Savings Accounts

In determining the value of a checking and savings account, NOHA will use the current balance. In determining the anticipated income from an interest-bearing checking or savings account, NOHA will multiply the value of the account by the current rate of interest paid on the account.

6.4.4 Investments

In determining the market value of an investment account, NOHA will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

- For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).
- When the anticipated rate of return is not known (e.g., stocks), NOHA will calculate asset income based on the earnings for the most recent reporting period.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless NOHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

6.4.5 Real Property, Personal Property, Other Capital Investments

In determining the value of personal property held as an investment, NOHA will use the family's estimate of the value. For Real Property, NOHA will use the payoff amount for the mortgage to calculate equity. If the payoff amount is not available, NOHA will use the loan balance.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

6.5 Lump Sum Payments

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump sum payments are counted as assets, only if they are retained by a family in a form recognizable as an asset, (e.g., deposited in a savings or checking account).

6.6 Excluded Income

[24 CFR 5.609\(c\)](#)

NOHA will follow HUD guidelines when determining types and sources of income to be excluded from assistance calculations.

6.7 Deductions from Income

[24 CFR 5.611](#)

Anticipating Expenses

Generally, NOHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), NOHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, NOHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. NOHA may require the family to provide documentation of payments made in the preceding year.

6.7.1 Medical and Dental Expenses

NOHA will use the most current IRS Publication 502, Medical and Dental Expenses, to determine the costs that qualify as medical expenses

6.7.2 Disability Assistance Expenses

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, NOHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work.

NOHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. A family may present, and NOHA will consider, the family's justification for costs that exceed typical costs in the area.

6.7.3 Both Medical and Disability Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, NOHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, NOHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work. When NOHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

6.7.4 Child Care

Reasonable child care expenses are allowed as a deduction from income for children less than 13 years of age when such care is necessary to enable designated family member(s) to pursue an eligible activity: seeking work, pursuing an education or being gainfully employed.

6.8 Anticipating Income

When NOHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), NOHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, the decision will be documented in the file. In all such cases the family may present information and documentation to NOHA to show why the historic pattern does not represent the family's anticipated income.

6.9 Future Changes

If NOHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period. The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases NOHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if NOHA's policy on reexaminations does not require interim reexaminations for other types of changes.

6.10 Total Tenant Rent and HAP

Links: [24 CFR 5.628](#); [5.630](#); [5.634](#)

NOHA follows HUD regulations for determining the family's portion of rent and the HAP subsidy to the owner.

Total Tenant Payment is the higher of:

- 30% of adjusted monthly income; or
- 10% of monthly income; or
- Not less than the Minimum Rent of \$50

Tenant Rent

- Tenant rent is calculated by subtracting the utility allowance for participant supplied utilities (if applicable) from the Total Tenant Payment.
- Where the owner pays for all utilities and provides the stove and refrigerator, Tenant Rent equals Total Tenant Payment.

Rent to Owner

Rent to owner is the greater of:

- The Payment Standard less the Housing Assistance Payment; or
- The Gross Rent less the Housing Assistance Payment; or
- Minimum rent

6.10.1 Payment Standards

[24 CFR 982.505](#)

The payment standard is used in the calculation of the housing assistance payment for a family. The payment standard for the family is the lower of:

- The unit size shown on the voucher, or
- The size of the actual unit selected by the family.

6.10.1.1 Establishment of Payment Standards

[24 CFR 982.503\(b\),\(c\),\(g\)](#)

The payment standard is set by NOHA between 90% and 110% of the HUD published Fair Market Rent unless a HUD approved waiver has been granted. NOHA will review the payment standard at least annually to determine whether an adjustment should be made. As a reasonable accommodation, NOHA may establish an exception payment standard of not more than 120% of the published FMR.

6.10.1.2 Decreases in the Fair Market Rent

[PIH Notice 2018-01:](#)

In the event that HUD FMRs' decrease, NOHA will allow families that are currently under a HAP contract to continue to use the payment standard in effect for the current lease. However, in the event that the family moves to a new unit or in the event that the owner requests a rent increase, the new or current payment standard will be applied to the voucher.

6.10.1.3 Utility Allowances and Utility Reimbursements

[24 CFR 982.517](#); [Notice PIH 2016-05](#)

NOHA maintains a Utility Allowance Schedule which is used in the housing assistance payment calculation to assist with the cost of utilities not included in the rent. The utility allowance calculation is based on the lower of:

- The voucher unit size based on NOHA subsidy standards
- The size of the actual unit leased by the family
- In the case of a reasonable accommodation, NOHA will use utility allowance for the unit size actually leased by the family

When the utility allowance exceeds the family's Total Tenant Payment, NOHA will provide the family a utility reimbursement payment.

Where lease agreements include variations of utility responsibility such as bill backs, surcharges, premiums, etc., NOHA will evaluate the lease to determine appropriate utility allowances.

6.10.1.4 Minimum Rent and Hardship Exemptions [24 CFR 5.630](#)

NOHA's minimum rent is \$50. Participants may request a hardship exception to minimum rent if they meet at least one of the following criteria:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program.
- The family would be evicted because it is unable to pay the minimum rent.
- The family income has decreased because of changed family circumstances, including the loss of employment.
- If a death has occurred in the family.
- Other circumstances as determined by NOHA or HUD.

To make a claim under these provisions the family must submit a request, in writing, to NOHA office along with documentation to support the request for a hardship exemption. NOHA will review the request and make a determination whether the family is eligible for the hardship.

The hardship period ends when any of the following circumstances apply:

- At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost.
- For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

For temporary hardships (generally lasting less than 90 days), NOHA must reinstate the minimum rent for the term of the hardship and require repayment from the family. NOHA may enter into a repayment agreement with the family.

CHAPTER 7: Request for Tenancy Approval and Leasing

After families are issued a voucher, they may search for a unit within the jurisdiction of NOHA, or outside of NOHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments (HAP) contract with NOHA within the time frame listed on the voucher.

7.1 Information to Owners

[24 CFR 982.307\(a\)\(112\); \(b\)\(1\)](#)

It is the responsibility of the owner to determine the suitability of prospective families as NOHA does not screen for suitability as participants. NOHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. Owners may not discriminate on the basis of race, religion, sex, color, national origin, disability, sexual orientation, gender identity or familial status.

If requested by an owner, NOHA will provide any of the following information in writing regarding a family's tenancy history, based on existing documentation relating to:

- Previous owner name, address and phone number
- Current owner name, address and phone number

NOHA will make an exception to this policy if the family's whereabouts must be protected due to domestic abuse or witness protection, and the protection requirements are documented. NOHA's policy on providing information to owners applies uniformly to all families and owners.

7.2 Allowable Housing Types

[24 CFR 982.601\(b\)\(2\)](#)

The following types of rental units may be leased in the Housing Choice Voucher program, unless designated otherwise:

- Single family detached homes
- Duplexes
- Multi-plexus
- Garden apartments
- Condominiums, townhouses
- High-rises
- Manufactured homes where the tenant leases the mobile home and the pad
- Manufactured homes where the tenant owns the mobile home and leases the pad
- Other multi-family rental housing structures

The following types of housing are not permitted in the HCV program:

- Hotels
- Motels
- Nursing homes
- College or school dormitories

- Other types disallowed by HUD regulations
- Unit occupied by its owner or a person with any interest in the dwelling unit
- Unless its lease was effective prior to June 17, 1998 or the family is approved for a reasonable accommodation, a family may not lease a property owned by relatives, i.e.: sister, brother, mother, father, spouse, son, daughter, grandmother, grandfather

NOHA may permit use of any of the following types of special housing if needed as a reasonable accommodation for a person with disabilities:

- Independent Group Residences,
- Congregate Housing,
- Single Room Occupancy/Shared Housing Facilities

7.3 Request for Tenancy Approval (RFTA)

Link [24 CFR 982.352\(2\)](#); [982.305](#) & [308-309](#); [982.401](#); [982.507-508](#); [982 Subpart M](#); [Form HUD-52517](#)

Before a family leases a unit, NOHA must approve the unit selected by the family. The voucher holder and the owner/landlord must submit a complete RFTA, signed by both the family and the owner, together with any other required documents. The family may submit only one RFTA at a time. NOHA may not accept an incomplete RFTA and may cancel a RFTA when it is not complete or all required documents are not submitted.

If NOHA determines that the Request for Tenancy Approval cannot be approved for any reason the owner and the family will be notified. NOHA will advise any steps that are necessary to approve the RFTA. If an RFTA is not approved and the voucher has not expired, NOHA will furnish another RFTA to the family to continue searching for eligible housing.

7.3.1 Tenancy Addendum

[24 CFR 982.308](#); [HUD Form 52641](#)

The owner must use the HUD Tenancy Addendum or all provisions in the HUD Tenancy Addendum must be added to the owner's lease. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum will prevail over any other provisions of the lease.

7.3.2 Dwelling Lease

[24 CFR 982.308\(d\)](#)

When the RFTA and proposed lease are submitted, NOHA will review the terms of the RFTA for consistency with the terms of the lease. The lease must comply with HUD requirements, as well as State and local law. NOHA may deny the unit if the proposed lease is not in compliance.

- Owners that use a standard lease for units rented to unassisted families must use the same lease, plus the HUD prescribed tenancy addendum for HCV assisted families.
- NOHA will review the owner's lease, any optional charges, compliance with regulations, and any house rules.

- Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA.
- The initial lease term must be for at least one year; however, a shorter initial lease term may be approved if the shorter term would improve housing opportunities for the tenant.
- The owner must be approved and there must be no conflicts of interest (e.g. owner may not be a relative, etc.).

7.3.2.1 New Lease Required

A new lease will be required:

- If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- If there are any changes in lease provisions governing the term of the lease;
- If the family moves to a new unit, even if the unit is in the same building or complex.

7.3.2.2 Security Deposit

Links: [24 CFR 982.313 \(a\) and \(b\)](#)

The owner may collect a security deposit from the participant. The deposit must be reasonable based on local security deposits charged and those charged by the owner for other assisted and non-assisted units. NOHA may prohibit excess security deposits.

7.3.3 Separate Agreements

Links: [24 CFR 982.451\(b\)\(4\)](#); [24 CFR 982.510\(c\)](#)

Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

NOHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease. Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family. Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

7.4 Voucher Term

[24 CFR 982.303\(a\)](#)

The initial voucher term is 120 calendar days. The family must submit a Request for Tenancy Approval that is complete and a proposed lease within the 120-day period, unless NOHA grants an extension. An additional 30 days will be added to the initial voucher term for a family exercising portability.

7.4.1 Voucher Extensions

[24 CFR 982.303\(b\)](#)

Requests for extensions must be submitted to NOHA in writing prior to the expiration of the voucher term. Extensions are permissible at the discretion of NOHA up to a maximum of an additional 120 days. The maximum time limit on the voucher term (including extensions) is 240 days, except when a reasonable accommodation is granted for persons with disabilities or to find new housing when an assisted household has to be divided as a result of the violence or abuse covered by VAWA.

NOHA is not obligated to grant an extension, but may consider any of the following circumstances in its decision:

- It is necessary as a reasonable accommodation for a person with disabilities.
- A serious medical condition which the family could not have anticipated. Documentation from a medical professional may be required.
- NOHA discretion for extenuating circumstances (e.g. when market conditions or administrative actions support a need for extension, owner fails to accept reasonable rent, occurrence of a natural disaster, etc.)

If the family has not found a unit within the maximum term allotted, with any extensions, the Voucher will expire and the family will be removed from the waiting list or terminated from the HCV program. Hearings or informal reviews are not required and shall not be given for denial of extensions. Families seeking another opportunity for assistance must reapply to the program upon the reopening of the waiting list.

7.4.2 Voucher Suspension

NOHA will suspend the term of the voucher from the date a complete Request for Tenancy Approval and proposed lease is accepted by NOHA until the date NOHA makes a final determination with respect to that Request for Tenancy Approval. If the family chooses to cancel the Request for Tenancy Approval (RTA), the term of the voucher will be reinstated the date NOHA receives notice the RTA is cancelled by the family.

Additional extensions beyond the suspension time can only be given by the HCV Manager or his/her designee, and will only be considered under the following conditions:

- If the delay is due to NOHA administrative reasons and not due to the applicant's delay;
- The applicant has shown due diligence in locating an appropriate unit during the voucher term; and
- Denial of the suspension of term would constitute an undue hardship on the family.

7.5 Subsidy Standards

[24 CFR 982.401\(d\)](#)

Subsidy standards serve as general guidelines when NOHA determines the unit size on the family's voucher. NOHA does not determine who shares a bedroom or sleeping room. The unit size on the

voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

7.5.1 Subsidy Standards Chart

[24 CFR 982.402](#)

The standards listed below are consistent with HUD requirements:

Voucher Unit Size	Persons in Household Minimum Number	Persons in Household Maximum Number
0-BR (bedroom)	1	2
1-BR	1	4
2-BR	2	6
3-BR	3	8
4-BR	4	10
5-BR	5	12
6-BR	6	14
7-BR	7	16

NOHA generally assigns one bedroom to two people and will also consider the following conditions when determining the unit size designated for the family's voucher:

- One bedroom for the head of household/spouse
- One bedroom for every two additional adult household members
- One bedroom for every two children of the same gender, including permanent foster children
- A single pregnant woman is considered a two-person family
- A minor child, who is temporarily away from the home because of placement in foster care, is considered a member of the family in determining the family unit size.
- When NOHA has approved a live-in aide, only one bedroom will be awarded for the live-in aide and any family members of the live-in aide, as long as Housing Quality Standards (HQS) are not violated and there are no more than two people per living/sleeping space.
- Space will be provided for a family member who is away at school but who lives with the family during school recess.

NOHA may assign a larger unit than permitted, using the above standards, if an individual with a disability and/or a medical need requests a reasonable accommodation and provides documentation of need from an authorized healthcare provider. NOHA may request or require additional verification from the healthcare provider that the disabled individual meets the definition for persons with disabilities and to document the need for a reasonable accommodation, as covered under the United States Housing Act of 1937 at 24 CFR 403.

Families will not be required to use rooms other than bedrooms for sleeping purposes in the Voucher size determination. Participants may elect to use other areas of the unit as living/sleeping areas in determining the total number of persons eligible to live-in the unit, as a result of the family's request to

add household members. A total of two additional members per living/sleeping area may be approved at the request of the participant. NOHA will only grant increases in voucher size in cases of birth, adoption, court awarded or other legally documented custody.

7.5.2 Exceptions to Subsidy Standards

A participating family may request a subsidy exception at any time; however, if the family is in the first term of the lease, in a lease other than month-to-month, or is not eligible for move for any other reason, the request may be denied based upon the family's ineligibility to move at the time of the request. NOHA will apply its discretion when considering exceptions.

7.5.3 Unit Size Selected by Family

The family may select a different size unit than that listed on the voucher; however, the unit must meet housing quality standards, have a reasonable rent, and the rent must be less than 40% of the family's adjusted income at initial leasing. When calculating the Housing Assistance Payment (HAP), NOHA will apply the payment standard and utility allowance for the lower of:

- The unit size shown on the voucher, or
- The size of the actual unit selected by the family.

7.5.4 Under-Housed and Over-Housed Families

If a unit does not meet HQS space standards due to an increase in family size or change in family composition, NOHA will issue the family a voucher to move to an appropriate-sized unit. HQS requirements permit a maximum of two persons per living or sleeping room in the units.

