



**CITY OF JANESVILLE**  
**RENT ASSISTANCE PROGRAM**  
**ADMINISTRATIVE**  
**PLAN**

**JANESVILLE COMMUNITY  
DEVELOPMENT AUTHORITY**  
**18 North Jackson Street**  
**Janesville, WI 53548**

**Approved 12/15/21**

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**POLICY 1**  
**PLAN AND PROGRAM PURPOSE AND ORGANIZATION**

**1.01 PURPOSE**

The purpose of the Administrative Plan is to establish policies for items which are not clearly defined under Federal Regulations for the Section 8 Housing Choice Voucher Program (hereinafter referred to as the “Program”) operated by the Janesville Community Development Authority. The plan covers both admission to and continued participation in the Program. Changes to the Plan will be approved by the Janesville Community Development Authority.

The Janesville Community Development Authority (CDA) is responsible for complying with Federal Statute and HUD regulations pertaining to the Program. This Plan is subject to changes in all Statutes and Federal Regulations. In the event of a discrepancy, Statute and Regulation will supersede the Administrative Plan.

The Program’s objectives are to provide rental assistance to eligible low-income households, to provide safe, decent and sanitary housing to low income households in the City of Janesville, and to offer a Family Self Sufficiency Program. All households served by this Program will reside in housing units that meet Housing Quality Standards as specified in 982.401 of the Code of Federal Regulations (CFR).

**1.02 PROGRAM DEFINITION**

**1.02.1** The Rent Assistance Program, as administered by the Janesville Community Development Authority, is a program designed to assist very low-income families in renting, or continuing to rent, decent, safe, and sanitary housing at costs which they can afford. The Community Development Authority will comply with HUD regulations for Section 8 Existing and Housing Voucher Programs (CFR 24, Chapter VIII, Parts 982 and Administrative Handbook 7420.7) in administration of the program. The Janesville Community Development Authority is created pursuant to Section 66.4325 of the Wisconsin Statutes.

**1.02.2** The Authority will also operate a Family Self-Sufficiency (FSS) Program. The FSS Program will enable families participating in the Rent Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient. The goal of the FSS program is to develop opportunities for clients participating in the program. Clients will be connected to agencies and organizations in the community who will help them achieve their goals.

### **1.03 STAFFING**

The following staff, under the direction of the Neighborhood & Community Services Director, will administer the Rent Assistance program.

- Housing Services Director (part-time)
- Housing Specialist (2)
- Administrative Assistant (part-time)

### **1.04 ACTIVITIES AND RESPONSIBILITIES**

The Janesville Community Development Authority shall be responsible for and complete the following activities:

- Monitors the Housing Authority's ability to meet statutory, regulatory, and contractual obligations.
- Establishes program policies and procedures.
- Approves, reviews and monitors annual budget and reviews monthly budget performance.
- Develops and approves the Housing Authority's 5-Year Plan, including: mission, goals and objectives, and assessment of housing needs.
- Reviews the Housing Authority's annual audit.
- Actively participates in Board meetings.

Rent Assistance Program staff shall be responsible for and complete the following activities:

- Conducts program outreach.
- Determines participant eligibility.
- Inspects and ensures housing is decent, safe and sanitary.
- Ensures that rent amounts are reasonable and affordable.
- Reviews and approves leases.
- Conducts annual and periodic eligibility and assistance reviews.
- Maintains relationship with, and encourages program participation of, rental property owners.
- Investigates potential program fraud and takes appropriate action.
- Undertakes activities in support of Family Self Sufficiency Program.
- Undertakes activities to promote fair housing.

## **POLICY 2 DEFINITIONS**

### **2.01 DEFINITIONS**

In order to provide clarification, the following terms used in this plan shall be defined as follows:

#### **Affiliated Individual**

With respect to an individual under the Violence Against Women's Act (VAWA), an affiliated individual is a spouse, parent, brother, sister or child of that individual, or an individual to whom that individual stands in the place of a parent or guardian; or any individual, tenant, or lawful occupant living in the household of that individual.

#### **Annual Income after Allowances**

The gross annual income after making allowable deductions for:

- Dependents (\$480 for each minor);
- Elderly or Disabled Family Status (\$400 for each family);
  - Child Care (amounts paid by the family for care of minors under 13 years of age, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education and the amount must be reasonable, not otherwise reimbursed and not exceed the amount of employment income;
- Medical expenses anticipated during the 12-month period for which the annual income is computed, which are not covered by insurance, and which exceeds 3% of the annual income (for elderly or handicapped or disabled families only).
  - Disability expenses (attendant care and auxiliary apparatus for family members with disabilities. Attendant care, only where such care is necessary to enable a family member to be employed, not otherwise reimbursed, not to exceed the amount of employment income and which exceeds 3% of the annual income).

#### **Allowance for Utilities and Other Services ("Allowances")**

An amount which serves as an allowance for the cost of utilities (except telephone and cable television) and charges for other services payable directly by the family. Where the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the Gross Rent in determining the Contract Rent and is included in the Total Tenant Payment.

#### **Annual Income**

The anticipated total income from all sources of the family head and spouse (even if temporarily absent), and each additional member of the family household who is over 18 (including foster children) anticipated to be received during the 12 month period following admission or the annual reexamination effective date.

Income, including all net income derived from assets, shall include, but not be limited to:

A) *Annual income* means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (C) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(B) *Annual income* includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (B) (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (C)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (C)(3) of this section);

(6) *Welfare assistance payments.* (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (C) of this section.

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

(a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (C) (7) of this section).

(9) For the Rent Assistance Program only, and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.* ), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

(C) *Annual income* does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);



- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (B)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (B) (9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
  - (i) Amounts received under training programs funded by HUD;
  - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
  - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period-of-time;
  - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(D) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period ( e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

(E) *Earned income* will be converted to annual income as follows: multiply hourly wages by the number of hours worked/year, multiply weekly wages by 52, multiply bi-weekly wages by 26, multiply semi-monthly wages by 24, and multiply monthly wages by 12. Income that is unpredictable will be based upon the average of 4 consecutive weeks' worth of current income.

### **Applicant**

A family that has applied for admission to a program but is not yet a participant in the program.

### **Assets and Asset Income**

Assets include: amounts in savings and checking accounts; cash value of trusts that are available to a family; stocks, bonds, savings certificates, money market funds, and other investment accounts; equity in real property; retirement savings account; contributions to company retirement/pension funds if any member has access to the asset; assets that, although owned by

more than one person, allow unrestricted access by the applicant; one time lump sum payments when these payments are retained and verified; personal property held as an investment; and cash value of life insurance policies. The value of a savings account or a checking account shall be the current balance.

Annual income from assets greater than \$5,000 is the greater of either: (1) actual income resulting from all net family assets; or (2) a percentage of the value of such assets based upon a passbook savings rate established by the PHA within 75 basis points (plus or minus .75%) of the Savings National Rate in effect at the time the PHA establishes the passbook rate.

### **Assisted Living Facility**

A public facility, proprietary facility, or facility of a private nonprofit corporation that:

- (1) is licensed and regulated by the State;
- (2) makes available to residents supportive services to assist the residents in carrying out activities of daily living, such as bathing, dressing, eating, getting in and out of bed or chairs, walking, going outdoors, using the toilet, laundry, home management, preparing meals, shopping for personal items, obtaining and taking medication, managing money, using the telephone, or performing light or heavy housework, and which may make available to residents home health care services, such as nursing and therapy; and
- (3) provides separate dwelling units for residents, each of which may contain a full kitchen and bathroom, and which includes common rooms and other facilities appropriate for the provision of supportive services to the residents of the facility.

An assisted living facility may also be referred to as residential care facilities, adult care facilities, congregate care facilities or group homes as long as they meet the requirements above. A person residing in an assisted living unit must not require continual medical or nursing care.

### **Bifurcate**

With respect to a Section 8 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.

### **Co-head**

An individual in the household who is equally responsible for the lease with the head of the household. A co-head may, but is not required to, be a spouse. A co-head may not be a dependent and must be 18 years of age or over.

### **Contract Rent**

The rent payable to the owner under his/her contract including the portion of the rent payable by the family and Public Housing Authority or HUD on family's behalf. In the case of a cooperative, the term "Contract Rent" means charges under occupancy agreements between the members and the cooperative.

**Cooperative**

Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in the management of the housing.

**Cooperative Member**

A family of which one or more members owns membership shares in a cooperative.

**Dating Violence**

The term “dating violence” means 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:
  - a. The length of the relationship.
  - b. The type of relationship.
  - c. The frequency of interaction between the persons involved in the relationship.

**Dependent**

A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disabled Family**

A family whose head (including cohead), spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled Person**

For the purposes of receiving the disabled household deduction, the dependent allowance, the allowance for medical expenses, and/or the allowance for disability assistance expenses, HUD considers a person disabled if:

1. They have a disability as defined in the Social Security Act (42 U.S.C. 423).
2. They are 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 their ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable living conditions.
3. They are functionally disabled as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)).

For purposes of granting a reasonable accommodation request under the Fair Housing Act, the Americans with Disabilities Act, §504 of the Rehabilitation Act of 1973, and state and local laws protecting the rights of the disabled, the CDA will interpret the definition of “disabled person” consistent with definitions provided in the applicable statute, regulation or ordinance.

The Fair Housing Act defines handicap as: “a physical, mental or emotional impairment that substantially limits one or more of a person’s major life activities; has a record of such impairment; or is regarded as having such an impairment”. The physical or mental impairment can include practically any condition, disease, illness, disfigurement or disorder, as long as the impairment substantially limits one or more major life activities.

### **Displaced Family**

A family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws. The displacement must be for reasons beyond their control and must be expected to last a minimum of 60 days.

### **Displaced Homemaker**

The term means an individual who-

- (A) is an adult;
- (B) has not worked full-time, full-year in the labor force for a number of years but has, during such years, work primarily without remuneration to care for the home and family; and
- (C) is unemployed or underemployed and is experiencing difficulty obtaining or upgrading employment.

### **Domestic Violence**

The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

### **Drug**

A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

### **Drug-Related Criminal Activity**

The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

### **Elderly Family**

A family whose head (including cohead), spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly Person**

A person who is at least 62 years of age.

**Eligible Immigrants**

Eligible immigrants are noncitizens and non-nationals of the United States who are residing in the United States and able to provide verification according to HUD and INS guidelines that they are eligible to receive federal housing assistance.

The Housing Authority shall require those persons claiming to be eligible immigrants to provide verification of status according to the following two categories:

- a. Persons who are 62 years or older:

- Self-certification of eligible immigrant status; and Proof of age.

- b. Persons who are under 62 years of age:

- Self-certification of eligible immigrant status.

- Verification form for INS SAVE system:

- One or more of the following acceptable INS documents:

- Resident Alien Card (I-551)
      - Alien Registration Receipt Card (I-151)
      - Arrival-Departure Record (I-94)
      - Temporary Resident Card (I-688)
      - Employment Authorization Card (I-688B)
      - Receipt issued by INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

Each family must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending, except that assistance to applicants may be delayed while a Hearing is pending.

**Exception Payment Standard**

A payment standard either below 90 percent or above 110 percent of HUD's fair market rent.

**Extremely Low Income Family**

A family whose gross annual income does not exceed 30% of the median income for Rock County (adjusted for family size) as determined by the Secretary of the Department of Housing and Urban Development (HUD).

**Fair Market Rent (FMR)**

The rent, including utilities (except telephone and cable television), all maintenance management, and other services which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest nature with suitable amenities. Separate Fair Market Rents shall be established by HUD for dwelling units of varying sizes and types and will be published in the Federal Register annually.