7.6 Initial Rent Burden

At initial lease, the family's rent cannot be more than 40% of the family's adjusted income. At the family's request, NOHA may attempt to negotiate with the owner to reduce the rent. If the rent is not lowered such that the family's portion of rent is at or below 40% of the adjusted income, the family may not lease the unit.

7.7 Owner Disapproval

Links: [24 CFR 982.54d\(8\)](#); [982.306](#); [982.161\(a\)](#)

Much of the success of the HCV program depends on owners of safe, decent, reasonably priced units, willing to participate in the program. NOHA may disapprove the owner/agent for any of the following reasons:

- The owner/agent has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner/agent/agent has engaged in any drug-related criminal activity or any violent criminal activity;

- The owner/agent has a history or practice of non-compliance with the HQS for units leased under the participant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The owner/agent has a history or practice of failing to terminate tenancy of participants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the participant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other participants; (ii) Threatens the health or safety of other participants, of employees of NOHA, or of owner/agent employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;
- The owner/agent has a history or practice of renting units that fail to meet state or local housing codes; or
- The owner/agent has not paid state or local real estate taxes, fines, or assessment.
- The owner/agent acts or behaves in a manner deemed unreasonable, unprofessional, disruptive or abusive to NOHA staff or other persons engaged in the management of housing. NOHA reserves the right to disallow continued participation in the HCV program by a property owner/agent, or other owner/agent representative when it is determined the owner/agent, manager or owner/agent representative engages in abusive, threatening or harassing behavior. Examples of such behavior include abusive conduct, verbal abuse, intimidating behavior, threats, sexual harassment or assault.
- When HUD has informed NOHA that disapproval is required because:
 - Owner/agent has been disbarred, suspended, or subject to a limited denial of participation
 - Federal government has instituted an administrative or judicial action against the owner/agent for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
 - Court or administrative agency has determined that the owner/agent violated the Fair Housing Act or other federal equal opportunity requirements.

If an owner commits fraud, is guilty of frequent or serious contract violations or engages in abusive behavior, NOHA may debar or suspend the owner/agent from future participation in the program. NOHA may terminate some or all contracts with the owner/agent.

NOHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of NOHA (except a participant commissioner)
- Any employee of NOHA, or any contractor, subcontractor or agent of NOHA, who formulates policy or who influences decisions with respect to the programs

- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. NOHA must submit a waiver request to the appropriate HUD Field Office for determination.

In considering whether to request a conflict of interest waiver from HUD, NOHA will consider certain factors such as consistency of the waiver with state and local laws, the existence of alternative housing available to families, the individual circumstances of a particular family, the specific duties of individuals whose positions present a possible conflict of interest, the nature of any financial investment in the property and plans for disclosure/divestiture, and the possible appearance of impropriety. Where NOHA has requested a conflict of interest waiver, NOHA may not execute the HAP contract until HUD has made a decision on the waiver request.

7.8 Overpayments

NOHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse, and termination of HAP contract. Payments otherwise due to the owner may be debited in order to reimburse NOHA, as applicable.

CHAPTER 8: Housing Quality Standards, Inspections and Rent Reasonableness

Links: [24 CFR 982.305](#); [982.401](#); [982.405\(b\)](#); [HOTMA §101\(a\)\(1\)](#)

NOHA generally performs four types of inspections:

- Initial Inspections
- Biennial Inspections
- Special/Complaint Inspections
- Quality Control Inspections

Inspections may be conducted in person or through remote virtual inspections. NOHA may accept an alternate inspection from NOHA-approved entities. NOHA adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 to perform all required inspections. Interpretative guidance for HQS acceptability criteria is taken from Form HUD 52580-A, the HUD Housing Inspection Manual and NOHA Inspection Policy and Procedures.

Units must comply with Housing Quality Standards at all times. NOHA may deny a contract for a unit if the unit has a history of failed inspections for major infractions within the past 24 months. Major infractions include, but are not limited to failing paint issues, plumbing or sewage, heat or hot water, flooding or leaks at window or roofs, gas leaks, or ongoing electrical malfunctions, and evidence by previous participant tenants of excessive utility bills or other such infractions. A minimum of three or more complaint inspections or repeated failures during annual, quality control or complaint inspections in a 24-month period where major infractions were cited, or where ongoing HQS violations are documented may be cause for denial of a new contract or termination of an existing contract. Owners are encouraged to inspect their property periodically during the term of the HAP contract to insure compliance

8.1 Life-threatening Conditions

Life-threatening conditions must be corrected within 24 hours. Items considered life threatening or of an emergency nature include but are not limited to the following:

1. Waterlogged ceiling in imminent danger of falling;
2. Flooding caused by leaky plumbing or natural flooding;
3. Natural gas leaks or fumes; gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting;
4. Electrical problem that could result in electrical shock or fire;
5. No heat with outside temperature below 32° F. and temperature inside unit is below 60° F.;
6. Utilities (gas and electricity) not in service;
7. No running water;

8. Obstacle(s) which prevents tenant's safe entrance or exit to unit;
9. Lack of functioning toilet, if only one available in unit;
10. Non-functioning Smoke Detectors
11. Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child under 6 years of age.
12. Any condition that jeopardizes the security of the unit

All non-life threatening conditions must be corrected within 30 days.

8.2 Initial Inspections

NOHA will schedule and conduct the initial inspection after receiving a completed RFTA and the unit is ready for inspection. The owner or owner's representative must be present at the initial inspection and any initial re-inspection. The family is permitted, but not required to be present. All utilities must be in service for the inspection or the inspection will fail.

The unit must have an operating oven, a stove or range, and refrigerator, which may be supplied by the owner or family. If the participant is responsible for providing the stove and/or refrigerator, NOHA will allow the stove and/or refrigerator to be placed in the unit after the passed inspection. NOHA will only execute the HAP contract following receipt of a signed certification from the family that the appliances are in the unit and working. NOHA may conduct a confirmatory inspection to check the appliances.

If the unit fails HQS, the family must select another unit.

8.2.1 Approval of Tenancy with a failed HQS Initial Inspection

NOHA may, at its sole discretion, approve the Request for Tenancy (RFTA) and commence housing assistance payments if the unit fails the initial inspection but only has non-life-threatening HQS deficiencies. NOHA will withhold any assistance payments if the non-life-threatening deficiencies are not remedied within 30 days of NOHA notifying the owner of the unit, in writing, of the unit's failure to comply with HQS.

NOHA will not allow this provision to be exercised if there is the presence of deteriorated paint in units built before 1978 to be occupied by a family with a child under the age of 6.

NOHA may permit the occupancy of a unit prior to HQS if the unit has passed an alternative inspection within the past 24 months. Once the unit passes HQS, assistance payments may be made retroactively, dating back to the beginning of the assisted lease term, which is the effective date of the HAP contract.

If NOHA permits occupancy of a unit prior to passing HQS, NOHA will provide the family a list of the deficiencies and offer the family the opportunity to decline to enter into the assisted lease to continue searching for other units within the time period remaining on their voucher. This notice will also inform the family that if the owner fails to correct the non-life-threatening deficiencies within the required timeframe, NOHA will terminate the HAP contract, which in turn terminates the assisted lease, and the family will have to move to another unit in order to receive voucher assistance.

8.3 Biennial and Triennial HQS Inspections

[24 CFR 982.405\(a\)](#)

Following the initial inspection, NOHA will inspect every tenant-based HCV unit at least biennially. The family must allow NOHA to inspect the unit at reasonable times (between 8:00 AM and 5:00 PM on regular workdays).

Units in mixed-finance properties assisted with project-based vouchers will be inspected at least triennially.

8.4 Special Inspections

NOHA may conduct a special inspection if the owner, family, or another source reports HQS violations in the unit where the tenant and owner have failed to resolve the violations. If a participant or government official reports a condition that is life-threatening, NOHA will inspect the unit within 24 hours.

8.5 Quality Control Inspections

[24 CFR 982.405\(b\)](#)

NOHA will conduct quality control inspections of a sample of units.

8.6 Scheduling Inspections and Family Attendance

[24 CFR 982.551\(d\)](#)

An adult family member must be present for the inspection. The family must allow NOHA to inspect the unit at reasonable times with reasonable notice. Inspections will generally be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday. In the case of a life-threatening emergency, NOHA will give as much notice as possible, depending on the nature of the emergency.

If the family misses or requests to reschedule a first scheduled appointment, NOHA will schedule a second inspection. If the family misses two scheduled inspections, NOHA will consider the family to have violated its obligation to make the unit available for inspection and may terminate the family's participation in the program.

8.6.1 Missed and Rescheduled Inspections

An owner is not allowed to cancel a biennial, special or quality control inspection. The family may only request to cancel and reschedule the biennial inspection or re-inspection only once and only for good cause: e.g. unavoidable conflict, serious medical issue, etc. NOHA may require the family to provide documentation in support of the request. If the family is unable to be present, they must reschedule the appointment so that the inspection can be completed within 10 days. If the family does not allow entry,

is not present for the inspection, or fails to have an adult present, the attempted inspection is considered a failed inspection.

NOHA will process termination of family program assistance and inform the owner of contract unit termination when the family cancels, does not allow entry, or fails to have an adult present on two consecutive scheduled inspections.

8.7 Inspection Deficiencies and Corrections

The owner and the family will be notified of the results of inspections where the unit fails HQS. When an inspector identifies HQS failures, NOHA will determine if the failure is a life-threatening condition, and whether the tenant or owner is responsible for the deficiency. If deficiencies are not corrected within the specified timeframe (or any NOHA-approved extension), the owner's HAP will be abated in accordance with NOHA policy and/or the tenant's program participation will be terminated.

When NOHA determines that a unit on the program fails to meet Housing Quality Standards, and the owner has failed to make the necessary repairs within the time period specified by NOHA, NOHA shall abate (cease) the assistance payment to the owner.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

If the owner is unable to gain access to the unit to make repairs due to the family's lack of cooperation, the owner may enforce the lease and advise NOHA of the lease violation.

In the case of family-caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any NOHA-approved extension, if applicable), the family's assistance will be terminated in accordance with NOHA policy.

8.8 HQS Certifications

[24 CFR 982.404\(a\)\(3\)](#); [Notice PIH 2011-29](#)

At NOHA's sole discretion, NOHA will either complete a re-inspection or allow the owner and participant to submit an Owner Self Certification of Repair form.

If the owner is eligible to submit an Owner Self-Certification of Repair form, the Certification must be submitted to NOHA prior to the due date included in NOHA's notice of failed item and/or prior to any NOHA-authorized extension. The Certification must include the owner and participant's signature. It is the owner's responsibility to obtain the participant's signature.

NOHA will require documentation of the completed work be attached to the Certification, i.e. receipts, pictures, work orders, etc. in the following circumstances:

- When the fail is considered life-threatening and must be fixed within 24-hours of the inspection
- The failed item(s) are of a serious or suspicious nature
- The unit has deteriorated paint items

NOHA may also require documentation of completed work for non-life threatening fail items.

Units where verification of repair by self-certification is submitted may be subject to additional quality control inspections.

Initial inspections are not eligible for the self-certification process.

8.9 Extensions

[24 CFR 982.404](#)

NOHA will not grant extensions for life-threatening conditions. For conditions that are not life-threatening, NOHA may grant an exception for correcting the failed item(s), if NOHA determines that an extension is appropriate. Extensions will be granted in cases where NOHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

8.10 Family Responsibilities

[24 CFR 982.551\(d\)](#), [24 CFR 982.404\(b\)](#)

The family is responsible for correcting inspection failures caused by:

- Family-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Smoke detector(s) is missing
- Blocked window/doors (prevents egress from unit)

NOHA will terminate the family's assistance if the family:

- Fails to correct a violation within the period allowed by NOHA (and any extensions);
- Fails to allow the owner entry into the unit to complete repairs.

8.11 Owner Responsibilities and Fees

[CFR 985.3\(f\); PIH Notice 2016-05; 24 CFR §982.405](#)

The owner is responsible for all HQS violations not listed as a family responsibility above. NOHA generally conducts no more than two inspections per unit during the biennial inspection process. On occasion, NOHA may grant an owner's request for a second re-inspection. NOHA has established a fee of \$100.00 to owners should a second re-inspection be necessary. The owner may not pass this fee on to the participant. The owner must pay NOHA the fee prior to scheduling the re-inspection. Re-inspections will be rescheduled within 30 days of the request by the owner and payment of the fee. Failure to pay the fee will result in termination of the HAP contract because the unit fails to comply with HQS.

Owners are encouraged to inspect their property periodically during the term of the HAP contract to ensure compliance.

8.11.1 Lead Safe Homes Rule

[HUD PIH Notice 2017-13](#)

For Housing Choice Voucher (HCV) units, when a child under 6 is identified with an elevated blood lead level (EBLL), the Owner is responsible for:

- Initial notification of a confirmed case to HUD: In the event that the owner becomes aware of the above, the Owner must notify NOHA, who will collaborate with notification to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes of the case – that is, the child's address – within 5 business days.
- Initial notification of the public health department, when necessary: When the Owner is notified of the case by any medical health care professional other than the public health department, the owner will notify NOHA, who will notify the public health department of the name and address of the child within 5 business days.
- Verification of the case, when necessary: When the Owner receives information from a person who is not a medical health care provider that a case may have occurred, the owner should immediately convey the information to NOHA so NOHA may notify the public health department, if NOHA has indicated, or indicates at this time, that it wishes to collaborate with the owner on implementation of the rule, as described in PIH Notice 2017-13 and as follows.
 - Control of lead-based paint hazards: Completing the reduction of lead-based paint hazards in the index unit and common areas servicing that unit that were identified by the environmental investigation conducted by the PHA within 30 calendar days, using a certified lead-based paint abatement firm or certified lead renovation firm. Work will include occupant protection, and clearance of the unit and common areas servicing that unit by an independent certified risk assessor or a trained dust sampling technician working under the risk assessor in accordance with section 35.1340.
 - Notification to other residents: As already required by the LSHR, in a multiunit property, the owner must notify all residents of lead evaluation and hazard control activities.

- Ongoing maintenance: Maintaining covered housing without deteriorated paint if there is child under 6 in the family in accordance with sections 35.1220 and 35.1355(a).

8.12 Rent Reasonableness

[24 CFR 982.507](#); [982.305\(a\)](#); [982.505 9\(c\)\(3\)](#)

At all times during the assisted tenancy, the rent to Owner may not exceed the reasonable rent determined by NOHA. Rent reasonableness determinations may be completed by NOHA at any time and will be completed:

- At initial lease up
- When an owner requests a rent increase
- If the FMR is decreased by 10%
- When directed by HUD

NOHA will determine and document on a case-by-case basis that the approved rent:

- Is reasonable in comparison to rent for other comparable, unassisted units in the market, and
- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex.

The requested rent may be disapproved regardless of reasonableness if it is not affordable for the family.

8.12.2 Methodology

Up to 3 comparable units will be used when available for each rent determination. NOHA will determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, NOHA will consider:

- (1) The location, quality, size, unit type, and age of the contract unit; and
- (2) Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease

NOHA collects and maintains data on market rents in NOHA's jurisdiction for unit rent reasonableness. Market areas may be defined by one or more of the following: metropolitan statistical area, counties, cities, zip codes, census tract, neighborhood, and/or identifiable natural or man-made boundaries.

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable unassisted units in the same market area. Attempts will be made to localize the unit within each county and when possible, a smaller jurisdiction (e.g. a five-mile radius). NOHA will consider reasonableness when the subject unit falls within the rent range of the comparable units. NOHA may accept owner certification of rents charged for other unassisted units when the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises or elsewhere.

NOHA will

- Approve the rent requested, if reasonable; or,
- Attempt to negotiate the requested rent with the owner, if the requested rent is not reasonable; or,
- Deny the requested rent if the owner fails to accept the negotiated rent.

When NOHA denies the requested rent, NOHA may consider additional written owner-provided information about other comparable units in the market area, if the information is received from the owner within the required timeframe. NOHA will consider this additional information when making final rent reasonableness determinations.

By signing the HAP contract and accepting each monthly HAP payment, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. NOHA will not consider rent increase requests until after the initial occupancy period and only if the unit is not in failed HQS status.

Special Circumstances

- When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new participants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $\$500 \times 11 \text{ months} = 5500 / 12 \text{ months} = \text{actual monthly rent of } \488 .
- When tenants are given a choice of the terms and associated rent amounts of their lease (e.g. a one year lease renewal or a month to month renewal which includes a "premium" in addition to the base rent), NOHA will conduct rent reasonableness on the option selected by the tenant.
- When the lease terms include the cost of some or all utilities and/or a surcharge for some or all utilities, NOHA may consider some/all of the utilities as tenant-paid, and will conduct rent reasonableness on the rent amount adjusted for utilities.

CHAPTER 9: Housing Assistance Payment Contract

[Form HUD 52641-a](#)

NOHA will execute the HAP contract with the owner on or after the unit passes inspection and all required documents have been submitted. Required documents include:

- Ownership and tax documents
- Request for tenancy approval
- Executed lease between the owner and the participant
 - The HAP Contract and the lease term must run concurrently

9.1 HAP Payments

[24 CFR 982.451\(a\)\(5\)](#)

Once the HAP Contract is executed, NOHA will process housing assistance payments to the owner. The HAP contract is not effective until the unit has passed HQS. NOHA is not responsible for any part of the rent prior to the date the unit passes inspection and the HAP contract is fully executed.

NOHA will make Housing Assistance Payments to the owner in accordance with the HAP Contract, as long as the family continues to occupy the unit and the contract is not in violation. By accepting the monthly HAP payment, the owner certifies that: the family still resides in the unit, the owner is in compliance with the contract, the unit is HQS compliant, and that the rent to the owner is not more than the rent charged by the owner for comparable unassisted units.

The Housing Assistance Payment to the owner may never exceed the rent charged by the owner, and is the lower of the:

- Payment Standard minus the Total Tenant Payment, or
- Gross rent minus the Total Tenant Payment.

Owner payments will be placed on hold if:

- The unit fails HQS
- Ownership of the unit has changed or is in question
- Any other reason NOHA determines that the HAP contract may have been breached

9.2 Owner Rent Increases

[24 CFR 982.308\(g\)\(4\)](#); [982.309\(a\)\(3\)](#)

After the initial term of the lease, the owner may request a rent increase according to the terms in the lease and HAP contract. All rent increases must be submitted in writing to NOHA by the owner, along with a copy of the rent increase notice to the participant. The owner must provide 60 days advance notice and the rent increase must be requested in NOHA's approved format.

If the rent increase request is received as noted above, NOHA will review the rent increase request and determine that the requested amount meets rent reasonableness requirements and that the family

agrees to the increase. If approved, the rent adjustment will be effective the first day of month on or after the contract anniversary date or 60 days following receipt of the owner request on the first of that month, whichever is later. The family will be issued a voucher to move and the HAP contract will be terminated if:

- The rent is not reasonable and the owner is unwilling to negotiate an approvable rent amount; or
- The family elects to move because of the rent increase and provides proper notification to the owner in accordance with the lease terms and to NOHA at least 30 days in advance.

NOHA may, due to HUD funding constraints, limit, suspend and/or request voluntary deferment of rent increases.

9.3 Unit Ownership Changes

NOHA must receive a written request by the initial owner in order to change the HAP Contract payee and/or the address to which payment is to be sent. When the initial owner fails to notify NOHA, HAP payments may be delayed to the new owner until proof of ownership is established. NOHA will process a change of ownership provided proof of ownership has been provided along with any other required information such as taxpayer identification information (TIN/SSN) that can be validated with the IRS, direct deposit form, property management agreement, and owner certification.

When a change in ownership occurs, the new owner legally assumes the current lease and the current HAP contract, and must abide by the HAP contract term. At NOHA's or the new owner's request a new HAP contract may be executed, however the lease terms remain the same and new HAP term matches the existing lease.

9.4 HAP Contract Terminations

[24 CFR 982.311\(b\)](#)

NOHA will terminate a current HAP contract or deny approval of a new HAP contract when:

- A family vacates the unit either in violation of the lease or by mutual agreement with the owner before termination of the lease/contact;
- The lease is terminated by the owner or the family;
- The owner will not renew the HAP contract or extend the current lease;
- The sole participant dies;
- There has been no HAP for 180 calendar days;
- NOHA terminates assistance for the family; or
- HQS space requirements are not met.

NOHA may terminate the HAP contract for any owner breach of contract, including the following:

- HAP contract violation including not maintaining HQS;

- Any fraud or bribery or other corrupt or criminal act in connection with Federal housing programs;
- Has a history or practice of failing to terminate tenancy of tenants of assisted units for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (a) threatens the right to peaceful enjoyment of the premises by other residents; (b) threatens the health or safety of other residents, of employees of NOHA, or of owner employees or other persons engaged in management of the housing; (c) threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or, (d) commits drug-related criminal activity or violent criminal activity;
- Engaging in any drug-related criminal activity or any violent criminal activity;
- Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program. (Only for projects with mortgages insured or loans made from HUD);
- Seriously delinquent taxes; or
- Habitual failure to maintain HQS.

The nature and extent of circumstances will be considered when such HAP contract terminations are proposed.

No future subsidy payments on behalf of the family will be made by NOHA to the owner after the month in which the Contract is terminated. The owner must reimburse NOHA for any subsidies paid by NOHA for any period after the contract termination date or if it is determined that an owner accepted payments for a unit not occupied in accordance with the terms of the HAP contract. NOHA may recoup HAP due to the Authority by withholding any payment owed to that owner, even if the payment owed is for another HCV participant. NOHA may deny any new RTA for an owner who has a balance outstanding to NOHA or withhold HAP payments on new contracts until outstanding balances have been satisfied. NOHA may also pursue other means of collection for debts owed to NOHA.

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the total amount of rent due to the owner.

The owner may terminate the lease at the end of the lease term or at any time for lease violations. The owner must use the termination proceedings as prescribed in the lease and contract; the owner can:

- Institute court action, using the grounds for eviction cited in the lease.
- Try to obtain a mutual rescission of the lease with the participant. The mutual rescission must be signed by both parties and indicate the reason for the rescission.
- Issue proper notice not to renew the Lease Agreement.

If the owner has begun eviction and the family continues to reside in the unit, NOHA will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other

process allowing the owner to evict the family. HAP payment will stop the first of the month following the legal eviction or the date the family moves from the unit whichever is earlier.

The owner may not terminate tenancy for NOHA's failure to pay the housing assistance payment.

HAP Termination due to Insufficient Funding

NOHA may terminate the HAP contract if it is determined that the funding under the consolidated ACC is insufficient to support the continued assistance for families in the program. In the event the termination of HAP contracts becomes necessary, Families receive voucher assistance through VASH, NED , and FUP

the order of families being terminated shall be conducted on a last in, first out basis. i.e., according to the date the initial HCV was issued, families most recently issued will have their housing assistance terminated first.

NOHA shall exempt the following:

- Elderly Families (HOH/Spouse/Co-head is 62 years and older)
- Disabled families (HOH/Spouse/Co-head is disabled)
- Homeownership participants

Notice of the HAP contract termination will be provided to the tenant and owner. Families terminated due to lack of sufficient HAP funding leaving in good standing shall be afforded, when available, other housing opportunities. Families removed from the program shall be placed on a list until funding is available for re-housing.

CHAPTER 10: Verifications

Links: [24 CFR 982.516](#), [24 CFR 982.551](#), [24 CFR 5.230](#), [24 CFR 5.609\(d\)](#); [Notice PIH 2010-19](#); [HCV GB p5-17](#),

The family must supply any information that NOHA or HUD determines necessary to the administration of the program and must consent to NOHA verification of that information. All adult applicants and participants must sign the [HUD-9886, Authorization for Release of Information](#) and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Failure to sign required forms will result in denial of admission for applicants and program termination for participants.

10.1 Methods of Verification

[24 CFR 5.233](#); [Notice PIH 2018-18](#),

NOHA uses HUD's hierarchy for verifications:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third-party Verification provided by applicant or participant
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

10.2 Eligibility Verifications

The following information will be verified to determine eligibility for initial and continued participation in NOHA's HCV programs:

- Household composition, demographics and type (Elderly/Disabled/Non-elderly)
- Annual income
- Assets and asset income
- Deductions from income
- Social Security Numbers of all household members
- Applicant criminal history information and sex offender status
- Citizenship or eligible immigration status

10.3 Legal Identity Verification

NOHA will require families to furnish verification of legal identity for each household member. A photo ID may be required for each adult family member. Legal identity will be verified at application and on an as needed basis. The following identity documents are acceptable in addition to the photo ID for each adult:

- Adults: Birth Certificate or Naturalization Papers
- Children: Birth Certificate, Adoption Papers, Court Award documents, Social Service Agency Award documents

10.3.1 Marriage, Separation or Divorce Verification

Certification by the head of household is normally sufficient verification. Verification may be requested in support of name change as a result of marriage/divorce, or to verify custody, court-ordered maintenance or other information as needed.

10.4.3 Adult Member Absence Verification

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., lease at another address or utility bill). When the family is unable to provide sufficient evidence of where the absent member resides, NOHA may accept a self-certification.

10.3.4 Foster Children and Foster Adults Verification

Third-party verification from the state or local government agency responsible for the placement of the foster child(ren) and/or adult/s with the family is required.

10.3.5 Student Status Verification

NOHA requires families to provide information about the student status of all students who are 18 years of age or older, where:

- The family claims full-time student status for an adult other than the head, spouse, or co-head; or
- The family claims a childcare deduction to enable a family member to further his or her education; or
- The family includes a student enrolled in an institution of higher education.

10.3.6 Student Head of Households

[Federal Register / Vol. 81, No. 183 / Wednesday, September 21, 2016 / Notices](#)

NOHA may provide housing assistance to Independent Student Head of Households who are defined by meeting one of the following characteristics:

- a. The individual is 24 years of age or older;
- b. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
- c. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
- d. The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
- e. The individual is a graduate or professional student;
- f. The individual is a married individual.

NOHA will verify the student meets the U.S. Department of Education's definition of "independent student" or will otherwise verify the Student Head of Household using the following:

- Previous address information to determine evidence of a separate household;
- Reviewing a student's prior year income tax returns to verify the student is independent; and
- Written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.

10.3.7 Disabled Status Verification

For family members claiming disability and receive disability payments from the SSA, NOHA will use HUD's EIV system to verify the disability. If documentation from HUD's EIV System is not available, NOHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), NOHA will ask the family to request a benefit verification letter by either calling the SSA at 1-800-772-1213, or by requesting it from www.ssa.gov.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disabled.

10.4 Verification of Income

[24 CFR 982.516](#)

10.4.1 Wage Verification

NOHA generally requires two current and consecutive paystubs for determining annual income from wages. If paystubs are not available, NOHA will accept an authentic document on employer letterhead that states wages for previous 60 days, or an employer payroll print out. NOHA may collect wage data from other third-party sources.

10.4.2 Tip Income Verification

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to certify tips received for the prior year and estimated tips anticipated to be received in the coming year.

10.4.3 Bonus Income Verification

For persons who regularly receive bonuses or commissions, NOHA may verify and then average amounts received for one-year preceding admission or reexamination. NOHA may consider justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, NOHA may count only the amount estimated by the employer.

10.4.4 Business and Self Employment Income Verification

Business owners and self-employed persons may be required to provide any of the following:

- A statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year.
- NOHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.
- Documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.
- If a family member has been self-employed less than three months, NOHA may accept the family member's certified estimate of income.

10.4.5 Social Security and SSI Benefits Verification

To verify the SS/SSI benefits of participants, NOHA will obtain information about social security/SSI benefits through HUD's EIV system. If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in HUD's systems, NOHA will request a current SSA benefit verification letter from each family member that receives social security benefits.

If a family member is unable to provide the document, NOHA may help the participant request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the benefit verification letter, it will be required to provide the letter to NOHA.

10.4.6 Alimony and Child Support Verification

If the family declares that it receives regular payments, verification may be obtained:

- If payments are made through a state or local entity, NOHA will request copy of the payment register for the 12 months and request that the entity disclose any known information about the likelihood of future payments.
- Copy of the latest check and/or payment stubs
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- Third-party verification form from the person paying the support
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received

10.4.7 Zero Income Verification

NOHA will check EIV to verify zero income. NOHA may require all adult family members who report no income to complete a Zero Income certification in support of the Personal Declaration to document that

income is not being received. NOHA may also require all adults residing in the household to sign a release allowing NOHA to obtain a certified copy of any tax return submitted to the IRS.

10.4.8 Student Financial Assistance

[24 CFR 5.609\(b\)\(9\)](#)

For a student subject to having a portion of his/her student financial assistance included in annual income, NOHA may request written third-party verification of both the source and the amount.

Documents requested include:

- Family provided documents from the educational institution attended by the student
- Documents generated by any other person or entity providing such assistance, as reported by the student.
- Written verification of the student's tuition amount.

10.4.8.1 Verification of Parental Income of Students Subject to Eligibility Restrictions

If NOHA is required to determine the income eligibility of a student's parents, the parents will be required to submit the information directly to NOHA within the time period specified in NOHA's request. Supporting documentation may include, but is not limited to IRS tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters and other official and authentic documents from a federal, state, or local agency.

10.5 Verification of Assets

[24 CFR 982.516](#), [Notice PIH 2016-05](#)

NOHA will obtain third-party verification of assets at eligibility determination and every three years thereafter. NOHA may accept the family's declaration that it has net assets equal to or less than \$5,000 and the amount of income the family expects to receive from such assets. NOHA considers the value of assets disposed of in the past two years. Assets include but are not limited to checking, savings, money market accounts, real estate, rental property, retirement, pensions, etc.

10.6 Verification of Expenses

10.6.1 Medical Expenses

Elderly and disabled families may submit unreimbursed medical expenses for consideration in their adjusted income amount. Medical expenses will be verified by written third-party documents provided by the family, such as pharmacy printouts or receipts. NOHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. NOHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12-months.

10.6.2 Disability Assistance Expenses

Disabled families may submit disability assistance expenses for consideration in their adjusted income amount. Expenses for attendant care and auxiliary apparatus will be verified by written third-party documents provided by the family. The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

NOHA may verify that the expenses claimed actually enable a family member(s), (including the person with disabilities) to work. NOHA may request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member(s) to work. To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

10.6.3 Child Care Expense Verification

Families may submit child care expenses that are not otherwise paid by another source. NOHA may verify that the family member(s) that has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities. In the event third-party verification is not available, NOHA may provide alternative options for the family to provide verification or self-certification.