**Family**

A person or group of persons approved to reside in a unit with assistance under the program. As defined by HUD at 24 CFR 5.403, the term family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- (2) A group of persons residing together and such group includes, but is not limited to:
  - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - (ii) An elderly family;
  - (iii) A near-elderly family;
  - (iv) A disabled family;
  - (v) A displaced family; and
  - (vi) The remaining member of a tenant family.

A minor who is out of the household for more than 180 calendar days and who is not in verified foster care will not be considered a member of the household.

**Family Composition**

See definition of family above.

**Family Unit Size**

The appropriate number of bedrooms for a family, as determined by the Occupancy Standards.

**Family Self-Sufficiency (FSS) Program**

A voluntary program whose goal is to enable families participating in the Rental Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient.

**First-time homeowner**

A family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term “first-time homeowner” includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

**Fixed-Income**

Fixed-income includes income from:

- Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI)
- Federal, state, local, and private pension plans; and
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments

**Full Time Student**

A person who is attending school or vocational training on a full-time basis

**Gender Expression**

A person's gender-related self-identity, appearance, expression, or behavior, regardless of the person's assigned sex at birth. See also Gender Identity.

**Gender Identity**

Actual or perceived gender-related characteristics.

**Gross Rent**

The sum of the rent to owner plus any utility allowance.

**Household**

A household includes everyone who lives in an assisted unit. A household includes: family members, live-in aides, foster children, and foster adults.

**Housing Assistance Payment (HAP)**

The monthly assistance payment by the PHA, which includes: a payment to the owner for rent to the owner under the family's lease and an additional payment to a utility company (on behalf of the family) for utilities if the total assistance payment exceeds the rent to owner.

**Housing Authority (HA)**

The Janesville Community Development Authority responsible for administering the Rent Assistance Program. The Housing Authority may also be referred to as the Public Housing Authority (PHA).

**Housing Quality Standards (HQS)**

The HUD minimum quality standard for housing assisted under the Housing Choice Voucher Program.

**Immediate Family Member**

A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in the place of a parent or guardian; or any other person living in the household of that person and related to that person by blood or marriage.

**Ineligible Family Members**



Ineligible family members are noncitizens and non-nationals of the United States who are residing in the United States and who do not meet HUD and INS guidelines as eligible to receive federal housing assistance.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a self-certification but are listed as ineligible family members.

### **Housing Assistance Payment (HAP)**

The monthly assistance payment by a Public Housing Authority which includes:

- (1) A payment to the owner for rent to the owner under the family's lease; and
- (2) An additional payment to the family if the total assistance payment exceeds the rent to the utility supplier on behalf of the family

### **Live-in Aide**

A person approved by the HA who resides in the unit to care for a family member who is disabled or at least 50 years of age, and who:

1. Is determined to be essential to the care and well-being of the persons, as documented in a written statement from a qualified professional declaring the necessity of such an individual; and
2. Is not obligated for the financial support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

### **Medical Expenses**

Medical expenses include: unreimbursed expenses for medical insurance premiums, including any unreimbursed premiums paid for Medicare insurance covering hospital, medical, or prescription drug expenses; unreimbursed out-of-pocket expenses for prescription drugs, including those incurred by participants in the Medicare Part D prescription drug plan program; and other items as defined in Internal Revenue Service (IRS) Publication 502.

### **Minimum Rent**

Minimum rent is \$40.00. Minimum rent refers to Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

### **Minor Family Member**

Children who reside in the unit at least 50% of the time will be considered household family members. Children can be counted for a deduction in one household only.

### **Monthly Income**

One twelfth (1/12) of the annual income.

### **Monthly Income after Allowances**

One twelfth (1/12) of the Annual Income after Allowances.

### **Near-elderly Family**

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

### **Non-Recurring Income**

The following items shall not be considered as income:

- Temporary, nonrecurring or sporadic income, including gifts, where this income is neither reliable nor periodic (i.e. birthday gifts; help with an unexpected medical expense, an unexpected auto repair, or other one-time expenses; help with school supplies, etc.);
- Amounts which are specifically for or in reimbursement of the cost of medical expenses;
- Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses;
- Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amount of such scholarships or payments to veterans not used for the above purposes or which are available for subsistence, are to be included as income;
- The special pay to a family member serving in the armed forces who is exposed to hostile fire;
- Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- Foster child care payments;
- The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged to the eligible households;
- Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
  1. National Volunteer Anti-poverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
  2. National Older American Volunteer Programs for persons age 60 and older which includes Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and the National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executives (SCORE) and Active Corps of Executives (ACE).

- For families participating in the Family Self Sufficiency Program an escrow account will be established for each family participating in the program. Deposits will begin into the escrow account when the participant's earned income increases and the participant's portion of the rent decreases the amount of the housing assistance payment paid to the landlord on their behalf. Deposits into the escrow account will be based on earned income only. Earned income is defined as income from: gross wages, gross salaries, other employee compensation, earnings from self-employment, tips, gross pay for overtime, commissions, bonuses, fees, etc., net income from operation of a business or profession, military pay (excluded if on active duty in a declared war zone). Earned income does not include: income of children under 18, pension or annuity payments, transfer payments or cash or in kind benefits, AFDC, general relief, social security, SSI, DVR, etc.;
- Income from employment of children (including foster children) if under 18 years of age;
- Income of live-in aide who resides with and cares for an elderly, disabled, or handicapped person(s). It must be determined by the client's health care provider that the live-in-aide is essential to the care and well-being of the person or persons; the aide is not obligated for the support of the person(s) and that the aide would not be living in the unit except to provide the necessary supportive services;
- Amounts received under training programs funded by HUD; amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

### **Occupancy/Subsidy Standards**

Standards which determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

### **Owner**

Principal owner or other interested party.

### **Passbook Savings Rate**

The rate used to calculate imputed income on assets. When set (or reset) by the PHA, the passbook savings rate is equal to the national savings rate in effect on that date as published by the Federal Deposit Insurance Corporation ([www.fdic.gov/regulations/resources/rates/](http://www.fdic.gov/regulations/resources/rates/)). The

passbook savings rate may not be less than \$0, and is reviewed annually by the PHA to ensure that it falls within the safe harbor range of plus or minus .75% of the national rate.

### **Payment Standard**

The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family). The payment standard amount is 110% of the Fair Market Rent as determined by the U.S. Department of Housing and Urban Development. The payment standard may be increased to 120%, if required as a reasonable accommodation for a family that includes a person with disabilities.

### **Participant**

A family that has been admitted to the Housing Authority program and is currently assisted in the program. The family becomes a participant on the effective date of the first Housing Assistance Payments contract executed by the HA for the family (first day of initial lease term).

### **Perpetrator**

A person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.

### **Portability**

The process of obtaining a voucher from one HA (initial HA) and using it to lease a unit in another HA (receiving HA's) jurisdiction under the HCV Program. Under this process, the HA that originally selects a family that later decides to move out of the jurisdiction of the selecting HA is called the initial HA; and the HA that receives a family selected for participation in the tenant-based program of another HA is called the receiving HA.

### **Preferences**

Preferences are a series of criteria that are used to determine the order in which an individual is selected from the waiting list. Janesville has adopted the following local preferences:

1. Displaced by Governmental Action – A family must have been vacated from their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
2. Displaced by Rental Rehabilitation – A family must have been displaced according to the Uniform Relocation Act from a living unit that has been approved for a City of Janesville Rental Rehabilitation Program loan.
3. Homeless Transitional Living Program (TLP) Participant – A family must be homeless and have signed an agreement to participate in a TLP with an Agency or Organization that has a transitional living program approved by the HA.
4. Local Residency Preference – A family must live or work in the City of Janesville.

### **Request for Tenancy Approval (RFTA)**

A request document (Form HUD-52517) is submitted when a family finds a suitable unit and the owner is willing to lease the unit under the program. The RFTA provides basic information such as the address, number of bedrooms, structure type and the requested start date of the lease. In addition, it includes the distribution of utilities and appliances; a certification by the owner that rent charged for HCV tenant is not more than rent charged for unassisted units; a certification by the owner that the owner is not a prohibited relative or family member; a lead-based paint disclosure; and a notice that the PHA has not screened the family for behavior and suitability for tenancy.

### **Remaining Member of Tenant Family**

A person remaining in a unit when other member(s) of an assisted family have moved, unless this individual was an unrelated member of the former family who was necessary to care for the well-being of an elderly, disabled, or handicapped head of household or spouse and whose income was not counted for eligibility (i.e. a Live-in Aide).

### **Rent Assistance Program**

The Rent Assistance Program, as administered by the Janesville Community Development Authority, is a program designed to assist very low-income families in renting, or continuing to rent, decent, safe, and sanitary housing at costs which they can afford. This program may also be referred to as the Section 8 Rent Assistance Program or the Housing Choice Voucher (HCV) Program. The Community Development Authority will comply with HUD regulations for Section 8 Existing and Housing Voucher Programs (CFR 24, Chapter VIII, Parts 982 and Administrative Handbook 7420.7) in administration of the program.

### **Sexual Assault**

The term “sexual assault” is defined as 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.

### **Stalking**

The term “stalking” means;

- (A) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
  1. That person;
  2. A member of the immediate family of that person; or

3. The spouse or intimate partner of that person.

**Student**

This applies to students who reside in the home only at recess and holidays. If the family wants an away student included in the household, then income (which includes financial assistance) will be counted. If the student is eighteen or over, they will be required to attend all recertification appointments and sign all of the necessary documents. It is the family's option how they want to consider an away student.

Student status shall be determined by the resident family providing documentation of school schedule, written documentation of classes taken, etc.

**Tenant Rent**

The amount paid directly to the owner by the family. This amount is equal to the Total Tenant Payment minus any applicable Allowance for Utilities and Other Services.

**Total Tenant Payment (TTP)**

The portion of the Gross Rent payable by an eligible family. The TTP is the highest of the following: 30% of the family's monthly adjusted income, 10% of the family's total income, or the minimum rent.

**Transitional Living Program**

A Program intended to move a family from homelessness to independent living through counseling, education, and other programs designed to prevent future occurrence(s) of the issue(s) that lead to homelessness.

**Unauthorized Live-In**

Any individual who is residing in a unit without HA approval. Evidence of receipt of mail for someone who does not reside with the participant and/or violations of the guest policy, may with other corroborating evidence, be considered evidence of an unauthorized live-in.

**Very Low Income Family**

A family whose gross annual income does not exceed 50% of the median income for Rock County (adjusted for family size) as determined by the Secretary of the Department of Housing and Urban Development (HUD).

**Very Large, Very Low Income Family**

A very low income family which includes eight or more minors.

**Violent Criminal Activity**

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

**POLICY 3  
OUTREACH/EXPANDING HOUSING OPPORTUNITIES**

**3.01 OUTREACH/EXPANDING HOUSING OPPORTUNITIES**

**3.01.1** . Outreach will conform to: 24 CFR 982.54(d)(5), 982.201(2)(ii)(B), 982.301(a) and 982.301(b)(4) and 982.301(b)(12).

The PHA annually reviews census tracks throughout the City to identify any areas of poverty or minority concentration.

**3.01.3** The PHA encourages participation by owners of units located outside areas of poverty or minority concentration. To encourage participation by more landlords, the PHA provides voucher holders with a brochure that they can share with prospective new landlords. The PHA may also conduct landlord seminars, conduct presentations to apartment associations, and share information through the City of Janesville public outreach efforts.

**3.01.4** The PHA informs rental voucher holders of the full range of areas where they may lease units both inside and outside the PHA’s jurisdiction and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.

The PHA has prepared maps that show various areas with housing opportunities outside areas of poverty or minority concentration both within its jurisdiction and neighboring its jurisdiction; and has assembled information about the characteristics of those areas which may include information about schools boundaries, public transportation routes, shopping areas and other services in these areas. The PHA provides these maps and information when briefing rental voucher holders.

The PHA’s orientation packet for rental voucher holders contains a list of rental property owners and/or management companies who are willing to lease under the HCV program and who own or manage properties outside areas of poverty or minority concentration. The PHA also provides a listing of known vacancies in our office and on the City’s website. Voucher holders are encouraged to think about where they would like to live and drive around that area looking for rental signs, as many landlords do not advertise, particularly during tight rental markets.

**3.01.5** The PHA’s orientation packet includes an explanation of how portability works and includes a list of portability contact persons for neighboring housing agencies, with the name, address and telephone number of each, for families who move under portability.

**3.01.6** The PHA analyzes whether rental voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and considered whether it is appropriate to increase payment standards or seek approval of exception payment standards.

## **POLICY 4 WAIT LIST MANAGEMENT**

### **4.01 APPLICATIONS FOR ASSISTANCE**

**4.01.1** Pre-Applications for assistance (Wait List Application) will be accepted and the wait list(s) will remain open until the wait for assistance is anticipated to be more than two years. At that time, the HA may elect to close the waiting list to additional applications. Announcements of the closing and opening of the waiting list will be made by public notice, press release and other desirable means.

**4.01.2** When the wait list is open, pre-applications for housing assistance will be accepted at the Neighborhood & Community Services Department office. Information about the application process, will inform applicants of his/her right to request to complete the application process through the mail as a reasonable accommodation if doing so is necessary to provide equal access to the application process on account of the applicant's disability. The City of Janesville reserves the right to conduct the wait list opening electronically via the City of Janesville website ([www.janesvillewi.gov](http://www.janesvillewi.gov)) when circumstances make it impractical or undesirable to hold an in-person wait list opening such as during the COVID-19 Pandemic. Pre-applications will remain available at the Neighborhood & Community Services Department; however, when available, electronic submission is preferred.

**4.01.3** Applicants wishing to claim a residency preference, who live or work within the city of Janesville municipal limits at the time they apply for assistance will be required to provide documentation of residency and/or employment. Acceptable documentation includes, but is not limited to a current: driver's license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (no longer than 60 days). Documentation must be provided within sixteen (16) days of the original application, or the individual will be placed on the waiting list without a local preference. Applicants may update their residency preference if their situation changes by submitting a Wait List Update form.

**4.01.4** When the wait list is open, all interested individuals may complete a pre-application. The purpose of the pre-application is to determine an individual's position on the waiting list. Eligibility is not determined based upon the pre-application. When vouchers become available, individuals who submitted a pre-application will be sent a full application and eligibility questionnaire.

**4.01.5** Periodically letters may be mailed to all applicants on the wait list(s) to update the information on their pre-applications and determine their interest in continuing to be listed on the wait list(s). Applicants whose letters are returned by the U.S. Post Office, or who fail to respond within the prescribed time frame, within 30 days from the date of the letter, will have their application removed from the wait list(s). The Neighborhood & Community Services Director may elect to implement a grace period for late responses. Applicants whose names are removed from the wait list(s) in this manner must reapply for assistance.



#### **4.02 WAIT LIST(S)**

The HA places families on the waiting list based on preferences claimed and income targeting requirements. In order to implement the income targeting requirements of the Quality Housing and Work Responsibility Act of 1998, the use of a *Primary* and a *Secondary* wait list will be utilized.

**4.02.1** At the time of pre-application, all applicants will be placed on the *Primary* wait list.

**4.02.2** An applicant's position on the *Primary* wait list for admission to the Rent Assistance program will be determined based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

**4.02.3** After an applicant has been selected from the *Primary* wait list, if it is determined that the gross annual income of the applicant family is between 30% and 50% of the Rock County median income (adjusted for family size), the applicant will be placed on the *Secondary* wait list.

**4.02.4** An applicant's position on the *Secondary* wait list for admission to the Rent Assistance program will be based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

**4.02.5** If, while on the *Secondary* wait list, the gross annual income of an applicant family decreases so that it falls below 30% of the Rock County median income (adjusted for family size) the applicant will be moved from the *Secondary* wait list to the *Primary* wait list. It shall be the responsibility of the applicant to notify the HA of changes in family income.

#### **4.03 WAIT LIST(S) MAINTENANCE**

**4.03.1** If an applicant is selected from the wait list(s) and it is determined that the applicant does not qualify for the local or residency preference selected, the applicant shall be placed back on the wait list at their original date and time of application or randomized placement when the lottery system is utilized without the preference. If it is found that an applicant provided false information in an attempt to obtain a residency preference, their name will be removed from the wait list(s).

**4.03.2** If an applicant is selected from the wait list(s) and it is determined that the applicant is ineligible for assistance, their application will be removed from the waiting list(s). Applicants whose names are removed from the wait list(s) must reapply for assistance.

**POLICY 5**  
**SELECTION OF APPLICANTS FROM WAIT LIST(S)**

**5.01 PRIMARY WAIT LIST**

**5.01.1** Applicants will be selected for admission to the Rent Assistance program from the *Primary* wait list based upon a system of local preferences, a local residency preference and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

**5.01.2** Applicants who qualify for one or more of the following local preferences will receive assistance before applicants who do not qualify for one or more of the following preferences:

- Displaced by Governmental Action – To qualify for this preference, a family must have been ordered to vacate their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
- Displaced by Rental Rehabilitation – To qualify for this preference, the unit in which the family resides must have been approved for a Rental Rehabilitation Program loan from the City of Janesville and the family must be considered “displaced” according to the Uniform Relocation Act.
- Homeless TLP Participant – To qualify for this preference, a family must be homeless and have signed an agreement to participate in a transitional living program (TLP) with an Agency or Organization that has a transitional living program approved by the HA.

**5.01.3** Applicants who live or work within the city of Janesville municipal limits at the time their name comes to the top of the waiting list are eligible for a local residency preference and will receive assistance before those applicants who do not live or work within the city of Janesville municipal limits. Applicants will be required to provide documentation of residency and/or employment. Acceptable documentation includes but is not limited to a current: driver’s license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (no longer than 60 days).

**5.01.4** Selection from among applicants with equal local and residency preferences will be based upon date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville Website.

**5.01.5** The following summarizes the order in which applicants will be selected from the *primary* wait list:

- Applicants who qualify for the Displaced by Governmental Action local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Displaced by Rental Rehabilitation local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who live or work in the city of Janesville,

- Applicants who qualify for the Homeless TLP Participant local preference and who do not live or work in the city of Janesville,
- Applicants who live or work in the city of Janesville, and
- Applicants who do not live or work in the city of Janesville.

## **5.02 SECONDARY WAIT LIST**

**5.02.1** Applicants will be selected for admission to the Rent Assistance program from the *Secondary* wait list based upon a system of local preferences, a local residency preference, and the date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website

**5.02.2** Applicants who qualify for one or more of the following local preferences will receive assistance before applicants who do not qualify for one or more of the following preferences:

- Displaced by Governmental Action – To qualify for this preference, a family must have been ordered to vacate their living unit by a governmental body for reasons beyond their control, and such order must be expected to last a minimum of 60 days.
- Displaced by Rental Rehabilitation – To qualify for this preference, the unit in which the family resides must have been approved for a Rental Rehabilitation Program loan from the City of Janesville and the family must be considered “displaced” according to the Uniform Relocation Act.
- Homeless TLP Participant – To qualify for this preference, a family must be homeless and have signed an agreement to participate in a transitional living program (TLP) with an Agency or Organization that has a transitional living program approved by the HA.

**5.02.3** Applicants who live or work in the city of Janesville at the time their name comes to the top of the waiting list will receive assistance before those applicants who do not live or work in the city of Janesville.

**5.02.4** Selection from among applicants with equal local and residency preferences will be based upon date and time of application or a randomized lottery system if the wait list opening is via the City of Janesville website.

**5.02.5** The following summarizes the order in which applicants will be selected from the *secondary* wait list:

- Applicants who qualify for the Displaced by Governmental Action local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Displaced by Rental Rehabilitation local preference and who live or work in the City of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who live or work in the city of Janesville,
- Applicants who qualify for the Homeless TLP Participant local preference and who do not live or work in the city of Janesville,

- Applicants who do not qualify for one of the local preferences who live or work in the city of Janesville, and
- Applicants who do not qualify for one of the local preferences who do not live or work in the city of Janesville.

## **POLICY 6 PROGRAM ELIGIBILITY**

### **6.01 ELIGIBLE APPLICANTS**

In order to be eligible for participation in the Rent Assistance program, the applicant must be a family, must be income-eligible, and must be a citizen of the United States or a noncitizen who has eligible immigration status as determined in accordance with 24 CFR part 5.

To be income-eligible, the applicant must be a family in any of the following categories:

1. A very low income family.
2. A low income family that is “continuously assisted” under the 1937 Housing Act.
3. Not less than 75 percent of the families admitted to the tenant-based Voucher program during the calendar year must be “extremely low income” families.

### **6.02 ELIGIBILITY PROCESS**

**6.02.1** Applicants selected from the wait list(s) will be notified via U.S. mail and given sixteen (16) calendar days to appear in person at the offices of the HA to complete the full application, provide additional information, sign the necessary consent forms, and begin the eligibility and verification process. Applicants will be notified of the opportunity to dispute the accuracy and relevance of a criminal record before admission is denied on the basis of such record.

**6.02.2** Applicants must sign all consent forms and provide all information requested by the housing authority in a timely manner.

**6.02.3** Program eligibility is determined at the time the full application and eligibility questionnaire is completed, based upon the household information provided, and as verified in Section 6.02. Household members may not be added or eliminated after the full application is submitted and prior to lease up with the exception of birth, adoption, or court ordered placement.

**6.02.4** Applicants failing to report within sixteen (16) calendar days will have their names removed from the wait list(s) and must reapply for assistance (this includes applicants whose notification letter is returned by the post office).

### **6.03 INCOME/INCOME TARGETING**

**6.03.1** In order to be eligible for admission to the program, a family's income at time of admission must not exceed 50% of the Rock County median income, as adjusted for family size. The schedule of median incomes, adjusted for family size, issued by the U.S. Department of Housing and Urban Development will be used to make such eligibility determinations.

**6.03.2** To comply with the Income Targeting requirements of the Quality Housing and Work Responsibility Act of 1998, at least 75% of all new admissions must have gross annual incomes below 30% of the Rock County Median income, as adjusted for family size. To implement this requirement, the following process shall be used:

- A. All applicants will be selected from the *Primary* wait list in accordance with the applicable preferences.
- B. If it is determined that a family is eligible to participate in the Rent Assistance program, but the gross annual income of the family is between 30% and 50% of the Rock County median income, as adjusted for family size, the family will be placed on the *Secondary* wait list.
- C. For every three (3) families admitted to the program (where a HAP contract is executed on their behalf) with gross annual incomes below 30% of the Rock County median income, as adjusted for family size, one (1) family will be selected from the *Secondary* wait list. For example, if twelve (12) families with incomes below 30% of the Rock County median income, as adjusted for family size, are admitted to the program, four (4) families will be admitted to the program from the *Secondary* wait list. In this way sixteen (16) total families are admitted to the program, twelve (12) of which, or 75%, have gross annual incomes below 30% of the Rock County median income, as adjusted for family size.
- D. Applicants will be selected from the *Secondary* wait list in accordance with the applicable preferences.

## **6.04 PREFERENCES**

The housing authority must verify any and all admission preferences claimed by the applicant. If the housing authority is unable to verify an admission preference, or determines that an applicant does not qualify for an admission preference, the applicant will be placed back on the wait list(s) at their original date and time of application without the claimed preference.

## **6.05 REQUIRED DOCUMENTATION**

**6.05.1** Applicants must disclose a complete and accurate Social Security Number for each member of the household, including foster children, foster adults and live-in aides. Individuals who do not contend eligible immigration status (“non-contending” family members in a mixed family receiving prorated assistance) are exempt from this requirement.