CHAPTER 11: ONGOING PROGRAM OPERATIONS

11.1 Annual Reexaminations

Links: [24 CFR 982.516](#); [24 CFR 5.612](#)

NOHA will conduct a reexamination of income and family composition annually by mail, in person, on-line or electronically. The participant and all adult family members must complete, sign and submit all the required documents within the specified time period.

The annual reexamination will be effective on the first of the month. When the tenant portion increases, participants will be notified 30 days prior to the effective date of the increase. However, if processing of the reexamination is delayed due to participant noncompliance or delay, the participant waives their right to 30 days notice.

If the family size has changed, NOHA will increase or decrease the voucher size as appropriate at the annual reexamination. The current utility allowance schedule will be applied to the assistance calculation.

Participants are required to provide documents such as social security cards, birth certificates, citizen declaration forms, etc., upon request, at annual reexamination, interim certification, or at any time requested by NOHA.

The annual reexamination will not re-verify eligibility income limits, except where the Head of Household is a full-time student.

NOHA may follow up by telephone, email and/or require in-person appointments with participants, as needed, to request additional information, seek clarification, review reexamination documents, and/or conduct quality control.

Participants may be provided up to two opportunities to complete the reexamination requirements within the prescribed timeframes. If all documents and information are not submitted to NOHA within the timeframe, and any allowed extensions, the family's assistance may be terminated effective on the participant's reexamination effective date for failure to comply with their family obligations.

11.1.1 Streamlined Income Determinations

[Notice PIH 2016-05](#)

For any family member with a fixed source of income, NOHA may determine that family member's income using a streamlined income determination by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

A family member with a fixed source of income is a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance; federal, state, local, or private pension plans; annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

For any family member whose income is determined by a streamlined income determination, third-party verification of all income amounts is required every 3 years.

11.2 Interim Reexaminations

Rent and other charges shall remain in effect for the period between regularly scheduled reexaminations, except when household composition or income changes in accordance with the following. The family must report changes in income expected to last more than thirty days and/or household composition to NOHA within 30 days of the change. Families are not required to report cost of living adjustments to recipients of Social Security, SSI, TANF, and Veteran's Assistance.

11.2.1 Changes to Household Composition

The family must inform NOHA of an addition of a family member as a result of birth, adoption, or court-awarded custody of a child or the removal of a family member from the household within 30 days.

A participant family must request from NOHA and upon approval of NOHA, may add an additional adult family member to the household under the following circumstances:

1. A family member (spouse, sons, daughters, brothers, sisters, parents, grandparents, grandchildren, cousins, nieces, nephews) of an existing household member; unrelated/unmarried partners who show proof of intention to live as a family.
2. Such member must be eligible for participation in the Housing Choice Voucher Program;
3. Such member has supplied documentation of Social Security Number prior to move-in. If the member is a child six or under, the household has 90 days after move-in to submit the documentation.
4. Such member's income must be considered in calculation towards rent;
5. The addition of the family member will be in consideration of a reasonable accommodation or for humanitarian reasons (requests to add a live-in aide to the household must also be in writing or prescribed electronic format).

All other additions to participant families shall be considered only on a case-by-case basis and must be documented at the time such changes occur. A criminal background check is required for all requests to add adult household members or live-in aides to the household. NOHA's prior approval of adult additions to the household is required.

NOHA will not approve the addition of a new family member or household member unless the individual meets NOHA's eligibility criteria and documentation requirements. NOHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards. Only those persons listed on the most recent certification form and lease shall be permitted to be included in the family composition. NOHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

Applicants or participants who fail to notify NOHA of additions to the household or who permit persons to be added to the family composition without undergoing screening are in violation of program requirements. Persons added without Landlord and/or NOHA approval will be considered unauthorized occupants and the entire household may be terminated from the Housing Choice Voucher Program.

11.2.2 Interim Changes Affecting Income or Expenses

Interim reexaminations may be scheduled either because NOHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

Families are required to report changes in household income expected to last more than 30 days within 30 days. Interim reexaminations will be conducted when a family reports and verification supports an income decrease. Interim reexaminations may be conducted when income increases in the following instances:

- A family member with income that previously had no income
- The family previously failed to report income in accordance with NOHA policy
- The family is participating in the FSS program

11.2.3 NOHA-Initiated Interim Reexaminations

NOHA may conduct an interim reexamination at any time:

- In order to make corrections or to investigate a participant fraud complaint.
- For families reporting zero (\$0) income.
- If at the time of the annual reexamination, participant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, NOHA may conduct an interim reexamination.

During any reexamination, families reporting \$0 income may be required to have all adult household members sign a certification of zero income. NOHA may require the household to complete detailed family expense form to identify household income. Participants may be asked to provide information that verifies the source of income that allows them to meet monthly financial obligations.

11.2.4 Interim Reexamination Effective Dates

If the family's share of rent is to increase:

- The increase will become effective on the first day of the second month following the date the change occurred.

- If a family fails to report a change within the required timeframe or fails to provide all required and requested information within the required timeframe, the increase will be effective retroactive to the date the rent would have been effective had the information been provided on a timely basis. The family waives its right to a 30-day notice of a rent increase, such that the new rent amount and the amount owed retroactively become due the first of the month after the failure to report was discovered.

If the family's share of rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported and all required and requested information has been received.

11.3 Family Moves

[24 CFR 982.1\(b\)\(2\)](#)

A family may request to move to a new unit if:

- The initial term of the lease has expired and proper notice has been given to the landlord and to NOHA.
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family. The owner and family must agree in writing to a mutual rescission of the lease in order for NOHA to approve a move during the lease term. If the owner a mutual rescission, the family will not be allowed to move unless NOHA otherwise determines VAWA or other health and safety provisions prevail.
- For non-lease violations only: the owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family. The family must give NOHA a copy of any owner eviction notice and eviction for lease violation may result in termination from the program.
- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to NOHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit.
- NOHA has terminated the assisted lease for the family's unit for the owner's breach of the HAP contract.
- NOHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- The family is in good standing with NOHA.
- The family does not owe NOHA money.

Families are not permitted to move in the first term of the lease or while in any subsequent lease term, unless the owner and family mutually agree to do so. Families will not be permitted to move more than once in a 12-month period unless required to do so by NOHA to meet HQS or other program objectives, to protect the health or safety, or in the case of an emergency.

Situations such as witness protection program, victim of violent crime, medical necessity, employment necessity, and landlord caused failed HQS, may necessitate a move in the first term of the lease, or in the term of a subsequent lease. The circumstances must be documented in writing and approved by NOHA.

Required Moves

NOHA may require participant families to move from one unit to another unit if:

- NOHA has terminated the unit for the owner's breach of the HAP contract or unit is in foreclosure; or
- NOHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- The unit is not in compliance with HQS.

If a participant family fails to move when a move is required, they may be terminated from the program.

11.3.1 Denial of Moves

[Notice PIH 2016-09](#)

NOHA may deny moves in the following circumstances:

- Applicants who are seeking to move under Portability who are not income eligible in the receiving PHA's jurisdiction.
- Participant families that have moved out of their assisted unit in violation of the lease. NOHA will grant an exception to this in the situation where the only reason for the violation of the lease was due to circumstances surrounding being a victim or domestic abuse, dating violence, sexual assault, or stalking.
- The move would be the second move within one year from the last approved relocation, unless the move will provide for education opportunities, job training, gainful employment, avoiding a domestic violence situation, or to access specialized medical care required by a household member that is not offered in NOHA's jurisdiction.
- There is insufficient funding for continued assistance.
- The family has violated a Family Obligation.
- The family owes NOHA money.
- NOHA will deny a family permission to move on grounds that NOHA does not have sufficient funding for continued assistance if: (a) the move is to a higher cost unit (within NOHA jurisdiction) or to a higher cost area (for portability moves); (b) the receiving PHA is not absorbing the voucher (applicable only to portability moves); and (c) NOHA would be unable to avoid termination of current participants during the calendar year in order to remain within its

budgetary allocation for housing assistance payments (including any available HAP reserves). This policy applies to moves within NOHA's jurisdiction as well as to moves outside it under portability.

- NOHA will maintain a list of families who have been denied to move due to insufficient funding, including the date of the original request and whether the request was due to a reasonable accommodation or VAWA. When funds become available, NOHA provide families notice and will begin to process requests to move in the order received – from oldest to newest – with preference to families whose request to move was due to a reasonable accommodation or VAWA.
- Families who do not respond to the notification that funds are again available and may again request to move will be removed from the list held by NOHA.

NOHA may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

11.3.2 Move Process

If NOHA determines a family eligible to move, the family will be issued a voucher to move and provided any other necessary information. If the family and owner agree to extend the move date, the extension must be submitted to NOHA in writing, signed by both the family and owner, must include the new effective date of the move, and must be submitted before the original effective date of the move notice.

All actions regarding moves (Request for Tenancy Approval, owner approval, initial inspection, initial rent burden, rent reasonableness, voucher term, voucher extensions, etc.) are the same as stated elsewhere in this Plan.

NOHA's policy regarding moves applies to moves within NOHA's jurisdiction as well as to moves outside its jurisdiction under portability. NOHA may limit moves at any time due to HUD funding constraints.

11.3.3 Duplicate Housing Assistance Payments with a Move

[24 CFR 982.311\(d\)](#)

If a participant family moves from an assisted unit with continued participant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy. HAP payments to a former owner beyond the month of the move into a new unit must be recaptured by NOHA and may not be kept by the former owner.

11.4 Portability

[24 CFR 982.353\(b\)](#)

11.4.1 Outgoing Portability

[24 CFR 982.353\(c\), \(d\); 982.355\(c\)\(1\)](#)

Applicants

A family that has not yet leased a unit under the housing choice voucher program is eligible for portability, if the head of household or spouse was a resident of NOHA's jurisdiction for a least one (1) year at the time the application for assistance was submitted. A "resident" for the purpose of determining eligibility for portability, is a person who has a legal domicile (e.g., residency) in NOHA's jurisdiction. The applicant must provide NOHA with verifiable documentation to prove residency prior to being permitted to exercise portability of their voucher. A current lease, school records, a voter registration or other similar records are acceptable forms of documentation to demonstrate and certify legal domicile. NOHA will consider exceptions to this policy for purposes of reasonable accommodation or reasons related to domestic violence, dating violence, sexual assault, or stalking.

Participants

After being housed in NOHA's jurisdiction, the participant will not be permitted to exercise portability during the first year of assisted occupancy, except in the following circumstances:

- The family's move will provide education opportunities, job training or gainful employment, or access to specialized medical care required by a family household member that is not offered in NOHA's jurisdiction; or
- A family member is a victim of domestic violence, dating violence, or stalking, and by relocating outside the PHAs jurisdiction will protect the family or a family member from domestic violence, dating violence or stalking.

NOHA will not permit families to exercise portability:

1. If the family is in violation of a family obligation; or
2. If the family owes money to NOHA for overpayment of subsidy; or
3. If the family has moved from the assisted unit in violation of the lease.

Families must notify NOHA when they want to move out of NOHA's jurisdiction using the portability feature. Families that are new admissions to the HCV program must meet the income eligibility requirements both for NOHA and also in the jurisdiction where the family intends to move to ("the Receiving PHA"). Participant families must also meet the income eligibility requirements in the area to which the family plans to move only and will not be required to re-verify income eligibility with NOHA.

NOHA will not approve extensions to a voucher issued to an applicant or participant family porting out of NOHA's jurisdiction except under the following circumstances:

- the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA; or
- the family decides to return to the initial HPHA's jurisdiction and search for a unit there.

11.4.2 Incoming Portables

NOHA may absorb or administer some or all incoming portable vouchers based on funding available.

NOHA may conduct a new reexamination of family income and composition, for any family moving into its jurisdiction under portability.

CHAPTER 12: Denial of Assistance to Applicants and Termination of Assistance to Participants

Links: [24 CFR 982.552\(a\)\(2\)](#); [24 CFR 982.553\(a\)](#)

12.1 Evidence and Considerations

NOHA may consider all relevant circumstances in evaluating a decision to terminate or deny assistance. Evidence of criminal activity includes, but is not limited to: engaging in and/or any record of convictions, arrests, or evictions for suspected criminal activity of household members within the past 5 years.

NOHA will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by NOHA inspectors and/or investigators, and evidence gathered from NOHA incident reports.

NOHA will consider the following factors prior to making its denial or termination decision:

- Evidence of the applicant or participant's participation in or willingness to participate in social service or other appropriate counseling service programs
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
 - NOHA will require the applicant/participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.
- Whether the cause of the unfavorable information may be that the applicant/participant is the victim of domestic violence, dating violence, sexual assault or stalking.
 - NOHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to a unit, a prior arrest record) that would warrant denial under NOHA's policies. Therefore, if NOHA makes a determination to deny admission to an applicant family, NOHA will include in its notice of denial/termination a statement of the

protection against denial provided by VAWA and a description of NOHA's confidentiality requirements.

- A request that an applicant/participant wishing to claim this protection submit to NOHA documentation meeting the specifications below with her or his request for an informal review for an applicant and an informal hearing for a participant.
- The existence of mitigating factors, such as loss of employment or other financial difficulties.
- If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission or termination of assistance, NOHA will determine whether the behavior is related to the disability. If so, upon the family's request, NOHA will determine whether alternative measures are appropriate as a reasonable accommodation. NOHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial or termination.

As a condition of receiving or keeping assistance, a family may agree to remove the culpable family member from the application or unit. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the HCV unit. An incarcerated culpable family member may not be an applicant, participant or guest for five years from incarceration release date. The family must present evidence of the former family member's current address upon NOHA request.

12.2 Denial of Assistance

NOHA may deny housing assistance to any applicant household:

5. Who does not meet eligibility requirements, including providing valid social security number information for all household members;
6. Who has any household member who refuses to sign or submit consent forms;
7. Wherein the Total Tenant Payment is greater than the Payment Standard;
8. Who has any household member who has been evicted from public housing within the past five years or has outstanding balances to any PHA as recorded in HUD's EIV data system;
9. If NOHA has ever terminated assistance to any household member under the Housing Choice Voucher Program; and
10. Who has any household member who illegally possesses weapons.

NOHA may deny or terminate housing assistance to any applicant or participant household who:

1. Violates program obligations, including compliance with HQS.
2. Commits fraud in connection with the HCV program or any other Federal housing assistance program. If NOHA determines that the family committed willful and intentional fraud, NOHA may require the family to repay any amount owed in full or the family's assistance may be terminated. NOHA may, at its discretion, offer the applicant or participant the opportunity to enter into an agreement to repay the amounts owed to NOHA or another Housing Authority. If

NOHA elects to make such an offer, the agreement shall be on terms prescribed by NOHA.
NOHA may, at any time, deny or terminate assistance for breach of such agreement.