Acceptable documentation includes, but is not limited to: a social security card; documentation issued by the Social Security Administration that contains the name and social security number of the individual (i.e. a current benefit award letter, Medicare card or printout); or an original document showing the individual's social security number issued by a federal, state or local government agency.

Applicants must provide documentation of social security numbers within 30 days from the time their name comes to the top of the Primary Waiting List. Applicants may submit a written request for an additional 30 days to provide this information. Applicants failing to report within this time period will have their names removed from the wait list(s) and must reapply for assistance.

Applicants with a household member under the age of 6 years and who has been added to the household within six (6) months of voucher issuance, and who are otherwise eligible may be admitted to the program. The family must provide documentation of the child's social security number within 90 days of the effective date of the initial HAP contract. The HA will allow an additional 90 days if it determines that failure to comply was outside the control of the participant or was due to unforeseen circumstances.

A. Applicants must complete the full eligibility application with a complete listing of all household members. Additions to household will not be permitted after questionnaire is submitted. Additions to the household may be permitted after the initial lease up with Housing Authority and landlord approval.

B. Income verified at the time of eligibility will be income used for initial lease up. Notification from tenant regarding increase or decrease in income will result in the need to re-verify income.

**6.05.2** The housing authority must verify citizenship or eligible immigration status. For each family member who contends that he or she is a U.S. citizen or noncitizen with eligible immigration status, the family must submit to the PHA a written declaration, signed under penalty of perjury, by which the family member declares that he or she is a U.S. citizen or noncitizen with eligible immigration status. The family must also identify in writing to the PHA the family member or members who will elect not to contend that he/she has, or they have, eligible immigration status.

Eligible noncitizens must provide documentation that supports their citizenship status declaration. The documentation that eligible noncitizens must provide:

- A signed declaration of eligible immigration status.
- Documentation designated by USCIS as acceptable evidence of immigration status. This will be verified by the PHA through the USCIS Systematic Alien Verification for Entitlements (SAVE).
- If the SAVE system does not verify eligible immigration status, the PHA will request secondary verification within 10 days of receiving the results of the primary verification.

This is accomplished by forwarding photocopies of the original USCIS documents required for the declared immigration status, attached to the USCIS document verification request form G-845.

**6.05.3** The HA will obtain verification of eligibility no more than 60 days before initial issuance of a voucher.

## **6.06 VERIFICATION HEIRARCHY**

**6.06.1** The housing authority will require third-party verifications for all sources of income, assets, and expenses required to be verified by HUD. Verification will occur based upon the following verification technique (from highest to lowest).

- Upfront Income Verification (UIV) using non-HUD system (i.e. Work #, State Govt. database, IRS transcript Form 4506-T).
- Written Third Party Verification. This is mandatory to supplement EIV-reported income sources and when EIV has no data; mandatory for non-EIV reported income sources; mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support the dispute. Written Third Party Verification consists of an original or authentic document generated by a third party source dated within the 60 day period preceding the review. Acceptable documentation includes, but is not limited to the following (if generated by a third party source): pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.
- Written Third Party Verification Form. This is mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation. Written Third Party Verification Form consists of a standardized form to collect information from a third party source, which is sent directly to the third party source and completed by the third party.
- Oral Third Party Verification. This is mandatory if written third party verification is not available. Oral Third Party Verification consists of telephone or in-person contact with a third party. If oral third party verification is used, the name and phone number of the person, along with the confirmed information shall be documented for the tenant file.
- Tenant Declaration. This verification technique is to be used when the PHA is unable to obtain any type of third party verification and when households report assets of less than \$5,000. Tenant verification consists of an affidavit of reported income and/or expenses from the tenant to the PHA.

A first request will be emailed, faxed, or mailed to the verification source. If no response is received within seven (7) to sixteen(16) calendar days, a second request will be sent. If no response is received to the second request within sixteen (16) calendar days, staff may pursue another level of verification.

The PHA will not verify income sources which must be reported to HUD, but which are fully excluded in the calculation of annual income. This includes items such as: Supplemental Nutrition Assistance Program benefits (food stamps) and income from live-in aides. The PHA will accept the applicant's self-certification as verification of fully excluded income. The PHA may elevate the verifications if believed necessary to determine if a source of income qualifies for a full exclusion.

**6.06.2** In verifying household composition, the head of household will be required to provide documentation of residency. Acceptable documentation includes, but is not limited to a current: driver's license, state or federal identification card, lease, utility bill, social security statement, or check stub. Documentation shall be current (not older than 60 days). Documentation must be provided within sixteen (16) days of the original application, or the individual will be placed on the waiting list without a local preference.

## **6.07 INELIGIBLE APPLICANTS**

**6.07.1** The HA must prohibit admission for three (3) years from the date of eviction if a household member has been evicted from federally assisted housing, including, but not limited to: Person's evicted from Public, Indian, Section 23, or Federally assisted Rent Assistance Programs for drug-related criminal activity. However, as noted in 6.07.7, it is the policy of the HA to prohibit admission for five (5) years from the date of eviction from federally assisted housing for any reason.

The HA may waive this requirement for drug related criminal activity if:

- The person demonstrates successful completion of a supervised rehabilitation program approved by the Neighborhood & Community Services Director, or
- The circumstances leading to the eviction no longer exist. For example, the individual involved in drug-related or criminal activity is no longer in the household because of death or imprisonment.

The decision to waive this requirement shall be made by the Neighborhood & Community Services Director and shall be final. Applicants who have been found to be ineligible due to eviction from federally assisted housing will have their names removed from the waiting list and must reapply for assistance.

**6.07.2** The HA must deny admission if social security disclosure requirements are not met. Applicants will have 30 days upon notification to provide required social security documentation or they will have their names removed from the waiting list and must reapply for assistance. Applicants may request an additional 30 day extension to provide this information.

**6.07.3** The HA must deny admission if any household member fails to sign and submit required consent forms. Applicants will have sixteen (16) days upon notification to have all household members sign and submit required consent forms or they will have their names removed from the waiting list and must reapply for assistance.



**6.07.4** The HA must deny admission if no household members provide documentation of citizenship or eligible immigration status. Applicants will have 30 days upon notification to provide required documentation or they will have their names removed from the waiting list and must reapply for assistance.

**6.07.5** The HA must deny admission if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

**6.07.6** The HA will deny admission if a household member owes rent or other amounts to the HA or another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act. Persons who owe rent or other amounts to the HA or another HA in connection with Section 8 or public housing assistance under the 1937 Act are ineligible for admission to the Rent Assistance Program until such amounts are repaid in full or 10 years from the end of participation in the program. Applicants will have 30 days upon notification to provide documentation that such amounts are repaid in full or they will have their names removed from the waiting list and must reapply for assistance.

**6.07.7** The HA will deny admission if a family member has been evicted from federally assisted housing, including, but not limited to: Person's evicted from Public, Indian, Section 23, or Section 8 Programs within the past five (5) years for any reason. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

**6.07.8** The HA will deny admission if a family member has committed fraud, bribery, or another corrupt or criminal act regarding any federal housing program. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

**6.07.9** The HA will deny admission if a family member has engaged in or threatened abusive or violent behavior toward HA personnel. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

**6.07.10** The HA will deny admission if a family member has been terminated from any federal housing assistance program within the past five (5) years. Applicants who have been found to be ineligible due to this requirement will have their names removed from the waiting list and must reapply for assistance.

#### **6.07.11 CRIMINAL HISTORY REVIEW**

At the time their name comes to the top of the waiting list, all family members eighteen years of age or older will be required to sign authorization form(s) permitting the HA to access criminal

history records from Federal, State, County, and Local authorities. Failure to sign the required consent form(s) will result in an immediate determination of ineligibility and no further processing of the application for assistance will occur.

- A. The HA must prohibit admission if any household member is subject to a lifetime State sex offender registration program requirement.
- B. The HA must prohibit admission if any household member if, based upon the review of criminal records, the HA has reasonable cause to believe that any member of the family is illegally using a controlled substance. Such determinations may be made based upon the following standard(s):
  - If any member of the family has been arrested for drug-related criminal activity within the three (3) year period immediately proceeding the date the family was notified that their name was at the top of the waiting list, or any time between that date and their admission to the Rent Assistance program. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated. Note: This decision will not be based solely on the arrest but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying criminal activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.
  - This prohibition may be waived if the person is able to demonstrate to the satisfaction of the Neighborhood & Community Services Director that they are no longer engaging in the illegal use of a controlled substance or abuse of alcohol and:
    - Has successfully completed a supervised drug or alcohol rehabilitation program; or
    - Has otherwise been rehabilitated successfully; or
    - Is participating in a supervised drug or alcohol rehabilitation program.
- C. The HA must prohibit admission if, based upon the review of criminal records, the HA has reasonable cause to believe that any household member abuses alcohol or illegal drugs in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Such determinations may be based upon the following standard(s):
  - If any member of the family has been arrested, within the three (3) year period proceeding the date their name came to the top of the waiting list, for illegal activity on or near the premises in which they reside which had as a contributing factor the use or abuse of alcohol or illegal drug use. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated. Note: This decision will not be based solely on the arrest but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying criminal activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.

- This prohibition may be waived if the person is able to demonstrate to the satisfaction of the Neighborhood & Community Services Director that they are no longer engaging in the illegal use of a controlled substance or abuse of alcohol and:
    - Has successfully completed a supervised drug or alcohol rehabilitation program; or
    - Has otherwise been rehabilitated successfully; or
    - Is participating in a supervised drug or alcohol rehabilitation program.
- D. The HA must prohibit admission to the program 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.
- E. The HA will prohibit admission if any member of the family has been arrested for violent criminal activity within the three (3) year period preceding the date their name came to the top of the waiting list. Periods of incarceration shall be omitted from the 3-year period, and the 3-year period shall be extended by the length of time spent incarcerated. Note: This decision will not be based solely on the arrest but rather the conduct that occurred to determine whether the applicant engaged in the disqualifying criminal activity. The HA may use police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist in making this decision.
- F. Under VAWA, assistance will not be denied by the HA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the applicant's household, a guest or another person under the tenant's control, and the applicant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. See Policy 29 for additional information.

## **6.08 DETERMINATION OF INELIGIBILITY**

Applicants, who are determined by the housing authority to be ineligible on the basis of income, family composition, or for any other reason, shall be notified promptly, in writing, of the determination and the reasons therefore. The determination letter shall state that the applicant has the right to request an informal review within fourteen sixteen (16) days. Requests for an Informal Review shall be submitted in writing to the Neighborhood & Community Services Director. The applicant shall be notified in writing of the review determination and his/her right to seek judicial review of the denial decision from the circuit court within thirty (30) days of the date of the decision. See Policy 20 for additional information.

Applicants found to be ineligible will have their names removed from the waiting list and must reapply for assistance.

## **POLICY 7 VOUCHER ISSUANCE**

### **7.01 ORIENTATION BRIEFING**

**7.01.1** After a family has been determined to be eligible to participate in the program, and before a voucher will be issued, an orientation briefing will be scheduled for the family.

**7.01.2** At the briefing, the family will be provided the following information:

- Family and Owner responsibilities under the Housing Choice Voucher program, the lease, and the Housing Assistance Payments Contract;
- Voucher size and payment standard;
- How to find a suitable unit;
- Applicable Housing Quality Standards and procedures for inspections of units;
- Significant aspects of the applicable State and local Laws;
- Significant aspects of federal, state, and local Fair Housing Laws;
- Portability Provisions

**7.01.2** The family shall also receive an Orientation Packet which includes information on the Rent Assistance Program and which will assist the family in finding a suitable unit.

**7.01.3** Once the orientation briefing is complete, the family will be issued a Housing Choice Voucher and a Request for Tenancy Approval as well as a statement of family responsibility that must be signed by all adult household members.

**7.01.4** A family who does not attend two scheduled orientations without prior approved notice, will have their name removed from the waiting list and must reapply for assistance.

### **7.02 TERM OF HOUSING CHOICE VOUCHER**

**7.02.1** The initial term of the Housing Choice Voucher shall be sixty (60) days from the date of issuance. In the event of jurisdiction wide low rental vacancy rates, the Neighborhood & Community Services Director may elect to increase the initial term of the HCV to ninety (90) days from the date of issuance.

**7.02.2** When a completed request for lease approval (RFTA) has been submitted, the term of an unexpired Voucher shall be suspended until the unit for which the request was submitted has been approved or denied. That is, the "clock" on the term of a family's Voucher will be stopped after the family submits a request for approval of assisted tenancy. The "clock" will resume if that request is denied, and the family will need to locate another dwelling unit.

**7.02.3** If a Voucher expires or is about to expire, a family may request an extension. The Neighborhood & Community Services Director or Rent Assistance Housing Specialist(s) will review this request and the efforts the family has made to find a suitable dwelling unit and the

problems it has encountered and determine what advice or assistance might be helpful. If the Neighborhood & Community Services Director or Rent Assistance Housing Specialist(s) believe that there is a reasonable possibility that the family may, with the additional advice or assistance, if any, find a suitable unit, an extension may be granted not to exceed 60 additional days.

**7.02.4** The term of a voucher may be extended beyond a total of 120 days if, in the opinion of the Neighborhood & Community Services Director, it is necessary as a reasonable accommodation for a family with a handicapped or disabled family member, or a family that requires a dwelling unit with four (4) or more bedrooms.

## **POLICY 8 DWELLING UNIT APPROVAL**

### **8.01 REQUEST FOR UNIT APPROVAL**

**8.01.1** When a family has found a unit it wants and the owner is willing to lease, the family shall submit a completed request for tenancy/lease approval (RFTA) form and request that the Rent Assistance staff make an inspection of the unit and discuss the terms of the lease with the landlord. The Housing Specialist will also review the unit for rent reasonableness and affordability. Only one (1) request for tenancy/lease approval (RFTA) may be submitted at a time. All requests will be processed as quickly as possible. Requests for tenancy/lease approval must be received prior to the 10<sup>th</sup> of the month for assistance to be possible the start of the following month.

**8.01.2** When a completed request for tenancy/lease approval (RFTA) has been submitted, the term of an unexpired certificate or voucher shall be suspended until the unit for which the request was submitted has been approved or denied. That is, the "clock" on the term of a family's certificate or voucher will be stopped after the family submits a request for tenancy/lease approval (RFTA). The "clock" will resume if that request is denied.

### **8.02 HOUSING QUALITY STANDARDS**

**8.02.1** Housing quality will be documented through a federal Minimum Housing Quality Standards (HQS) inspection by staff demonstrating that all minimum standards have been met for all units prior to signing of the lease agreement. In addition, other recommendations for upgrading property may be made to landlords.

**8.02.2** Prior to approving a request for tenancy/lease approval, the HA will conduct an initial HQS inspection. The owner and tenant will be notified of any housing deficiencies that need to be addressed. The property will be reinspected to ensure that all deficiencies have been addressed prior to approving an initial move.

**8.02.3** The HA conducts a variety of inspections including initial, annual or biennial inspections, complaint and quality control inspection for assisted properties.

Units that pass an inspection without requiring additional repairs or re-inspection will be placed on a biennial inspection schedule. Units that do not initially pass an inspection will be placed on an annual inspection schedule.

Assisted units that fail must receive a pass rating within 30 days. If the deficiency represents an immediate danger to the family's health and safety, the deficiency must be corrected within 24 hours.

Inspections will be scheduled throughout the year on a geographic basis to maximize efficiency of the inspection process. An effort will be made to schedule an annual inspection between ten (10) and fourteen (14) months and a biennial inspection within twenty-two (22) and twenty-four (24) months. All properties must be re-inspected at least biennially.

**8.02.4** Under the terms of the Housing Assistance Payment Contract, the landlord and tenant agree to maintain the assisted unit in a state that meets minimum HQS standards throughout the term of the contract. The HA will complete a complaint inspection of a unit at the request of either a landlord or tenant. Before completing a complaint inspection, the landlord and tenant will be requested to contact the other party in an attempt to address any housing or lease violations.

**8.02.5** Quality control inspections will be completed in accordance with HUD requirements and/or as desired by the HA to document the quality and accuracy of HQS inspections.

**8.02.6** If during the term of an assisted tenancy, an owner fails to maintain a unit in compliance with Housing Quality Standards and City of Janesville Ordinances, the HA shall take prompt and vigorous actions to insure that the unit is brought into compliance with Housing Quality Standards in a timely manner. If an owner fails to bring the unit into compliance with Housing Quality Standards as required, the HA shall at its option:

- Terminate the Housing Assistance Payments (HAP) contract between the landlord and the PHA; or
- Abate or reduce housing assistance payments under this, or any other HAP contract in effect between the landlord and the HA. Generally, an abatement will not be allowed to continue beyond a sixty (60) day time period.

**8.02.7** The HA may assess a \$100 re-inspection fee if the owner notifies the HA that a repair was made and subsequent inspections show that the repair(s) were not made, or if the allotted time period for repair has lapsed and subsequent reinspections show that the repair(s) were not made (regardless of whether the owner reported that repairs were complete). Fees will not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a reinspection.

**8.02.8** When a Community Development Authority (CDA) rental rehabilitation loan is involved, a voucher will be issued to an eligible family prior to the completion of all of the rehabilitation work provided one of the following conditions is met:

- The unit meets minimum federal Housing Quality Standards and the remaining work is not Housing Quality Standards related; or
- No imminent health or safety hazard exists and the work required to meet Housing Quality Standards cannot be completed due to weather conditions and the work is contracted for.

### 8.03 OCCUPANCY/SUBSIDY STANDARDS

**8.03.1** The following subsidy standards will be used to determine the voucher size (number of bedrooms subsidized) and payment standard for various size families when they are issued a voucher, as well as when a family size changes or a family selects a unit size that is different from the approved voucher size. Payment standards are based on the Fair Market Rent as determined by HUD.

The subsidy standards provide for the smallest number of bedrooms needed without overcrowding and are applied consistently for all families of like size and composition. **The PHA will allocate one bedroom for every 2 people, provided that children ages 6 to 18 will not be required to occupy the same bedroom as another family member of the opposite gender.** Allocations of bedrooms will be made to provide the smallest number of bedrooms regardless of generational differences. For subsidy standards, an adult is a person 18 years old or older. Vouchers shall be issued so as to not require the use of the living room for sleeping purposes.

Some examples are provided in the table below:

Voucher (Bedroom) Size	Min – Max Number of Persons	Family Unit
1	1-2	1 Adult 1 Adult, 1 Child < 6 years of age 2 Adults Age 18 or Older (regardless of gender or relationship)
2	2-4	1 Adult, 2-3 Children < 6 years of age 1 Adult, 1 Child < 6 years of age, 1 Child 6-18 1 Adult, 2 Children < 6 years of age, 1 Child 6-18 (same gender) 1 Adult, 1 Child 6-18 (opposite gender) 1 Adult, 2 Children 6-18 (opposite gender) 2 Adults, 1 Child 2 Adults, 2 Children < 6 years of age 2 Adults, 2 Children (any age same gender) 2 Adults, 2 Children 6-18 (opposite gender)* 3 Adults, 1 Child < 6 years of age 3 Adults, 1 Child 6-18 (same gender) 3 - 4 Adults
3	4-6	1 Adult, 4-5 Children < 6 years of age 1 Adult, 2-3 Children < 6 years of age, 1 Child 6-18 (opposite gender) 1 Adult, 3 Children < 6 years of age, 1 Child 6-18 (same gender) 1 Adult, 3 Children 6-18 (opposite gender) 2 Adults, 2-3 Children 6-18 (opposite gender)* 2 Adults, 3-4 Children < 6 years of age 2 Adults, 3 Children 6-18 (opposite gender) 3 Adults, 2-3 Child < 6 years of age



		3 Adults, 3 Children 6-18 (same gender) 3 Adults, 1 Child 6-18 (opposite gender) 4 Adults, 1-2 Children < 6 years of age 4 Adults, 1-2 Children 6-18 (same gender) 5-6 Adults
4	6-8	1 Adult, 6-7 Children < 6 years of age 1 Adult, 4-5 Children < 6 years of age, 1 Child 6-18 (opposite gender) 1 Adult, 4 Children < 6 years of age, 3 Child 6-18 (same gender) 1 Adult, 5 Children 6-18 (opposite gender) 2 Adults, 4 Children 6-18 (opposite gender) 2 Adults, 5 Children < 6 years of age 2 Adults, 4 Children 6-18 (opposite gender) 3 Adults, 4 Children < 6 years of age 3 Adults, 3 Children 6-18 (opposite gender) 4 Adults, 3 Children < 6 years of age 4 Adults, 2 Children 6-18 (opposite gender) 4 Adults, 3 Children 6-18 (same gender) 5 Adults, 3 Children < 6 years of age 5 Adults, 3 Children 6-18 (same gender) 6 Adults, 1 -2 Children < 6 years of age or same gender 7-8 Adults

\*Please note that 2 adults and 2 Children ages 6-18 could result in either a 2 or 3 bedroom voucher size depending upon the gender of the adults and children. The allocated size will be the lower size when considering the gender of all household members. For example, a household with a male and female adult and a male and female child would be a 2-bedroom standard. Similarly, a household with a male and female adult and 2 additional children, both of whom are males or females, would also result in a 2-bedroom standard. Households with 2 adults of the same gender, and 2 children 6-18 of opposite gender would result in a 3-bedroom standard.

The subsidy standard will be calculated at the time of admission to the program, at the time of a move in accordance with Policy 14, and annually during the annual re-examination process.

A child who is temporarily away from the home because of placement in foster care will be considered a member of the family in determining the family unit size.

The unborn child of a pregnant family member will be considered a member of the family in determining the family unit size.

Foster children will be considered a member of the family in determining the family unit size. Families with foster children are subject to the same minimum subsidy standards as families without foster children. A family may not be able to accept a foster care placement if the foster agency requires the child to have its own bedroom and, as a result, the family unit would result in overcrowding. A family may choose a larger unit as provided within section 8.03.5.

A live-in aide, who has been approved to reside in the unit to care for a family member who is disabled or is at least 50 years of age, will be counted in determining the family unit size. See

Policy 24 for additional information regarding the approval of a live-in aide. An approved live-in aide will be provided a separate bedroom. No additional bedrooms are provided for the attendant's family. A maximum of one bedroom per family will be allocated for live-in aides.

All standards for determining voucher size shall be applied in a manner consistent with Fair Housing requirements and guidelines and relate to the number of bedrooms on the voucher (level of subsidy), not the family's actual living arrangements.

The unit size on the voucher is determined by the family composition, regardless of the unit size rented.

**8.03.2** Subsidy Standards will be consistent with space requirements under federal Housing Quality Standards. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of the opposite sex, other than very young children (those under 6 years of age), may not be required to occupy the same bedroom or living/sleeping room.

**8.03.3** The Housing Authority may grant an exception to the subsidy standards as a result of an approved reasonable accommodation for persons with disabilities. Circumstances may indicate a larger unit size is necessary than subsidy standards when a person cannot share a bedroom because of a verified medical need. See Policy 28 for additional information regarding reasonable accommodations.

**8.03.4** The family may select a smaller unit than the approved voucher size provided that unit selected has at least one bedroom or living/sleeping room for each two persons in the household. The head of household must sign a statement indicating they understand they qualify for a larger unit, but choose to live in one with fewer bedrooms. The signing of this statement will not prevent the family from moving to a larger unit when the initial term of their lease is complete. In determining the fair market rent for the selected unit, the utility allowance for the selected unit size is used. The fair market rent for the smaller unit must not exceed the fair market rent for that unit size, regardless of the unit size the family is eligible for.