3. Misrepresented or does not provide complete information related to eligibility, including income, expenses, family composition or rent.
4. Owes money to NOHA or any other Housing Authority in connection with the Housing Choice Voucher Program or the Public Housing Program, if an applicant; or owes money to NOHA and breaches a reimbursement agreement, if a Housing Choice Voucher participant;
5. Has engaged in or threatened abusive or violent behavior toward NOHA personnel;
 - Abusive or violent behavior towards NOHA 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.
6. Has \$0 in housing assistance payments paid on the family's behalf for six months;
7. Is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
8. Is convicted of other drug-related, violent or non-violent criminal activity within the past five years.
9. Is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household is known to have lived.
10. A pattern of abuse of alcohol, including, but not limited to, public intoxication and driving while intoxicated. A pattern (for the purposes listed above) consists of three or more incidences, with a minimum of one incident occurring within the past five years.
11. Has any household member who illegally possesses weapons.
12. The family fails to provide required documentation and/or fails to sign and submit any required consent forms.
13. Any other HUD required reason.

Per the Violence Against Women Act, the following tenancy protections have been instituted for victims of actual or threatened domestic violence or stalking:

- Incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault will not be considered to be "serious or repeated" violations of the lease or other "good cause" to terminate the assistance of victims of abuse.
- Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance if a member of the tenant's immediate family is the victim or threatened victim of that abuse.
- If an assisted household member engages in criminal acts of physical violence against family members or others, NOHA may terminate assistance to the offending household member in

order to terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

- These protections will only be afforded to participants that complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault or provide other documentation in lieu of the form within specified timeframes. See Section O for documentation requirements.
- These statements do not limit the authority or ability of NOHA to terminate assistance to any tenant under program guidelines if either NOHA or the unit owner/manager can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

NOHA will deny admission to an applicant family if NOHA determines that any household member is currently engaged in, or has engaged in any of the activities within the past five (5) years

12.3 Notice of Denial

NOHA will notify applicant families in writing of any decision to deny assistance.

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, NOHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 15 days to dispute the accuracy and relevance of the information. If the family does not contact NOHA to dispute the information within that 15-day period, NOHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

12.4 Denial of Assistance for Noncitizens

[24 CFR 5.514\(d\)](#)

Denial of assistance based on immigration status is subject to special hearing and notice rules. NOHA will notify applicant families of denial of assistance in accordance with HUD regulations. When NOHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 15 days of the determination. The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with NOHA. The informal hearing with NOHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice will inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

When NOHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, NOHA will notify the family of the results of the USCIS verification. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results, made

by the family directly in writing to the USCIS. The family must provide NOHA with a copy of the written request for appeal and proof of mailing within 10 business days of mailing the request to the USCIS.

NOHA will send written notice to the family of its right to request an informal hearing upon notice of the USCIS decision regarding the family's immigration status.

12.5 Termination of Assistance

Links: [24 CFR 982.455](#); [24 CFR 982.551](#), [552](#), [553](#); [24 CFR 5.514\(c\)](#); [24 CFR 5.218\(c\)](#); [24 CFR 982.311\(d\)](#); [Notice PIH 2010-3](#); [Notice PIH 2010-9](#)

12.5.1 Grounds for Termination of Assistance

NOHA may terminate assistance for certain actions and inactions of the family. Termination of assistance for a participant may include any or all of the following actions by NOHA:

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

NOHA is required to terminate assistance for any or all of the following circumstances:

- Family choice

The family requests that NOHA terminate housing assistance payments on behalf of the family at any time.

- Family with Zero Assistance

If the family has received zero assistance in 180 days, NOHA must terminate assistance. If the participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero. The family must notify NOHA of the changed circumstances and request an interim reexamination before the expiration of the 180-day period.

- Eviction

[24 CFR 982.552\(b\)\(2\)](#), [24 CFR 5.2005\(c\)\(1\)](#)

NOHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

- Failure to provide consent

NOHA must terminate assistance if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination.

- Failure to document citizenship
[24 CFR 5.514](#);

NOHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or if NOHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis.

- Failure to Disclose SSN:
[24 CFR 5.218](#)

NOHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

NOHA may defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the family's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family or other emergency, if there is a reasonable likelihood that the family will be able to disclose an SSN by the deadline.

- Threat to Other Participants
- NOHA may terminate assistance when any household member engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other participants or by persons residing in the immediate vicinity of the premises. Immediate vicinity means within a three-block radius of the premises.
- Methamphetamine Conviction
[24 CFR 966.4](#)

NOHA must immediately terminate assistance if NOHA determines that any household member has ever been convicted of manufacture or production of methamphetamine in any location, and/or on the premises of federally-assisted housing.

- Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation

NOHA will terminate assistance if NOHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

- Other Serious or Repeated Violations of the Family Obligations of the HCV Program

- Fugitive Felon or Parole Violator

NOHA will terminate assistance if a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

- Persons subject to sex offender registration requirement.

NOHA will terminate assistance if any member of the household has, during their current participation in the HCV program, become subject to a registration requirement under a state sex offender registration program regardless whether it is for life time or not.

- Crime On or Off the Premises

- Drug related convictions; alcohol related convictions (if it indicates an ongoing pattern); fraud;
- Acts of violent behavior convictions; and/or crimes of violent behavior

Applicants/participants must report any convictions from criminal activity which occurs after the application review (this includes residents, participants and those that have not yet moved into NOHA assisted housing program(s) and after program approval and move-in.

NOHA will allow applicants and participants to address and present mitigating circumstances regarding criminal activity prior to final decision. (See Section 5.6)

HCV Program Violations That May Lead to Termination

- Discovery of facts after admission to the program that would have made the participant ineligible.
- Discovery of false statements or fraud by the participant in connection with an application for assistance or with a reexamination of income.
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for NOHA to make determinations with respect to rent, eligibility, and unit size.
 - After issuance of the termination notice, but before the effective date of the termination, the participant may provide the missing data. It is solely NOHA's discretion whether to accept the data or to proceed with termination.

- Missed appointments per policy and procedure requirements.
- Failure to transfer to an appropriate size unit based on family composition, upon notice by NOHA that such a move is required for HQS compliance.
- Failure to permit access to the unit by NOHA after proper advance notification for the purpose of performing routine inspections.
- Failure to inform NOHA within 30 days of changes in household composition.
- If the family has breached the terms of a repayment agreement entered into with NOHA.
- If a household member has engaged in or threatened violent or abusive behavior toward NOHA personnel.
 - Abusive or violent behavior towards NOHA 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.
- Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- If the family does not remedy family-caused HQS failures in the required timeframe.
- If the family does not allow NOHA to inspect the unit at reasonable times and after reasonable notice.
- If the family repeatedly breaks obligations under the lease or for serious violations of the lease, including, but not limited to:
 - If the family does not give proper notice to NOHA and the owner before moving out of the unit.
 - The family does not give NOHA a copy of any owner eviction notice as required in this Administrative Plan.
 - If the family is not using the assisted unit for residence by the family and/or the assisted unit is not the family's only residence.
 - If the family has non-approved persons residing in the unit.
 - If the family does not promptly notify NOHA that a family member no longer resides in the assisted unit.
 - If the family fails to connect or the utility company disconnects utilities that the participant is responsible for paying.

- If the family engages in profit making activities in the assisted unit which are not incidental to the primary residential use of the unit.
 - Limitation on Profit Making Activity in the Unit:
 - If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it is considered a violation.
 - If NOHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.
 - If the family subleases, lets, assigns the lease or transfers the unit.
 - If the family does not notify NOHA of an absence from the unit, and if the family does not provide NOHA any requested information regarding the absence.
 - If the family owns or has any interest in the unit.
 - If the unit fails HQS inspection due to tenant caused violations, serious or repeated damage to dwelling unit,
 - If the family or its guests engage in repeated activities which interfere with the peaceful enjoyment of the premises by other residents documented by police reports, neighborhood complaints or other third party information.
 - If the owner terminates tenancy through court action for serious or repeated violation(s) of the lease, including but not limited nonpayment and damage to the unit.
- If any family member is receiving or received Section 8 participant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative housing assistance program.
- If the family breaches an agreement with NOHA to pay amounts owed to NOHA or amounts paid to an owner by NOHA.
- Insufficient ACC funding to support continued assistance for families in the program.
- If the family fails to disclose to NOHA any HUD notification it has received regarding discrepancies in the amount or verification of family income.
- Any other HUD required reason.

12.5.2 Termination of Tenancy by the Owner

An owner may evict the resident from the unit only by instituting a court action and only for one of the following reasons:

- Serious violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease;

- Violation of Federal, State or local law which imposes obligations on the resident in connection with the occupancy or use of the dwelling unit and surrounding premises; or
- Other good cause (only permitted after expiration of the initial lease term).

Owner termination of residency for other good cause may include:

- The tenant's failure to accept the offer of a new lease in accordance with HUD regulations;
- A history of disturbances of neighbors or destruction of property;
- Living or housekeeping habits resulting in damage to the unit or property;
- Criminal activity by family members involving crimes of physical violence to persons or property;
- A business or economic reason; and
- The owner's desire to utilize the unit for personal or family use.

Per the requirements of the Violence Against Women Reauthorization Act (VAWA), unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, an owner/manager may "bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove, or terminate occupancy rights for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict any tenant under program guidelines if s/he can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

This list of examples is intended as a non-exclusive statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list.

If the owner opts not to renew the Lease or to terminate the HAP contract for a business or economic reason (such as the sale of the property, renovation of the unit or desire to rent the unit at a higher rate) or if the HAP contract is to expire, the owner must give written notice to the family and NOHA in accordance with the lease.

The owner must notify NOHA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the resident under State and local law. The notice to NOHA may be given by furnishing to NOHA a copy of the notice to the tenant.

12.5.3 Termination of Tenancy by the Family

The tenant may terminate the lease without cause at any time after the initial term of the lease, according to the requirements stated in the lease, with written notice by the tenant to the owner (with a copy to NOHA). The tenant may, however, only receive a Voucher to move if it has been at least 12 months since the last household move with assistance.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, dating violence, stalking or sexual assault. NOHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault or provide other documentation in lieu of the form. See VAWA in this Plan.

12.6 Termination Notification

In any case where NOHA decides to terminate assistance to the family, NOHA will give both the family and the owner a 30-day written termination notice. However, if a family vacates the unit without informing NOHA, 30 days-notice will not be given. In these cases, the notice to terminate will be sent and effective at the time NOHA learns the family has vacated the unit.

When a family requests to be terminated from the program, they must do so in writing to NOHA.

12.7 Removal of a Family Member from the Application

Link: [24 CFR 982.552\(c\)\(2\)\(ii\)](#)

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon NOHA request.

12.8 Reasonable Accommodation Related to Denials or Terminations

[24 CFR 982.552\(2\)\(iv\)](#)

NOHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation.

When applicants with disabilities are denied assistance, the notice of denial must inform them of NOHA's informal review process and their right to request a review. In addition, the notice will inform

applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, NOHA will determine whether the behavior is related to the disability. If so, upon the family's request, NOHA will determine whether alternative measures are appropriate as a reasonable accommodation. NOHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

12.9 Repayment Agreements

[PIH Notice 2017-12](#); [PIH Notice 2018-18](#)

If a family owes amounts to NOHA, as a condition of continued occupancy, NOHA may require the family to repay the full amount or to enter into a repayment agreement when required by HUD regulations.

The family will have the option to repay the amount owed as follows:

- In a lump sum payment; or
- Monthly installment; or
- A combination lump sum payment and monthly installments.

Any repayment agreement between NOHA and a family must be signed and dated by NOHA and by the head of household and spouse/co-head (if applicable). If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, NOHA will terminate the family's tenancy and utilize other available collection alternatives including but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

The repayment agreement will include the total amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. The amount of the monthly repayment together with the family's TTP will not exceed 40% of the family's adjusted monthly income. The amount of the monthly repayment may be adjusted as adjustments are made to the family's TTP.

If NOHA determines that the family committed fraud or was grossly irresponsible, NOHA may require the family to repay the entire amount in full or have its assistance terminated, since fraud or gross irresponsibility are considered a violation of a family obligation. When it is not financially feasible for the debt to be paid in full, NOHA, in its sole discretion, may offer the participant the opportunity to repay the debt over a period of time.

NOHA may at any time not enter into a repayment agreement and instead terminate the family's tenancy and pursue alternative collection methods. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and may be reported in

HUD's EIV system as a debt owed. NOHA may take such action, as necessary, to collect the amounts owed.

CHAPTER 13: Informal Reviews and Informal Hearings

NOHA provides a copy of the Informal Review and Hearing procedures in the family briefing packet. When possible and allowed by regulation/law, NOHA may conduct administrative reviews of informal hearing/review requests and provide alternate resolutions at its discretion before proceeding with the family's request for a review or hearing.

13.1 Informal Review Policy

Links: [24 CFR 982.554](#);

An applicant may request an informal review of NOHA's decision to deny the applicant's participation in the Housing Choice Voucher Program. Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

An applicant may request an informal review if the applicant:

- Is denied listing on the waiting list or for a preference
- Is denied a voucher
- Is denied participation in the Program including portability

Informal reviews will not be granted to applicants who dispute:

- The unit size (number of bedrooms) stated on the voucher.
- A determination that a unit does not comply with Housing Quality Standards including space requirements.
- A determination that a proposed lease is unacceptable.
- A decision to not approve a request for an extension of the term of the voucher.
- General policy issues, class grievances, or discretionary administrative determinations.

When NOHA determines that an applicant is ineligible for the program, NOHA will notify the applicant of their ineligibility in writing.

Informal review requests must be made in writing within the 15 business days from the date of NOHA's denial. If the request is not submitted timely, it will mean that the applicant waived their right to request an informal review. The informal review will be conducted by a person or panel other than the one who made the decision under review or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of NOHA. The review decision will be based only on evidence presented at the review by both parties. Evidence presented after the review will not be considered. Extensions for evidence will not be granted.

The person or panel conducting the informal review will make a recommendation to NOHA, but NOHA Executive Director or his/her designee is responsible for making the final decision as to whether admission should be granted or denied. If the informal review decision overturns the denial, processing for admission will resume.

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

13.2 Informal Hearing Policy

[24 CFR 982.555](#)

Informal hearings may be requested for the following reasons:

- Determination of the amount of the total tenant payment or tenant rent
- Determination of hardship regarding minimum rent
- Decision to terminate assistance
- Decision to deny a family move
- Appropriate utility allowance used from schedule
- Family unit size under NOHA subsidy standards
- Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account

NOHA is not required to provide an informal hearing in the following cases:

- Discretionary administrative determinations by NOHA, or to consider general policy issues or class grievances
- Determination that the unit does not comply with NOHA's Housing Quality Standards including space requirements for family size, that the owner failed to maintain the unit in a decent, safe, and sanitary manner in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease).
- Decision to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner
- Decision not to approve a family's request for an extension of the term of the Voucher issued to an assisted family which wants to move to another dwelling unit with continued participation
- Establishment of NOHA schedule of utility allowances for families in the program
- Disapproval of unit or lease

When NOHA determines that a participant should be terminated from the program, NOHA will notify the participant of their proposed termination in writing. The participant must submit the written request for an informal hearing within 15 business days of the date of the termination notice.

13.3 Conducting Informal Hearings

NOHA hearings will be conducted by a single hearing officer or a panel. NOHA will appoint a person or panel who has/have been selected in the manner required under the hearings procedure.