**8.03.5** The family may select a larger unit than the approved voucher size. If a family selects a larger unit than allowed under their approved voucher size, they will be responsible for paying the difference in the rent amount if the amount is greater than the assigned payment standard. At the initial leasing of a unit, the family share may not exceed 40% of monthly adjusted income.

**8.03.6** If the Rent Assistance staff or designee determines that a dwelling unit is not decent, safe, and sanitary by reason of increase in family size, the family and the Rent Assistance staff shall try to find an acceptable unit as soon as possible. If an acceptable unit is found that is available for occupancy by the family, and the lease with the first owner can be terminated in accordance with its terms, the contract with the first owner shall be terminated and Housing Assistance Payments shall be made available to the family for occupancy in the acceptable unit.

## **8.04 RENT REASONABLENESS**

**8.04.1** Rents charged by owners for units leased to participants in the Rent Assistance program shall not exceed the current rents for comparable unassisted units.

**8.04.2** In making a certification of Rent Reasonableness the following factors should be taken into consideration in comparing the program unit and similar unassisted units:

- A. Location
- B. Size
- C. Type
- D. Quality
- E. Age
- F. Amenities
- G. Housing Services
- H. Management and Maintenance Services
- I. Utilities Provided by Owners

**8.04.3** A certification of Rent Reasonableness shall be completed:

- A. At the time of initial leasing.
- B. Before any increase in the rent to owner.
- C. At the HAP contract anniversary if there is a 5% decrease in the published FMR in effect 60 days before the HAP contract anniversary.

## **8.05 METHODOLOGY**

**8.05.1** The HA will maintain information which include comparable data on unassisted units in the market. Staff in making their rent reasonableness determinations will use this data

**8.05.2** Data sheets for each unassisted unit to be used as a comparable. The data sheets will provide information on each of the items identified in 8.04.2 and will assign points to each of the unassisted units based upon the number of amenities provided.

**8.05.3** Gross rents will be adjusted using the most current utility allowance worksheet. The unit rent amount will be adjusted by applying the percentage increase in the Fair Market Rent (FMR) from the previous year for that bedroom size.

**8.05.4** When a rent reasonableness determination is required, a data sheet or Rent Reasonableness Certification shall be completed. The Rent Reasonableness Certification will list the Contract Rent, Utility Allowance, and Gross Rent of the assisted unit and the comparable unassisted units. It will also include the address and unit numbers of the comparable unassisted units.

**8.05.5** In making a determination of rent comparability the HA will usually compare the gross rent for the assisted unit to the gross rents for three (3) comparable unassisted units. The landlord will provide three comparables of unassisted units when completing the RFTA.

**8.05.6** Unassisted units will be considered comparable if the total points assigned to that unit are within five (5) points of the assisted unit (+/- 5 points). If sufficient data is not available to provide three (3) comparable unassisted units within five (5) points of the assisted unit, then the point range may be extended to ten (10) points (+/- 10 points).

**8.05.7** If the gross rent for the assisted unit is within the range of gross rents for comparable unassisted units, then the rent shall be determined to be reasonable. If the gross rent for the assisted unit is above range of gross rents for comparable unassisted units, then the proposed rent shall be determined to not be reasonable and the Request for Tenancy Approval (RFTA) or request for rent increase shall not be approved unless the landlord will reduce the rent to a comply with the rent reasonable requirement.

## **8.06 RENT AMOUNT & RENT CHANGES**

**8.06.1** Rent amounts will be reviewed to ensure that they are reasonable at the time of initial leasing, and when the owner is requesting a rent increase. The owner may not raise the rent during the term of the initial lease. Thereafter, if the owner would like to request a rent change, they must notify the HA and tenant in writing of the proposed change at least sixty (60) days before any such changes go into effect.

**8.06.2** If the HA determines that the proposed rent or rent increase is not reasonable based upon rents charged for comparable unassisted units, the HA will contact the Owner and inform him/her of the determination.

**8.06.3** The Owner may choose to decrease the proposed contract rent or proposed rent increase so that the gross rent is within the range of comparable unassisted units. In this case the proposed rent or rent increase may then be approved.

**8.06.4** If the Owner does not agree with the determination that the rent is not reasonable, he/she may supply the HA with information on five (5) unassisted units that he/she feels are comparable and support the proposed rent or rent increase requested. If the assisted unit is in a multi-unit building (4 or more units), the Owner need only supply information on three (3) comparable unassisted units located within that same building or identical buildings located in the same apartment complex. Such information must be provided within five (5) working days of the date the Owner was notified of the rent determination.

**8.06.5** The Housing Specialist will review the information on comparable unassisted units provided by the owner. The Housing Specialist, in consultation with the Neighborhood & Community Services Director will make a final determination of Rent Reasonableness. The decision of the Neighborhood & Community Services Director shall be final.

**8.06.6** If the Owner is unwilling to reduce the Contract Rent to a level that is determined to be reasonable, then the HA may not approve the proposed lease or rent increase and the tenant will be required to find other suitable housing if he/she wishes to continue to participate in the Rent Assistance program.

## **8.07 AFFORDABILITY**

**8.07.1** At the initial assisted leasing of a unit for which the gross rent exceeds the payment standard, the family share may not exceed 40% of monthly adjusted income.

**8.07.2** In order to allow a family to lease an assisted living unit that would otherwise be disapproved because the family share would exceed 40% of monthly adjusted income, the PHA may submit a request for a waiver of 24 CFR 982.508 and 982.305(a)(5) through the waiver process under 24 CFR 5.110. The waiver request must verify that the unit meets the definition of an assisted living facility, include a description of services and amenities provided that would warrant a higher family share, and verification that family share exceeds 40% of adjusted income. HUD will review such requests on a case-by-case basis and may grant the waiver if HUD determines the request demonstrates good cause. If approved, this waiver, would require a family to pay more than 40% of its monthly adjusted income for a unit in an assisted living facility if the amount or percentage is reasonable given the services and amenities provided by the assisted living facility

**POLICY 9**  
**RELEASE OF TENANT INFORMATION**

**9.01** The following tenant information will be released by the HA to a prospective landlord at the landlord's request:

- A. The family's current address, as shown in the HA records.
- B. The name and address (if known to the HA) of the landlord at the family's current and prior address.

**POLICY 10**  
**APPROVAL OF OWNERS**

**10.01** The HA must not approve an assisted tenancy in any of the following situations:

A. If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. Re-certification may be required on an annual basis.

B. If the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 24.

C. When directed by HUD if:

(1) The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

**10.02** In its administrative discretion, the PHA may deny approval of an assisted tenancy for any of the following reasons:

(1) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

(2) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

(3) The owner has engaged in any drug-related criminal activity or any violent criminal activity;

(4) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

(5) The owner, or an agent of the owner, has engaged in activity that:

(i) Threatens the right to peaceful enjoyment of the premises by other residents;

(ii) Threatens the health or safety of other residents, of employees of the PHA, or of other 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

(6) The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under any federally assisted housing program for activity engaged in by the tenant, 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 residents;

(ii) Threatens the health or safety of other residents, of employees of the PHA, or of other 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; or

(7) The owner has a history or practice of renting units that fail to meet State or local housing codes; or

(8) The owner has not paid State or local real estate taxes, fines or assessments.

**10.03** The decision to reject an owner rests in the discretion of the HA. Such decisions may be appealed to the Neighborhood & Community Services Director within fourteen sixteen (16) calendar days of such determination. The decision of the Neighborhood & Community Services Director shall be final.



## **POLICY 11 LEASING**

**11.01** A current lease between the landlord and the tenant must be in place for all units assisted with Rent Assistance Program funds. The lease must, at a minimum, specify the name of the owner and tenant, the address of the unit rented (including apartment number), term of the lease, the amount of rent to be paid to the landlord, and who is responsible for the payment of utilities. All provisions of the HUD-required tenancy addendum must be attached to or added word-for-word to the standard form lease used by the owner for unassisted tenancies. The first year of the lease term shall be for not less than one year, unless authorized by the HA.

**11.02** The HA will review the lease to verify that it contains the required items noted in 11.01.

**11.03** The HA may review the lease to see if it complies with State and local law and may decline to approve the lease if it does not comply.

**11.04** The HA may review the proposed security deposit to ensure it is not in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

**11.05** In case of any conflict between a HUD Lease Addendum and any other provisions of the Lease between the owner and the family, the HUD Lease Addendum provisions shall prevail. All other provisions of the Lease shall be binding on the tenant; to the extent they are consistent with state and local law.

**11.06** Participants whose income results in zero housing assistant payment (HAP) shall be permitted to remain in the unit as an unassisted tenant for up to six (6) months. During this period, the tenant must follow all rules and regulations of the Rent Assistance Program regarding notifications of income or family size changes. The termination of eligibility at such point shall not affect the family's other rights under its lease, nor shall such termination preclude resumption of payments as a result of subsequent changes in income or rents or other relevant circumstances for up to six (6) months after the Housing Assistance Payment drops to \$0.

**POLICY 12**  
**CHANGES IN INCOME, EXPENSES, ASSETS, AND FAMILY COMPOSITION**

**12.01** All changes in family composition must be reported to the HA within ten (10) calendar days of the change.

**12.02** The failure to report changes in family composition within ten (10) calendar days of the change will be considered misrepresentation and may result in the termination of assistance and/or repayment to the HA for the difference between the HAP and what the HAP would have been with the change in family composition.

**12.03** All changes in family composition must be approved by the PHA. In addition, individuals seeking to be added to the household, must provide documentation of citizenship, social security number, sign all HUD documents (including criminal background authorization) and receive written approval from the landlord.

**12.04** When adding a new household member who is at least six (6) years old, or is under six (6) but already has a social security number, the social security number must be disclosed and documented at the time of the request to add the household member. The new member will not be added until this requirement has been met.

**12.05** When adding a new household member who is under the age of six (6) and who has not been assigned a social security number, the participant must disclose and verify the child's social security number within ninety (90) days of the addition to the household. The PHA will allow an additional ninety (90) days to comply if the participant's failure to comply was due to reasons outside of their control or due to unforeseen circumstances.

**12.06 INTERIM RE-EXAMINATIONS**

**12.06.1** Once the Total Tenant Payment (TTP) is established, such TTP shall remain in effect until the next scheduled re-examination or until circumstances occur that warrant an interim re-examination. Any time any of the following circumstances occur, TTP will be reviewed and adjusted.

- A. A request for a review by the family.
- B. A change in family composition.
- C. A change in unit.

**12.06.2** When the request for a review by the family is the result of a temporary leave of absence, such as a documented unpaid medical leave or reduction in hours anticipated to be of a short-term nature greater than two calendar weeks, the PHA will make the interim determination within a reasonable time after the family's request. Any decrease in TTP will be made the start of the month following verification. Because the adjustment is the result of a temporary change, a

second interim will be completed upon the conclusion of the leave of absence or reduction in hours with any increase in TTP being made the start of the following month.

## **12.07 ANNUAL RE-EXAMINATION OF INCOME, EXPENSES, ASSETS AND FAMILY COMPOSITION**

**12.07.1** Re-examination of family income, composition, and expenses incurred by the family shall be made annually by the Rent Assistance staff. Appropriate re-determinations shall be made by the staff of the amount of Total Tenant Payment and the amount of the Housing Assistance Payment, all in accordance with criteria established by HUD.

**12.07.1.1** After determining if an income source is “fixed-income”, the income will be adjusted as a result of a verified Cost of Living Allowance (COLA). Fixed-income sources will be third-party verified at least every three years.

**12.07.1.2** During annual reexaminations, the PHA has the discretion to accept a family’s declaration that it has total net assets equal to or less than \$5,000. Each family member shall sign the declaration. Any family that knowingly submits false information is subject to civil penalty and damages under the False Claim Act. Third-party verification of all assets of all family members will be conducted at least every three years.

**12.07.2** A family's eligibility for Housing Assistance Payments continues until the amount payable by the family towards the Gross Rent equals the Gross Rent for the dwelling unit it occupies at which time there will be no Housing Assistance Payment made to a landlord on their behalf. The family, though, will be kept on the program for six (6) months.

12.07.3 Households reporting zero income must complete a zero income questionnaire.

## **12.08 EFFECTIVE DATES**

**12.08.1** Increases in Total Tenant Payment resulting from an interim or annual re-examination are to be effective the first of the month following twenty-eight (28) day notice. Increases in Total Tenant Payment may be effective within a shorter time period, if the delay was the result of late information provided by the tenant.

**12.08.2** Decreases in Total Tenant Payment from a rent review are to be effective the first of the month following report and verification of the change.

**12.09 MISREPRESENTATION.** If a participant misrepresents their income, expenses, assets, or family composition at admission, or during an interim or annual re-examination, they may be subject to the termination of assistance and/or repayment of any difference between the HAP that was actually made on their behalf, and the HAP that would have been made if the information had been reported accurately.

12.10 GUEST POLICY: A family is allowed to have a guest stay for up to 14 calendar days. If a guest stays longer than 14 days, they are considered an “unauthorized live-in” unless the family has obtained written approval from the HA for additional time due to extenuating circumstances. If the family wishes to add a person as a household member, they must go through the proper procedure to request approval and failure to do so could result in termination of assistance. A guest may not stay for 14 days, leave and come back for an additional 14 days.

## **POLICY 13 MINIMUM RENT**

**13.01** Minimum Rent – Minimum rent is \$40.00 per month. Minimum rent refers to Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

**13.02** Hardship Requests for an Exception to the Minimum Rent. The Housing Authority recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The Housing Authority will review all relevant circumstances brought to the Housing Authority's attention regarding financial hardship as it applies to the minimum rent. HUD has defined circumstances under which a hardship could be claimed in 24 CFR 5.630.

**13.03** Criteria for Hardship Exception. In order for a family to qualify for a hardship exception, the family's circumstances must fall under one of the following HUD hardship criteria:

1. The family has lost eligibility or is awaiting an eligibility determination for Federal, State or local assistance, including a family with a member who is a citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. The family would be evicted as a result of the imposition of the minimum rent requirement;
3. The income of the family has decreased because of changed circumstances, including the loss of employment;
4. A death has occurred in the family; or
5. Other circumstances as determined by the Housing Authority or HUD.

**13.04** The Housing Authority notification will advise families that the hardship exception determinations are subject to Neighborhood & Community Services Director review and hearing procedures. The Director will review all family requests for exception from the minimum rent due to financial hardships. A decision on whether or not to grant the exception will be made within 14 calendar days.

**13.05** All requests for minimum rent hardship exceptions are required to be in writing. The request must include a statement of the family hardship that qualifies the family for the exception.

**13.06** Written documentation that adequately verifies the qualifying circumstances will be required to be provided by the participating family that is requesting the exception.

**13.07** Exemptions that are granted for the minimum rent will be granted for a three month period. If the participating family wishes to extend this period of exception past the three month period, it will be treated as a new request and the guidelines for an initial claim shall be followed.

**13.08** Exemptions for minimum rent that are granted for one three month period must be repaid to the Housing Authority by the family. A repayment agreement, which will require the family to repay the balance in equal payments over a 12 month period beginning the first of the month after the exemption period. Failure to make repayments as indicated in the repayment agreement will be subject to termination and will result in the entire balance being due within 30 calendar days. Any remaining outstanding balance will be enrolled for collection through the Wisconsin Tax Recovery Intercept Program (TRIP).

**13.09** Exemptions for minimum rent that are granted by the Housing Authority that exceed a three month period will be considered long-term hardships, which will not be required to be repaid so long as the hardship continues.

**POLICY 14**  
**MOVING WITH CONTINUED ASSISTANCE**

**14.01 OVERVIEW**

**14.01.1** A participating family may be issued a Housing Choice Voucher for the purpose of finding another dwelling unit while maintaining their housing assistance within the City of Janesville or another community that administers a Housing Choice Voucher Program.

**14.02 CONDITIONS FOR APPROVING A MOVE**

**14.02.1A family may move to a new unit under the following conditions:**

- A. The assisted lease term has ended or the lease has terminated by mutual agreement of the owner and tenant. A request to move must be submitted in writing to the HA. The tenant must also give notice as required in their lease agreement and provide the HA a copy of the notice. Prior to approving a move, the HA will conduct a criminal background check and verify that all rent and utilities are current. In the case of a mutual termination, the agreement must be signed by both the landlord and tenant and submitted to the HA in writing. The HA will review the request and will make every effort to approve or disapprove the request to move within one (1) week. The HA will issue the family a voucher to move.
- B. The HA has terminated the HAP contract due to an owner's breach of the HAP contract, including, but not limited to: failure to maintain the unit in accordance with Housing Quality Standards and the landlord has indicated they will not make the necessary repairs and/or has failed to make the necessary repairs within 60 calendar days of notification. The HA will issue the family a voucher to move. The family and HA must attempt to find and approve a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.
- C. The move is necessary to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking (protected under the Violence Against Women Act (VAWA)) and who reasonably believe he or she is imminently threatened by harm from further violence if he or she remains in the assisted unit or if any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. The family member must be otherwise in compliance with their obligations under the program. The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

D. A member of the assisted household has a health or medical condition requiring a move and has obtained a doctor's statement to that effect. The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

E. The HA determines that the family's unit does not meet the HQS space standards (due to an increase in family size or change in family composition). The HA will issue the family a voucher to move. The family and HA must attempt to find a suitable unit as soon as possible. Once an acceptable unit has been identified for the family, the HA will notify the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the HA gives notice to the owner.

**14.02.2** If a family moves with continued assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the old assisted unit. Overlap of HAP for the old unit for the month the family moves and the first HAP for the new unit is not considered a duplicative housing subsidy. This situation may occur if the request to move is being made in accordance with 14.02.1 (B-E).

**14.02.3** If the participating family fails to find an acceptable unit, they may continue to receive assistance in the current unit if the unit continues to meet program requirements, the owner agrees and notice has been given to the HA.

**14.02.4** If the participating family fails to find an acceptable unit within 60 calendar days, and their current unit does not meet minimum housing quality standards (HQS), they may submit a request for a voucher extension. The Neighborhood & Community Services Director or Rent Assistance Housing Specialist(s) will review this request and the efforts the family has made to find a suitable dwelling unit and the problems it has encountered and determine what advice or assistance might be helpful. If the Neighborhood & Community Services Director or Rent Assistance Housing Specialist(s) believe that there is a reasonable possibility that the family may, with the additional advice or assistance, if any, find a suitable unit, an extension may be granted not to exceed 60 additional calendar days.

### **14.03 CONDITIONS FOR DISAPPROVING A MOVE**

**14.03.1** A participating family may not move during the initial year of the assisted occupancy.

**14.03.2** A participating family may not move more than one time in any one-year period following the initial year of the assisted occupancy.

**14.03.3** The HA will grant an exception to the moving prohibitions in 14.03.1 and 14.03.2 if the request to move is being made in accordance with 14.02.1 (B-E). Requests to waive this policy shall be made to the Neighborhood & Community Services Director and his/her decision shall be final.



**14.03.** A participating family may not be approved to move if the HA has begun termination proceeding against the participant family.

**14.03.5** A participating family may not be approved to move if the participant family currently owes money to the HA and a repayment agreement is not in place or if the participant family is delinquent in a current repayment agreement. A request to move may be re-evaluated and approved if the entire amount owed to the HA is repaid within 30 calendar days.

**14.03.6** A participating family may not be approved to move if the family has moved out of its assisted unit in violation of the lease.

**14.03.7** A participating family may not be approved to move if the owner has initiated the eviction process or small claims process for unpaid rent or damages. A request to move may be re-evaluated and approved if eviction proceedings are dismissed within 30 calendar days or proof of payment for unpaid rent or damages has been submitted to the HA. Judgements awarded by the court will serve as evidence of unpaid rent or damages and must be repaid prior to approval of a move.

**14.03.8** A request to move which would result in a higher housing assistance payment (HAP) will be denied if the HA is experiencing a funding shortfall and would be unable to avoid terminations of HCV assistance for current participants in order to remain within the HA's budgetary allocations.

#### **14.04 MOVE OUTS**

**14.04.1** The initial PHA will allow an applicant family to move to another PHA's jurisdiction if the family is otherwise eligible for the program; if the head of household (or spouse) was a legal resident in the initial PHA's jurisdiction when the family first submitted an application (pre-application) for admission to the program; and if the family meets the income eligibility for the program where they are seeking to move.

**14.04.1** The initial PHA will allow a participant family to move to another PHA's jurisdiction after they have completed their initial one-year lease period and they meet the conditions for approving a move in Section 14.02. In addition, none of the conditions for disapproving a move in Section 14.03 can be in effect.

**14.04.2** When notified by a participating family, Rent Assistance housing staff will assist in their move under the portability option. The initial PHA will determine a family's eligibility to move under portability; will assist in determining whether there is at least one PHA who is administering a HCV program where the family wishes to move; will provide contact information to the family for all PHA's where they are seeking to move.

**14.04.3** The initial PHA will contact the receiving PHA via email with delivery confirmation to ascertain if they will provide assistance to the family utilizing funding under its own program (absorb the voucher) or bill.

**14.04.4** The initial PHA will issue the family a voucher with an initial voucher term of 90 calendar days. The receiving PHA will also issue the family a voucher with an expiration date no less than 30 calendar days later than the initial voucher. The voucher term may be extended at the discretion of the initial PHA. Depending upon the timing of the family's moving request, the PHA may need to complete an annual reexamination. If the family's voucher expiration date falls outside of the annual 12 month reexamination window, an annual reexamination will be completed.

**14.04.5** The PHA will provide the receiving PHA the HUD-52665 Form (Part 1), a copy of the voucher, a copy of the family's current 50058, and copies of verification information, including EIV printout via email with delivery confirmation.

**14.04.6** If the receiving PHA cannot or will not provide the family with one of its own vouchers, the initial PHA will retain funding of the Housing Choice Voucher and will reimburse the receiving PHA on behalf of the family. The PHA will pay the first billing amount within 30 calendar days of receipt of the initial billing notice and will ensure that monthly billing payments are received no later than the 5<sup>th</sup> working day of each month thereafter.

**14.04.7** In the event that the family wishing to port changes their mind before leasing in another PHA's jurisdiction, the PHA will grant a 30 day extension to their voucher to allow them to either return to the City of Janesville or move to another jurisdiction.

**14.04.8** Requests to move to another HA that has a higher payment standard will be denied if the HA is experiencing a funding shortfall. Requests will be denied only if the move is to a higher cost jurisdiction, the PHA would be unable to avoid terminating current participants during the calendar year to remain within their budget allocation and the PHA would be required to administer the voucher (i.e. the receiving PHA will not absorb the voucher). In the event that requests to move due to insufficient funding, the PHA will maintain a record of those denied and notify families when funding becomes available.

**14.04.6** All Family Self Sufficiency (FSS) Program participants will be eligible to participate in the portability option available under the Rent Assistance Program rules. All participants must reside within the jurisdiction of the Janesville Community Development Authority for at least 12 months after signing the Contract of Participation (COP) for the FSS Program. After the 12 month residency period, a participant family can choose to continue to participate in another jurisdiction if:

A. The receiving PHA agrees to give a preference to the FSS family to participate in the receiving PHA's FSS program.

B. The family must demonstrate to the Janesville Community Development Authority that they will be able to fulfill its responsibilities under the original (or modified) contract at the new place of residence within the allotted time.