Hearings may be attended by the following applicable persons:

- A NOHA representative(s)
- Any witnesses for NOHA
- The participant
- Any witnesses for the participant
- The participant's counsel or other representative
 - If the participant is bringing legal counsel to the informal hearing, the participant must notify NOHA at least 24 hours in advance of the hearing.
- Any other person approved by NOHA as a reasonable accommodation for a person with a disability.

13.3.1 Hearing Decision

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

- NOHA Notice to the Family
- NOHA Evidence to Support NOHA Decision
- Participant Presented Evidence
- Validity of Grounds for Program Termination

13.3.2 Invalid Decisions

When NOHA considers the decision of the hearing officer/panel to be invalid based on HUD regulations and NOHA Policy, the Executive Director or his/her designee will send a notice to all parties attending the hearing that the decision is null and void. The notice will set a date and time for a new hearing.

13.3.3 Rights of the Applicant/Participant and NOHA

The applicant/participant must appear in person at the review/hearing and may be represented by an attorney, or other representative, at his/her own expense. If the family is being represented by an attorney, the family must notify NOHA of such 24 hours in advance of the review/hearing.

- The applicant/family and NOHA have the right to present evidence, both oral and written.
- The applicant/family and NOHA have the right to question any witnesses, and the right to state his/her case prior to the hearing officer's decision.
- The applicant/family has the right to arrange for an interpreter to attend the review/hearing, at his/her own expense.
- The applicant/family has the right to seek redress directly through judicial procedures of the court.
- NOHA has the right to make final submissions.

The applicant/family and NOHA have the right to review any documents directly relevant to the review/hearing. Review of documents will take place at NOHA office. Copying of any documents will be

at the expense of the requesting party. If the applicant/family or NOHA does not make the document available for examination on the request of the other party, that document may not be relied on during the review/hearing.

13.3.4 Review/Hearing Process

The review/hearing will follow the following guidelines:

- The review will be conducted by any person or persons designated by NOHA, other than a person who made or approved the decision under review or a subordinate of this person.
- All NOHA Denial and Termination notices will advise the applicant/family of his/her right to a review/hearing and the process to request a review/hearing.
- The applicant/family must request the informal review/hearing in writing within the required time frame (15 business days after receipt of notice from NOHA).
- NOHA will schedule the hearing within a reasonable timeframe, preferably before the effective termination date. If the hearing cannot be scheduled before the effective termination date, the effective termination date may be extended, based solely on the reason for the delay and at the sole discretion of NOHA.
- The notification of hearing will contain:
 - Date and time of the hearing
 - Location where the hearing will be held
 - Family's right to bring evidence, witnesses, legal or other representation at the
 - Right to view any documents or evidence in the possession of NOHA and upon which NOHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than five business days before the hearing date.
- If a family does not appear at a scheduled review/hearing and has not rescheduled the hearing in advance, the hearing officer will assume the family is no longer interested in the program and will uphold the denial/termination.
- The applicant/family will be given an opportunity to present written or oral objections to NOHA's decision.
- NOHA will notify the applicant/family of NOHA final decision after the informal review/hearing, including a brief statement of the reasons for the final decision.
- A hearing decision letter will also be sent to the owner, stating whether the termination was upheld or overturned.
- All requests for review, supporting documentation, and a copy of the final decision will be filed in the family's file.

13.3.5 Decisions Not Binding to NOHA

NOHA is not bound by a review/hearing decision on the following matters:

- A matter for which NOHA is not required to provide an opportunity for an informal review/hearing or otherwise in excess of NOHA of the person conducting the review/hearing.
- A decision given contrary to HUD regulations, requirements, or otherwise contrary to Federal, State or Local law.

In the event that a review/hearing decision is not binding to NOHA, the Executive Director or his/her designee will send a notice to all parties attending the review/hearing that the decision is null and void. The notice will set a date and time for a new hearing.

13.3.6 Hearing Provisions for Restrictions on Assistance to Non-Citizens

Assistance to the family will not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the USCIS appeal.

Assistance to a family will not be terminated or denied while NOHA hearing is pending; however, assistance to an applicant may be delayed pending NOHA hearing.

13.4 USCIS Determination of Ineligibility

If a family member claims to be an eligible immigrant, and the USCIS SAVE system and manual search do not verify the claim, NOHA will notify the applicant/family of their right to appeal to the USCIS within thirty calendar days or to request an informal hearing with NOHA either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, they must give NOHA a copy of the appeal and proof of mailing, or NOHA may proceed to deny or terminate. The time period to request an appeal may be extended by NOHA for good cause. Good cause includes medical emergency, employment emergency, family emergency, etc. The emergency must be documented in writing (doctor's statement, employer statement, independent agency statement, etc.)

The request for a NOHA hearing must be made within 15 business days of receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within 15 business days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this Plan for both applicants and families. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members NOHA will:

- Deny the applicant family.
- Terminate the family if the family does not qualify for deferral.

If there are eligible members in the family, NOHA will offer to prorate assistance or give the family the option to remove the ineligible members.

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Families whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights describes above) are entitled to a hearing based on the right to a hearing regarding determinations of Total Participant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

CHAPTER 14: Program Integrity

24 CFR [982.552\(c\)\(iv\)](#); [24 CFR 985](#)

NOHA anticipates that the majority of families and NOHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that NOHA's program is administered effectively and according to the highest ethical and legal standards, NOHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

14.1 Detecting Errors and Program Abuse

NOHA may employ a variety of methods to detect errors and program abuse, including:

- Using the results reported in any Independent audit or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of NOHA's error detection and abuse prevention efforts.
- Encouraging staff, participants, and the public to report possible program abuse.
- Reviewing all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation.
- Investigating inconsistent information related to the family that is identified through file reviews and the verification process.

For each investigation, NOHA will determine:

- Whether an error or program abuse has occurred
- Whether any amount of money is owed NOHA
- What corrective measures or penalties will be assessed

14.2 Consideration of Remedies

All errors and instances of program abuse will be corrected prospectively. Whether NOHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, NOHA will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members
- Any special circumstances surrounding the case
- Any mitigating circumstances related to the disability of a family member
- The effects of a particular remedy on family members who were not involved in the offense

14.3 Notice and Effective Dates

NOHA will inform the relevant party in writing of its findings and remedies. The notice will include:

- A description of the error or program abuse,
- The basis on which NOHA determined the error or program abuses,
- The remedies to be employed, and

- The family's right to appeal the results through an informal review or informal hearing.

Increases in the participant rent will be implemented retroactively to the date of the unreported income. The participant may or may not be offered a repayment agreement, based on the seriousness and length of the unreported income.

Any decreases in participant rent will become effective the first of the month following the discovery or retroactively if due to NOHA error.

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. NOHA may offer the family a repayment agreement. If the family fails to repay the amount owed, NOHA will terminate the family's lease.

14.4 Family Prohibited Actions

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to NOHA Board of Commissioners, employees, contractors, or other NOHA representatives
- Offering payments or other incentives to a third-party as an inducement for the third-party to make false or misleading statements to NOHA on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
- Admission of program abuse by an adult family member
- NOHA may determine other actions to be program abuse based upon a preponderance of the evidence.

14.5 NOHA Prohibited Activities

Any of the following will be considered evidence of program abuse by NOHA staff:

- Failing to comply with any HCV program requirements for personal gain
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant or participant
- Seeking or accepting anything of material value from applicants, participants, owners, vendors, contractors, or other persons who provide services or materials to NOHA
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of NOHA activities, policies, or practices
- Misappropriating or misusing HCV funds
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program

- Committing any other corrupt or criminal act in connection with any federal housing program

When NOHA determines that program abuse by a family or NOHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, NOHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14.6 Owner Prohibited Activities

[Title 18 U.S.C. Section 1001](#)

An owner participating in the HCV program must not:

- Make any false statement to NOHA.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by NOHA;
- Charging a security deposit other than that specified in the family's lease;
- Charging the family for services that are provided to unassisted tenants at no extra charge;
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
- Knowingly accepting incorrect or excess housing assistance payments;
- Offering bribes or illegal gratuities to NOHA Board of Commissioners, employees, contractors, or other NOHA representatives;
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to NOHA; or
- Residing in the unit with an assisted family.

14.6.1 Owner Remedies and Penalties

In the case of owner-caused errors or program abuse, NOHA will take into consideration (1) the seriousness of the offense; (2) the length of time since the violation has occurred; and (3) the effects of a particular remedy on family members who were not involved in the offense.

When NOHA determines that the owner has committed program abuse, NOHA may take any of the following actions:

- Terminate the HAP contract.

- Bar the owner from future participation in any NOHA programs.
- Refer the case to state or federal officials including the HUD Office of Inspector General (HUD-OIG for criminal prosecution.
- Require the owner to repay excess housing assistance payments.

NOHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months. If the debt is large, NOHA may allow the owner to pay in installments over a period of time.

14.6.2 Corrections to Subsidy Payments

When an incorrect subsidy is identified as a result of an error, program fraud, misrepresentation or abuse, NOHA will promptly correct the subsidy under- or overpayment. A subsidy under- or overpayment includes:

- An incorrect housing assistance payment to the owner;
- An incorrect family share established for the family; and
- An incorrect utility reimbursement to a family.

Families and owners will be notified of corrective actions and penalties, if any. Increases in the family share will be implemented only after the family has received 30 days advanced notice. Any decreases in family share will become effective the first of the month following the discovery of the error. The family will not be reimbursed when the family caused the underpayment.

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by NOHA staff.

When efforts to collect monies owed to NOHA (as described in the Family or Owner Remedies sections of this Plan) are unsuccessful, NOHA may also pursue collection through credit bureaus, small claims court, civil law suit, state income tax set-off program or other debt recovery solutions.

CHAPTER 15: Project Based Vouchers

[24 CFR 983](#)

15.1 Overview

Except as noted in this chapter, the Administrative Plan policies stated for the HCV program also apply to the PBV program. NOHA has been approved by HUD to allocate up to 200 allocated Housing Choice Vouchers of its Consolidated Annual Contracts (ACC) authorized units for project based assistance.

NOHA uses project-based vouchers to encourage new construction or rehabilitation, promote voucher utilization and increase supportive housing options. The proposed location of any PBV units must comply with the goals of deconcentrating poverty, expanding housing opportunities, affirmatively furthering fair housing and expanding housing and economic opportunities.

15.2 Proposal Selection

[24 CFR 983.52\(a\)\(b\)\(c\); §8\(o\)\(13\)\(B\) of the 1937 Act](#)

NOHA will select proposals for PBV assistance using either the Request for Proposal method or the Previous Competition method.

NOHA request for PBV Proposals.

NOHA may solicit proposals by using a request for proposals to select proposals on a competitive basis. NOHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

NOHA may select a proposal that was previously selected based on a competition.

This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(b) and (c)]

NOHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice must specify the submission deadline. Detailed application and selection information will be provided at the request of interested parties.

Request for Proposals for Rehabilitated and Newly Constructed Units

NOHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in local newspapers.

In addition, NOHA will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.

The advertisement will specify the number of units NOHA estimates that it will be able to assist with the funding that is available. Proposals will be due to NOHA by close of business not less than 21 calendar days from the date of publication.

In order for the proposal to be considered, the owner must submit the proposal to NOHA offices by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

NOHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP;
- Extent to which the project furthers the NOHA goal of deconcentrating poverty and expanding housing and economic opportunities;
- If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and
- Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, NOHA will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

Requests for Proposals for Existing Housing Units

NOHA will advertise its request for proposals (RFP) for existing housing in local newspapers within agency jurisdiction.

In addition, NOHA will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

The advertisement will specify the number of units NOHA estimates that it will be able to assist with available funding.

Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;
- Extent to which the project furthers NOHA goal of deconcentrating poverty and expanding housing and economic opportunities;
- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

- Extent to which units are occupied by families that are eligible to participate in the PBV program.

Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

NOHA may accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

NOHA will advertise in local newspapers. In addition to, or in place of advertising, NOHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. NOHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers NOHA goal of deconcentrating poverty and expanding housing and economic opportunities; and
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

Housing Authority-owned Units [24 CFR 983.51(e) and 983.59]

A NOHA-owned unit (or units) may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the NOHA-owned units were appropriately selected based on the selection procedures specified in the Administrative Plan. If a proposal is selected for housing that is owned or controlled by NOHA, NOHA must identify the entity that will review the proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of NOHA-owned units, the initial contract rent must be approved by an independent entity that is approved by HUD. In addition, HQS inspections must be conducted by a HUD approved independent entity.

PHA Notice of Owner Selection [24 CFR 983.51(d)]

NOHA will give prompt written notice (10 business days) to the party that submitted a selected proposal and must also give prompt public notice of such selection. The PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

15.3 Housing Assistance Payments (HAP) Contracts

[24 CFR 152](#)

15.3.1 Term of the HAP Contract

At the time of solicitation, NOHA will identify the anticipated term of the HAP contract. In general, NOHA will enter into long term PBV contracts, with a term that is equal to the longest term permitted by law. NOHA reserves the right to issue proposals or negotiate an initial term of the PBV contract that is less than the maximum allowable term, if NOHA determines that the shorter term of contract is mutually beneficial to NOHA, the owner and future tenants.

15.3.2 Extending the HAP Contract

At the conclusion of the initial term or any subsequent extensions, NOHA may agree to extend the PBV HAP contract up to the maximum term allowed at the time of the extension. Terms of a shorter period must be determined to be in the best interest of NOHA, the landlord and current residents of the PBV units.

15.3.3 Amendments to the HAP Contract

Amendment to Substitute Contract Units

NOHA will allow an owner to amend the PBV HAP Contract to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract units. NOHA will inspect the unit prior to the substitution and contract amendment to assure that the substitute unit is similar to the unit it is replacing and that the unit complies with the Housing Quality Standards.

Amendment to Add Contract Units

As authorized in and in accordance with 24 CFR 983.207, NOHA reserves the right to amend a PBV contract to add additional PBV units at any time during the three (3) year period immediately following the execution of the HAP Contract. Adding contract units will only occur when the additional units will not exceed 25 percent of the total number of dwelling units in the project (assisted and unassisted), (unless units were initially identified in the HAP contract as excepted from the 25 percent limitation and the 20 percent of authorized budget authority).

All amendments to the HAP contract are subject to the applicable PBV requirements (e.g., rents are reasonable), except that a new PBV request for proposals is not required. The anniversary and expiration dates of the HAP contract for the additional units will remain the same as the anniversary and expiration dates of the HAP contract term for the PBV units originally placed under HAP contract.

15.3 Unit Inspections

[24 CFR 983.103](#)

All contract units will be inspected and comply with Housing Quality Standards prior to HAP contract execution.

At least biennially during the term of the HAP contract, NOHA will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the

premises are maintained in accordance with the HQS. Turnover inspections are not counted toward meeting this inspection requirement.

If more than 20 percent of the inspected units in a building fail, NOHA will re-inspect 100 percent of the contract units in the building.

In the case of a property assisted with project-based vouchers that is subject to an alternative inspection, NOHA may rely upon inspections conducted at least triennially to demonstrate compliance with the inspection requirement.

Inspections for the entire building will occur at the same time. NOHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.

In the case of NOHA-owned units, the inspections will be performed by an independent agency designated by NOHA and approved by HUD.

15.5.1 Lead-based Paint

[24 CFR 983.101\(c\); HUD PIH Notice 2017-13](#)

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program. Under Subpart H, owners of target housing properties receiving more than \$5,000 annually per unit in project-based assistance are required to ensure that target housing receives a lead risk assessment by a certified risk assessor, regardless of whether there is a child under age 6 in residence, and that occupants are notified of the results of the risk assessment.

15.4 Initial Rent and Rent Increases

[24 CFR 983, Subpart G](#)

15.6.1 Initial Rent

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP Contract term.

15.6.2 Rent Increases

An owner's request for a rent increase must be submitted to NOHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

15.7 Tenant Selection

[24 CFR 983.255](#)

Except where noted in the Administrative Plan, NOHA's tenant selection procedures for its tenant-based programs apply for units assisted under the PBV Program. Applicants must meet all of NOHA's applicable eligibility requirements.

Except for units which are occupied by eligible tenants upon the commencement of the project based contract term, when a vacancy exists at a PBV site, NOHA will notify the next families on NOHA's Site Based Wait List. If a PBV applicant is also listed on NOHA's tenant-based wait list, an offer of a project-based unit and/or a rejection by the owner of the PBV housing unit will not impact the applicant's position on the tenant-based assistance list. If a dwelling unit to which assistance is to be attached under the project-based voucher program is occupied, NOHA must determine whether the unit's occupants are eligible for assistance. If a unit is occupied by an eligible family and the unit is selected by NOHA, the family must be placed in an appropriately size project-based assisted unit in the project without requiring the family to be placed on NOHA's waiting list.

In the event that there are an insufficient number of eligible persons on the waiting list, NOHA will place applicants referred by the owner on the waiting list. Eligibility for selection in the Project-based voucher program will be consistent with NOHA's tenant-based and project-based assistance programs.

NOHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," mobility impaired persons for accessible units). NOHA will not offer any additional preferences for the PBV program or for particular PBV projects or units. Where projects or buildings have specific eligibility requirements (e.g. age 55 and older only, referral only, available unit size), NOHA will select applicants that meet those specific requirements.

The owner chooses a tenant for occupancy from the qualified applicants referred by NOHA based on their written tenant selection policy. NOHA must approve the owner's tenant selection procedures. When a family is approved by the owner, they will execute a lease with the owner.

The owner must notify NOHA in writing (mail, fax, or e-mail) within 10 business days of the unit lease end date or expected lease end date. NOHA will make every reasonable effort to promptly refer families to the owner after receiving a vacancy notice from the owner.

15.8 Unit Moves/Transfers

15.8.1 Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259](#)

NOHA will promptly notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit. NOHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

The determination of the offer of continued assistance will be at the discretion of the NOHA. However, if NOHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, NOHA must terminate assistance payments for the project-based unit at the expiration of the term of the voucher.

If NOHA offers the family the opportunity for another form of continued housing assistance, except for tenant-based voucher assistance, and the family does not accept the offer, does not move out of the Project-based Voucher unit within a reasonable time, or both, the NOHA must terminate the housing assistance payments for the project-based unit.

15.8.2 Moves Requested by the Tenant

[24 CFR 983.261](#)

PBV participants have choice mobility: after one-year, families have the option to leave the PBV unit and receive a tenant-based voucher, if a voucher is available. If a PBV participant chooses mobility and moves with a tenant-based voucher, NOHA will supply the owner with a referral for a new PBV tenant. Families who wish to relocate with continued assistance must inform the owner and NOHA in writing not less than 30 days prior to the date they plan to vacate the unit and in accordance with the lease. NOHA will then place the family on a PBV-HCV Voucher program transfer list according to the date and time of receipt by NOHA of written notification of the family's 30-day notice of intent to vacate. NOHA will issue the next available tenant-based voucher to families on the PBV-HCV transfer list before proceeding to its regular HCV waiting list.

15.8.3 Moves from Excepted Units

NOHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to factors beyond the remaining family members' control.

In all other cases, when NOHA determines that a family no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception, NOHA will provide written notice to the family and owner within 15 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, NOHA will terminate the housing assistance payments at the expiration of this 30-day period. NOHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member. NOHA may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to NOHA, NOHA will amend the HAP contract to reduce the total number of units under contract.

15.8.4 Emergency Transfers

When a victim of domestic violence, dating violence, sexual assault, or stalking has lived in a PBV unit and has requested an emergency transfer from their current unit to another unit, NOHA will follow the VAWA policy contained in this Plan and the Emergency Transfer Plan as outlined in Appendix 2 as

the basis for PBV moves under VAWA.

15.9 Vacancy Payments

[24 CFR 983.352](#)

NOHA will decide on a case-by-case basis if vacancy payments will be provided to the owner. The HAP Contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments, which will in no event exceed 60 days.

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if NOHA determines that the vacancy is the owner's fault.

If NOHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, NOHA will notify the landlord of the amount of housing assistance payment that the owner must repay. NOHA will require the owner to repay the amount owed.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must properly notify NOHA. In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and NOHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by NOHA within 10 business days of NOHA's request, no vacancy payments will be made.

15.10 Reduction in HAP Contract Due to Vacancies

[24 CFR 983.25](#)

If no eligible family rents a vacant unit within one hundred and twenty (120) days of the vacancy, the NOHA may terminate its commitment to make additional assistance payments for the unit for the balance of the HAP contract.

In the event that NOHA is the owner, developer or operator, all required approvals will be obtained from HUD or its designee in lieu of NOHA.

Chapter 16: SPECIAL HOUSING TYPES

16.1 Introduction

As part of NOHA's ongoing commitment to provide equal access through reasonable accommodations, for the elderly and disabled NOHA will permit housing choice voucher's to be used in certain special housing types, specifically, congregate housing, group homes and shared housing. These three special housing types should provide "reasonable accommodations" for the elderly and disabled with special needs. In addition, NOHA administers a Section 8 Moderate Rehabilitation (MOD-Rehab) Program under an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD).

Federal housing quality standards (HQS) will apply to all specialized housing units and, it is understood that each special housing type identified has its own unique HQS requirements as well. These standards will be applied in accordance with state or local building code requirements or any facility state-licensing entity.

NOHA shall adhere to the requirements under 24 CFR Subpart M – Special Housing Types in providing specialized housing type opportunities. This includes determination of payments standards for special housing types, any non-standard requirements for determining utility allowances, calculating HAP payment, or determining the reasonableness of the rent.

16.2 Congregate Housing

Congregate housing provides elderly persons and/or persons with disabilities with semi-independent living options in facilities with shared central kitchen and dining area, while providing a private living area, i.e., living room, bedroom and bathroom. Food service is usually provided for residents of congregate housing. If a live-aide is needed in the congregate unit for a person with disabilities or frail elderly, NOHA may approve the live-in aide **as a reasonable accommodation**.

Housing quality standards for the housing choice voucher program apply to congregate housing. A refrigerator of appropriate size is required in the private living area of each congregate housing resident. The shared kitchen and dining areas must meet all required HQS requirements as well.

16.3 Group Homes

A group home is a state-licensed facility usually intended for occupancy by persons and/or person with disabilities, particularly, persons with mental and/or developmental disabilities. The group home must provide an assisted resident with a bedroom which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom and other appropriate social, recreational, or community space that are shared by all residents. No more than 12 persons may reside in the group home. This includes assisted or unassisted residents, and any authorized live-in aides. If a live-in aide is needed for an assisted resident, NOHA may approve the live-in aide **as a reasonable accommodation**.

Housing quality standards for the housing choice voucher program apply to group homes and must have at least one bathroom with toilet, fixed basin with hot and cold running water and a shower or bathtub with hot and cold running water. No more than four residents can be required to share a bathroom.

16.4 Shared Housing

NOHA shall allow housing choice vouchers to be considered on a case by case basis for use in “shared housing” and only in conjunction with providing reasonable accommodation for the frail elderly and persons with disabilities. Normally, shared housing is a single housing unit, usually a single detached multi-bedroom dwelling and is occupied by an assisted person and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for the assisted person. Under no circumstances may the assisted resident and the unassisted resident be related by blood or marriage. NOHA may approve a live-in aide if needed as a reasonable accommodation to care for a person with disabilities.

16.5 Single Room Occupancy (SRO)

Single-room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant, but requires the occupant to share sanitary and/or food preparation facilities. More than one person may not occupy SRO units.

CHAPTER 17: Homeownership

[24 CFR 982.625](#)

NOHA is not currently offering a homeownership program. NOHA's homeownership policy applies to current HCV participants who were approved for homeownership and are currently homeowners under NOHA's discontinued homeownership program.

17.1 Continued Assistance Requirements; Family Obligations

[24 CFR 982.633](#)

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, NOHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to NOHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement of family obligation and agree to comply with all obligations:

The family is obliged under the terms of its voucher subsidy to:

- Occupy the home as their primary place of residence.
- Comply with the terms of any mortgage securing debt incurred to purchase the home and any refinancing of such debt.
- Notify NOHA immediately of any defaults on a mortgage securing any debt incurred to purchase the home.
- Not sell, convey or transfer any interest in the home to any entity or person prior to informing NOHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer.
- During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property.
- Supply such certification, release information or documentation as NOHA determines to be necessary in the administration of the program, including information required by NOHA for a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- The family understands that continued Housing Assistance Payments from NOHA are reevaluated annually and continued assistance is not guaranteed. The family is responsible for the entire monthly mortgage payment (PITI) in the event that HAP is discontinued.
- The family must continue to comply with all the terms and conditions of the HAP contract.
- In the event that the family is unable to make its monthly mortgage payment, it must immediately contact NOHA to determine what options are available.
- The family must attend and complete ongoing homeownership and housing counseling as recommended by agency designated by NOHA.

- The family must remain in compliance with the Section 8 Homeownership requirements as long as they continue to receive HAP assistance.
- The qualifying family members must continue working. If there is a loss of employment, the family must immediately contact Section 8 Representative.
- The family must report all family income from all sources and the names of all persons living in the household.
- The family must report in writing to NOHA within thirty (30) days when there is any reported change in family composition, or any adult household member who was previously unemployed is now employed.
- The family must notify NOHA before the family moves out of the home.
- The maximum term or employment requirement does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
- If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term and employment requirement becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.
- Each member of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- Each member of the family must not participate in illegal drug or violent criminal activity

17.8 Maximum Term of Homeowner Assistance

[24 CFR 982.634](#)

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) will not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance the purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

17.2 Financing

[24 CFR 982.632](#)

NOHA reserves the right to review lender qualifications, loan terms and fees before closing on a loan and authorizing homeownership assistance. Additionally, NOHA may disapprove proposed, refinancing or other debt if it is determined that the debt is not affordable or that either the lender or the loan terms do not meet NOHA qualifications. In making this determination, NOHA may take into account other family expenses, such as childcare, non-reimbursed medical expenses, homeownership expenses, and other family expenses as determined by NOHA.

First mortgage lenders are not allowed to charge fees that exceed 1% of market interest rates and/or discounts points applicable to comparable products the lender offers. Owner financing is not permitted unless the seller is a non-profit organization approved by NOHA.

All participants must secure their own financing. Only 30 year, fixed rate, level payment, fully amortizing loans are eligible for use in the program. Participants may not secure adjustable rate mortgages nor mortgages with balloon payments.

17.3 Homeownership Assistance Payments and Expenses

[24 CFR 982.635](#)

The monthly homeownership assistance payment is the lower of the voucher payment standard minus the TTP or the monthly homeownership expenses minus the TTP. In determining the amount of the homeownership assistance payment at initial payment, NOHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described elsewhere in this plan for the Housing Choice Voucher program. The payment standard for subsequent years will be the higher of: (1) the payment standard in effect at commencement of homeownership assistance; or (2) the payment standard in effect at the most recent regular family reexamination

NOHA may pay the homeownership assistance payments directly to the family, or at NOHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, NOHA must pay the excess directly to the family. Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the

family. However, NOHA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

Homeownership expenses (not including cooperatives) only include amounts allowed by NOHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- NOHA allowance of \$75 annual reserves for maintenance expenses and costs for major repairs and replacements;
- NOHA utility allowance for the home;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home.
 - If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if NOHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;
- Land lease payments where a family does not own fee title to the real property on which the home is located; [see [24 CFR 982.628\(b\)](#)].
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

Homeownership expenses for a cooperative member may only include amounts allowed by NOHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- NOHA allowance of \$75 annual reserves for maintenance expenses and costs for major repairs and replacements;
- NOHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home.
 - If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if NOHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

17.4 Portability

[24 CFR 982.636](#)

Subject to the restrictions on portability included in HUD regulations and PHA policies, a family may exercise portability if the receiving PHA administers a voucher homeownership program and is accepting new homeownership families. The receiving PHA may absorb the family into its voucher program or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing and the physical condition of the unit are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program or if the family is unable to purchase a home within the maximum time established by NOHA.

17.5 Moving with Continued Assistance

[24 CFR 982.637](#)

In certain circumstances, a family receiving homeownership assistance may move with continued assistance through voucher rental assistance or voucher homeownership assistance. However, continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

NOHA may deny permission to move to a new unit with continued assistance due to:

- Lack of funding to provide continued assistance.
- In accordance with [24 CFR 982.638](#) regarding denial or termination of assistance.
- In accordance with NOHA's policies regarding the denial of moves.

NOHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

17.6 Denial or Termination of Assistance

[24 CFR 982.638](#)

At any time, NOHA may deny or terminate homeownership assistance in accordance with HCV program requirements in [24 CFR 982.552](#) (grounds for denial or termination of assistance) or [24 CFR 982.553](#)

(crime by family members). NOHA may also deny or terminate assistance for violation of participant obligations described in [24 CFR Parts 982.551](#) or [982.633](#) and in accordance with its own policy.

NOHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

A participant in the Homeownership Program will be entitled to the same termination notice and informal hearing procedures as set forth in this Administrative Plan.

CHAPTER 18: Family Self Sufficiency Program

[24 CFR 984.102](#)

NOHA is not currently offering a Family Self Sufficiency (FSS) program. NOHA's FSS policy applies to current HCV FSS participants who were admitted to the FSS program prior to the discontinuation of NOHA's FSS program. NOHA will maintain previously enrolled FSS commitments but acceptance of new families into the FSS program is contingent upon HUD coordinator funding.

The FSS program coordinates the delivery of assisted housing with existing supportive services. For further information, please refer to the FSS Action Plan.

18.1 Contract of Participation

[24 CFR 984.303](#)

Each family that participates in the FSS program must enter into a contract of participation with NOHA. The contract of participation must be signed by the head of the FSS family. The contract of participation provides that each FSS family is required to fulfill their obligations no later than 5 years after the effective date of the contract. NOHA may extend the term of the contract of participation for a period not to exceed two years for any FSS family that requests, in writing, an extension of the contract, provided that NOHA finds that good cause exists for granting the extension.

The contract of participation includes the individual training and services plan/s and sets forth the terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of NOHA, the services to be provided to, and the activities to be completed by, the head of the FSS family and each adult member of the family who elects to participate in the program.

In the event that the FSS family fails to comply with the Contract of Participation, without good cause, NOHA may:

- Withhold the supportive services;
- Terminate the family's participation in the FSS program; or
- Terminate or withhold the family's Section 8 assistance, except in the case where the only basis for noncompliance with the contract of participation is noncompliance with the lease, or failure to become independent from welfare assistance.

The contract of participation is considered to be completed, and a family's participation in the FSS program is considered to be concluded when one of the following occurs:

- The FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof; or
- 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on NOHA's occupancy standards. The contract of participation will be considered completed and

the family's participation in the FSS program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and services plans have not completed all the activities set forth in their plans.

- The contract of participation is automatically terminated if the family's Section 8 assistance is terminated in accordance with HUD requirements.

The contract of participation may be terminated before the expiration of the contract term, and any extension thereof, by:

- Mutual consent of the parties;
- The failure of the FSS family to meet its obligations under the contract of participation without good cause, including in the Section 8 FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA;
- The family's withdrawal from the FSS program;
- Such other act as is deemed inconsistent with the purpose of the FSS program; or
- Operation of law.
- *Option to terminate Section 8 housing and supportive service assistance.* NOHA may terminate or withhold Section 8 housing assistance, the supportive services, and the FSS family's participation in the FSS program, if NOHA determines, in accordance with the hearing procedures provided in 24 CFR 982.555 that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

18.5 FSS Account

24 [CFR 984.305](#)

An interest-bearing escrow account is established by NOHA for each participating family. Any increases in the family's rent as a result of increased earned income during the family's participation in the program result in a credit to the family's escrow account. Once a family graduates from the program, they may access the escrow and use it for any purpose.

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the section 8-assisted lease, the balance in the family's FSS account will be reduced by that amount (as reported by the owner to the PHA in the Section 8 FSS program) before prorating the interest income. If the FSS family has fraudulently under-reported income, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

Chapter 19: FAMILY UNIFICATION PROGRAM (FUP)

19.1 Introduction

The purpose of the Family Unification Program is two-fold: (1) to prevent children from being separated from their families due to inadequate housing, or (2) to facilitate the reunification of families who have been separated as a consequence of behavior on the part of the parent, when housing is the final barrier to overcome. Northwest Oregon Housing Authority has 75 Family Unification Program (FUP) vouchers and the Special Programs Coordinator is responsible for management of the program.

Section 8 rules apply to the FUP vouchers with a few exceptions, as delineated below.

19.2 Waiting List

Per HUD, recipients of a FUP Certificate of Eligibility will be placed on the FUP Waiting List. If they are not currently on the regular waiting list, they will be sent a Section 8 Pre-Application if the regular Section 8 Voucher waiting list is open.

Once a household is leased under the Family Unification Program, they will be marked “FUP voucher-holder” in the Comments section of the S8 waiting list. NOHA will update their waiting list status at their annual re-certification; it will not be necessary to send them the annual update letter.

Once a FUP voucher-holder’s name is pulled from the Section 8 waiting list, their voucher will be converted to a regular voucher, thus freeing up a FUP voucher. Their Section 8 waiting list entry will be marked as Housed and their Pre-Application paperwork will be filed in their Section 8 file.

19.3 Household Members

Only those members listed on the Certificate of Eligibility will be authorized by NOHA to be a part of the household during the first year of tenancy.

Though the children may not be a current part of the household, they will be included when determining occupancy standard. The dependent deduction will not be included in the calculations until the children are returned to the home.

19.4 Criminal History

Recognizing that recent criminal actions may have precipitated removal of the children from the household, NOHA will waive the five year timeframe specified in Section 3-III.B herein upon receipt of the following:

- Letter from Probation Officer indicating convicted applicant is in compliance;
- Letter from treatment provider indicating applicant is in compliance.

19.5 Conversion of FUP-Youth Vouchers

FUP-Y vouchers are limited to 18 months from issuance. However, HUD allows these vouchers to be converted to a standard voucher at the end of the FUP-Y period. NOHA will make the decision regarding conversion of the voucher in conjunction with the participant’s monitoring agency caseworker (e.g., DHS, Independent Living Program, County Mental Health).

APPENDIX 1

Definitions of Terms

Adult

A household member who has reached the age of legal majority in the State of Tennessee (18 years old) or a head, spouse, under the age of 18 who has executed the appropriate emancipated adult form.

Affiliated individual

With respect to an individual, means:

- a. 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
- b. Any individual, tenant, or lawful occupant living in the household of that individual.

Allowance for Dependents

A \$480 deduction is allowed for each family member who is a dependent. (See definition of Dependent.)

Allowance for Elderly and Disabled

A \$400 standard deduction is allowed for elderly and disabled households. (See definition of Disabled Family and Elderly Family).

Allowance for Disability Assistance Expenses

The amount of Disability Assistance Expense in excess of three percent of annual income that enables a family member (including the disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the disabled person or other family members to work.

Allowance for Medical Expenses

For Elderly and Disabled Families (see definition of Elderly Family below) the amount of medical expenses (see definition of Medical Expenses below) in excess of three percent of annual income.

Annual Income

The anticipated total annual income, before deductions, of an eligible family from all sources for the 12-month period following the date of determination of income. When the cash value of a family's assets is greater than \$5,000, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

Applicant

A person who has filled out an application or pre-application with NOHA for housing assistance.

Application

The full, formal and complete family information form signed by the head of household when the family is invited to complete eligibility determination. The applicant's signature (written or electronic) on the application form certifies that all information provided is complete and accurate.

Assets

The Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land. The value of necessary items of personal property such as furniture and automobiles is not considered an asset. The value of such assets will be determined in accordance with HUD guidance.

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.

Bifurcate

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

Certification

To formally confirm the information provided in a document through written or electronic signature.

Child

A child is defined as a minor.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen

Means a citizen or native of the United States.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Controlling interest

Controlling interest means:

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

- e. Holding more than 50 percent of all general partner interests in a partnership; or
- f. Having equivalent levels of control in other ownership structures. Most ownership structures are already covered in the categories listed above. This last category is meant to cover any ownership structure not already listed in the categories above. Also, under this category (f), a PHA must have more than 50 percent control in that ownership structure (an equivalent level of control) for the project to be considered PHA-owned.

Dating violence

Violence committed by a person:

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

Dependent

A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or is a Full-time Student.

Disabled Family

A family in which the head of household, spouse, or co-head of household is a disabled person.

Disabled Person

A person is considered disabled if one of the following definitions is met.

- a. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.
- b. A person having a physical or mental impairment that:
 - 1. Is expected to be of a 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.
- c. A developmental disability is a severe, chronic disability which:
 - 1. Is attributable to a mental and/or physical impairment;
 - 2. Was manifested before the age of 22;
 - 3. Is likely to continue indefinitely;

- i. Results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND
 - ii. Requires special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned or coordinated.
- d. No individual shall be considered a person with disabilities, for the purpose of eligibility for Housing Choice Voucher Housing assistance, on the basis of any drug or alcohol dependence.

Disability Assistance Expenses

Reasonable expenses in excess of three percent of annual income 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.

Displaced Person

A person displaced by government action 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.

Domestic violence

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.

Elderly Family

A family whose head or spouse (or sole member) is a person who is 62 years of age or older. It may include two or more Elderly Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well-being.

Elderly Person

A person who is at least 62 years of age.

Eviction

The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and Tennessee law, or for other good cause.

Extremely-Low Income Family

A family whose Annual Income does not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by HUD with adjustments for family size.

Family and Family Composition

Regardless of actual perceived sexual orientation, gender identity or marital status, a family is:

- a. A single person, who may be an elderly, displaced person, disabled person, near-elderly person or any other single person family. A single, pregnant woman is considered a two-person family for purposes of the Housing Choice Voucher Program.
- b. A group of persons residing together and such group includes, but is not limited to a family with or without children; an elderly family; a near-elderly family; a disabled family; a displaced family and the remaining member of a tenant family whose income and resources are available to meet the family's needs.

Family Share

The full amount of housing costs for which the family is responsible.

Family Rent to Owner

The amount paid by the family that is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

Fixed Income

Fixed-income includes income from:

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

Foster Care Payment

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

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.

Gender Identity

Actual or perceived gender-related characteristics.

Head of Household

An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

History or Practice

A history or practice refers to actions or activities that have occurred more than once (i.e. repeated).

HUD

The U.S. Department of Housing and Urban Development or its designee.

Lease

A written agreement between the family and the owner of a housing unit.

Live-in Aide

A person who resides with someone who is age 50 or older, disabled or handicapped person or persons and who:

- a. Is determined by NOHA to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and

Would not be living in the unit except to provide necessary supportive services.

A live-in aide does not qualify as the remaining member of a tenant family. A live-in aide may include more than one person.

Low Income Families

A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for family size.

Medical Expenses

Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

NOHA

Northwest Oregon Housing Authority.

Minimum Rent

The minimum monthly rent contribution to be paid by a family assisted under the Housing Choice Voucher program. The minimum rent established by NOHA is \$50 per month.

Mixed Family

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

Monthly Adjusted Income

1/12 of Annual Adjusted Income.

Monthly Income

1/12 of Annual Income.

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.

Owner (including a principal or other interested party)

Possessor of property.

Overcrowded Family

A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

Overhoused Family

A participant family with a greater number of bedrooms than required for the family members.

PHA-Owned Unit

A unit is “owned by a PHA if the unit is in a project that is:

- a. Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit);
- b. Owned by an entity wholly controlled by the PHA; or
- c. Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Pre-Application

A preliminary application form designed to collect information to determine preliminary eligibility for placement on the waiting list.

Portability Eligibility

Families whose head of household or spouse lived in the NOHA jurisdiction at the time of application.

Project

A single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land.

Reexamination

The process of securing documentation to recomputed rent and subsidy, and to determine that participants meet the eligibility requirements for continued assistance.

Reexamination Effective Date

The date established by NOHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. The anniversary of the first of the month the tenant was assisted under the assistance contract in effect.

Remaining Member of the Tenant Family

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live-in the unit after all other family members have left. A live-in aide, foster children and foster adults do not qualify as the remaining member of a tenant family.

Rent to Owner

The rent charged by the owner, including owner paid utilities.

Service Provider

A person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Sexual assault

Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Sexual Orientation

Homosexuality, heterosexuality or bisexuality.

Single Person

A person who lives alone or intends to live alone.

Spouse or Intimate Partner

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.

Stalking

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- a. Fear for the person's individual safety or the safety of others; or
- b. Suffer substantial emotional distress.

Supportive Services

Services that help support a family's successful tenancy and address their needs in a broad range of areas, including but not limited to: Household Training, Job Training, Self Sufficiency Services and Resources, Remedial Education and Substance Abuse Treatment.

Temporary Deferral of Termination of Assistance

A specific period of time in which the family would continue to receive full assistance before assistance is terminated.

Tolling

The suspension of the search time that a family is allotted on their voucher.

Total Family Income

Annual Income as defined above.

Total Tenant Payment

An amount equal to 30 percent of the family's monthly-adjusted income; 10 percent of the gross monthly income of the family occupying the dwelling unit; or the monthly minimum rent of \$50,

whichever amount is greater. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

Utility Allowance

An amount determined by NOHA as an allowance for the cost of utilities (except telephone and cable TV) payable directly by the tenant.

Utility Reimbursement

The amount by which the Utility Allowance for the unit exceeds the Family Share (negative rent).

VAWA

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

Very-Low Income Family

A family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size.

Veteran

An individual who has served in the United States Armed Forces.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local governments. Also known as Temporary Assistance to Needy Families (TANF).

APPENDIX 2

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

[PIH 2017-08](#)

Emergency Transfers

NOHA is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), NOHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of NOHA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether NOHA has another dwelling unit that is available and is safe to offer the participant for temporary or more permanent occupancy.

This plan identifies participants 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 participants on safety and security.

Eligibility for Emergency Transfers

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant 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.

A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Participants who are not in good standing may still request an emergency transfer if they meet the other requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the participant shall submit a written request for a transfer to another location. NOHA will provide reasonable accommodations to this policy for individuals with disabilities. The participant's written request for an emergency transfer should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under NOHA's program; OR

2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.

Confidentiality

NOHA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives NOHA 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. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant.

Emergency Transfer Timing and Availability

NOHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. NOHA will, however, act as quickly as possible to expedite administrative processes for participants who are a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit, or to a tenant-based voucher if available, in accordance with this Plan.

If a victim makes an emergency transfer request and has been living in a PBV unit for one year or more, NOHA will provide the victim priority to receive the next available opportunity for continued tenant-based rental assistance. If a victim has been living in a PBV unit for less than one year, NOHA may:

- Offer a tenant-based voucher if available
- Provide the victim with a list of housing providers in the community for which the PHA has partnered to serve victims of domestic violence, dating violence, sexual assault, and stalking.
- Offer to allow the tenant to move to another PBV unit at the same site if the individual deems the unit safe, or to a unit in another PBV project under the PHA.
 - If a participant reasonably believes a proposed transfer would not be safe, the participant may request a transfer to a different unit. If a unit is available, the transferred participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the participant has been transferred. NOHA may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit.

If NOHA has no safe and available units or tenant-based vouchers for which a participant who needs an emergency is eligible, NOHA will assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant's request, NOHA will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Participants

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

Participants 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).

Participants 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/>.

Participants 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>.

EXHIBIT A to Resolution 2022-08

APPENDIX 3

Temporary Policies Required to Implement Expedited COVID-19 WAIVERS

On February 18, 2022 HUD provided notice to NOHA that its request for “Expedited Regulatory Waivers for the Housing Choice Voucher and Mod Rehab Programs were approved. The purpose of the waivers is to allow NOHA to continue to use specific regulatory waivers for the Housing Choice Voucher (HCV) (including Mainstream and Mod Rehab) programs impacted by the COVID-19 pandemic. To implement the waivers, some current policies are required to be temporarily amended and revised. The two (2) waivers that were approved by HUD that require a temporary policy are:

- Authorization to Increase Payment Standards During the Housing Assistance Payment (HAP) Contract Term (24 CFR 982.505(c)(4))
- Extension of the Term of Housing Choice Vouchers (24 CFR 982.303(b)(1))

Authorization to Increase Payment Standards

On February 18, 2022, HUD approved NOHA’s request for an expedited waiver to increase payment standards. According to the approval from HUD, NOHA is authorized to:

- A. Adopt payment standards up to 120 percent of HUD’s fair market rents (FMR). NOHA’s current policy provides for payment standards to be established between 90% and 110% of HUD’s FMRs.
- B. Increase payment standards any time after the effective date of the increase.

Temporary Policy

This policy temporarily supersedes the policies listed in Section 6.10.1.1 of the HCV Administrative Plan:

- NOHA may adopt payment standards up to 120% of FMR.
- NOHA will consider the impact of payment standard increases to determine whether or not to implement this HUD waiver.
- Unless extended by HUD, this temporary policy shall expire on December 31, 2022.

Authorization to Extend Voucher Term

On February 18, 2022, HUD approved NOHA’s request for an expedited waiver to grant a family one or more extensions of the initial voucher term regardless of the policy described in the Administrative Plan. NOHA’s current voucher extension policy is listed in Section 7.4.1 of the HCV Administrative Plan, and provides for the following:

- Initial term 120 days
- One extension period of additional 60 days

Temporary Policy

This policy temporarily supersedes the policies listed in Section 7.4.1 of the Administrative Plan:

- In addition to the extensions granted by the current policy, NOHA may extend the voucher term in additional 90 day increments
- Unless extended by HUD, this temporary policy shall expire on December 31, 2022.