#### **14.05 PORTABILITY MOVE INS**

**14.05.1** The PHA will receive inquiries from family's who are participating in other jurisdictions HCV program and inform the initial PHA whether they will absorb or bill the incoming family's voucher.

**14.05.2** The PHA will not redetermine income eligibility for a family that was already receiving assistance; however, the PHA will rescreen the family, applying the PHA's policies for denial/termination of assistance. If the family is determined to be ineligible, they will be offered the opportunity for an informal review or hearing and will be referred back to the initial PHA.

**14.05.3** The PHA will process the family's request for portability within two weeks after receiving the HUD-52665 and supporting documentation for the family. The PHA will make an effort to schedule a family orientation within the two week time period, but will not delay issuing a voucher due to the orientation schedule.

**14.05.4** The PHA will determine the family's voucher size and will issue the family a voucher with a voucher term that is 30 calendar days later than the initial voucher. The voucher term may be extended at the discretion of the initial PHA.

**14.05.5** The PHA will absorb an incoming tenant with a voucher with the approval of the Neighborhood & Community Services Director. If the program does not have sufficient funding to provide the incoming tenant with a HCV or is experiencing a funding shortfall, the program will administer assistance for the family on behalf of the initial PHA.

**14.05.6** The PHA will provide the initial PHA the HUD-52665 Form (Part 2), informing them that either the family has leased up and is being absorbed, that the family has leased up and providing billing information, or that the family has failed to lease up and their voucher has expired. Communication will be via email with delivery confirmation.

**14.05.6** The PHA is responsible for all program functions for the family. If billing, the PHA shall notify the initial PHA promptly of any changes in family status or the billing amount. Updated HUD-52665 and HUD-50058 (if there is a change in HAP) will be provided to the initial PHA.

#### **14.06 EMERGENCY TRANSFER PLAN**

**14.06.1** The HA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current unit to another unit.

**14.06.2** 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 tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

**14.06.3** To request an emergency transfer, the participant shall provide a written request to the HA that includes either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the City of Janesville's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The HA will provide a participant with an Emergency Transfer Request Form (HUD Form 5383) to assist the participant in making their request.

**14.06.4** The HA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the HA 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 program.

**14.06.5** The HA will act as quickly as possible to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

**14.06.6** Pending processing of the emergency transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. The HA will provide the participant with a written copy of the Emergency Transfer Plan to include other agencies who may be able to offer assistance in creating a safety plan.

**POLICY 15**  
**ABSENCE FROM UNIT**

**15.01** The family may be absent from the unit for brief periods of time. However, the family may not be absent from the unit for a period of more than 120 consecutive calendar days in any circumstance, or for any reason. Absent is defined to mean that no member of the family is residing in the unit. Absence is different than moving from the unit. If a family moves from the unit, housing assistance payments for that unit will terminate immediately.

**15.02** Any absence from the unit exceeding thirty (30) calendar days must be reported to and approved by the HA. Failure to notify and receive approval from the HA for such absences, may result in termination of assistance. Requests for approval must be submitted to the HA in writing and will be evaluated on a case by case basis taking into account all relevant circumstances. Requests based upon factors beyond the control of the family (hospitalization, employment, etc.) are more likely to be favorably reviewed than those of a voluntary nature.

**15.03** Decisions concerning requests for an absence from the unit may be appealed to the Neighborhood & Community Services Director within fourteen sixteen (16) calendar days. The decision of the Neighborhood & Community Services Director shall be final. If the decision results in termination of assistance, the family shall be given the opportunity for an informal hearing prior to the termination of the assistance.

**15.04** Once assistance has been terminated due to an unapproved absence or an absence exceeding 120 consecutive calendar days, the family must reapply for assistance and wait for their name to come to the top of the waiting list.

**POLICY 16**  
**FAMILY BREAK-UP/DECEASED HEAD OF HOUSEHOLD**

**16.01 FAMILY BREAK UP**

**16.01.1** If an assisted family breaks-up, the HA will determine who the assistance should continue with. The HA may consider factors such as:

- A. Whether the assistance should remain with family members remaining in the original assisted unit.
- B. The interest of minor children or of ill, elderly or disabled family members.
- C. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.

**16.01.2** Determinations will be made on a case by case basis, based upon the circumstances of individual cases. Determinations will be made by the case manager and may be appealed in writing within fourteen sixteen (16) days to the Neighborhood & Community Services Director. The decision of the Neighborhood & Community Services Director shall be final.

**16.01.3** When a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.

**16.02 DECEASED HEAD OF HOUSEHOLD**

**16.02.1** When the head of an assisted household dies during tenancy and there are other adults in the household, the following policies will apply:

- A. If there is a co-head of household, the co-head would automatically become the head of household.
- B. If there is no co-head of household, the remaining family members shall decide who will be selected as the head of household.

**16.02.2** When the head of an assisted household dies during tenancy and all of the remaining household members are minors, the HA may:

- A. Allow an adult guardian to reside in the unit until a court-appointed guardian is established.
- B. In accordance with normal eligibility and screening policies, the HA may add the new guardian as the new head of household.

## **POLICY 17 PAYMENT STANDARDS**

### **17.01 PURPOSE**

17.01.1 Payment standards are established and used in the calculation of the housing assistance payment (HAP) that the Housing Authority (HA) pays to the owner on behalf of the family leasing the unit. Payment standards should allow families a reasonable selection of decent, safe, and affordable housing in a range of neighborhoods in the HA's jurisdiction.

17.01.2 Payment Standards are the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family). The payment standard for a family is the lower of: payment standard for the family unit size indicated on the voucher; or payment standard for the size of the unit leased by the family.

### **17.02 REVIEW OF PAYMENT STANDARD**

17.02.1 The HA will evaluate the payment standards in effect and review HUD's fair market rent calculations, including the small area fair market rent by zip code on an annual basis. The HA may consider the following: rent burden of assisted families, availability of suitable vacant units with rents below the payment standards, size and amenities of units selected, time required to locate housing, leasing success rates, and large number of families moving out of the HA's jurisdiction.

17.02.2 Recommendations to revise the payment standards will be brought forward to the CDA for their consideration as warranted and based upon this annual evaluation.

### **17.03 PAYMENT STANDARD**

17.03.1 The HA has established a payment standard that is equal to 110% of the fair market rent as determined by the U.S. Department of Housing and Urban Development.

17.03.2 The payment standard may be increased to 120% by the Housing Services Director, if required as a reasonable accommodation for a family that includes a person with disabilities.

17.03.3 The HA has adopted a higher Small Area Fair Market Rent (SAFMR)-based exception payment standard for all bedroom sizes within the 53546 zip code. The exception payment standard will be set at 110% of the HUD calculated SAFMR for that zip code.

### **17.04 PAYMENT STANDARD CHANGES**

17.04.1 Whenever the FMR increases or decreases, the HA will update its payment standards to be equal to 110% of FMR or the exception payment standard for the applicable zip code.

17.04.2 The HA will update the changes expeditiously, but no later than three months from the effective date of the changed FMR.

17.04.3 Normal rounding rules will not apply when determining the payment standard amount from the FMR, because they cannot exceed the HUD basic range. While rounding the payment standards to a whole dollar amount, the HA must ensure that the rounded figures are within the basic range and will round down to the nearest whole dollar.

17.04.4 If a payment standard is increased, the higher payment standard is first used in calculating the HAP beginning at the effective date of the family's first regular (annual) reexamination on or after the effective date of the increase in the payment standard amount. Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination.

17.04.5 If a payment standard is decreased, the HA will use the lower payment standard to calculate the family's HAP beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard.

17.04.6 If the PHA lowers its payment standards, the payment standard applies immediately to all new admissions, moves, and families remaining in their units with a new HAP contract (e.g., when the owner offers or requires a new lease). If a family's voucher size is reduced, any lowered payment standard will be applied at the first regular (annual) reexamination following the subsidy standard change. This rule applies whether the family's voucher size was reduced due to a change in family composition or due to the PHA changing its subsidy standards.<sup>17</sup>

17.04.7 In the event that the Small Area Fair Market Rent becomes lower than the payment standard based on the overall Fair Market Rent, the higher payment standard will be implemented.



## **POLICY 18 PROGRAM TERMINATIONS**

**18.01** The PHA will terminate assistance for a participant if social security disclosure requirements are not met.

**18.02** The PHA will terminate assistance for a participant if any family member fails to sign and submit required consent forms.

**18.03** The PHA will terminate assistance for a participant if the family does not establish citizenship or eligible immigration status.

**18.04** The PHA will terminate assistance for a participant if they determine that a family member has knowingly permitted an individual ineligible for assistance (under Restriction on Assistance to Noncitizens Regulations) to reside in the assisted housing unit of the family member.

**18.05** The PHA will terminate assistance for a participant if it is discovered that a member of an assisted household who was admitted after June 25, 2001, was subject to a lifetime registered sex offender requirement. The family will be given the opportunity to remove that individual from the household to retain their assistance.

**18.06** The PHA will terminate assistance for a participant if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612. If the household contains eligible and ineligible students, the eligible students will not be terminated and the PHA will either issue a voucher for the eligible members to move with continued assistance or the eligible members may remain in the unit if the ineligible student(s) move out.

**18.07** The PHA will terminate assistance for a participant if the family was evicted for serious violation of the lease.

**18.08** The PHA will terminate assistance for a participant if the family violates any family obligation under the program as indicated on the Voucher. This includes, but is not limited to: allowing HQS inspections; using the assisted unit as the family's only residence; paying utility bills; reporting all changes in family composition to the HA within ten (10) days of the change. Failure to report changes in family composition in a timely manner will be considered misrepresentation and may result in the termination of assistance and/or a repayment to the HA for the difference between **the HAP and what the HAP would have been with the change in family composition.**

**18.09** The PHA will terminate assistance for a participant if any family member commits fraud, bribery, or another corrupt or criminal act regarding the program.

**18.10** The PHA will terminate assistance for a participant if the family owes rent or other amounts to the PHA, including breaching a repayment agreement with the PHA.

**18.10.1** If evidence of misrepresentation exists, repayment, in full amount of the overpayment, must be made to the HA whether the action was intentional or unintentional.

**18.10.2** If evidence indicates the misrepresentation was unintentional, or if intent is unclear, the tenant must begin making regular monthly payments to the HA beginning the first of the month following notification to the tenant of the overpayment. The monthly repayment amount due the program from a tenant for amounts due under \$1,000 shall be determined by taking the full amount owed and dividing that amount equally over the following 12 months. The minimum repayment amount per month will be \$5.00. The monthly repayment amount due the program for amounts over \$1,000 will be determined by the Program staff to be reasonable and approved by the Neighborhood & Community Services Director. Payments are due by close of business the fifth day of each month.

**18.10.3** If evidence indicates the misrepresentation was intentional and the amount overpaid on behalf of the tenant exceeds \$1,000, the case may be referred to the Rock County District Attorney's Office with a copy of information and materials to the appropriate Regional Inspector General for investigation of the information. If evidence indicates the misrepresentation was intentional, repayment must be made in full to the HA and shall be accomplished through a repayment schedule established by the Neighborhood & Community Services Director or his/her designee. If payments are not made by the tenant as required by the HA, the tenant shall be terminated from the program after 30 days' notice to the landlord involved. Notice to the landlord shall be given on the first day of the month. The entire outstanding balance will be enrolled for collection through the Wisconsin Tax Recovery Intercept Program (TRIP). The tenant/family will not be allowed to again participate in the program until the debt is repaid in full or ten (10) years following termination from the program.

**18.11** The PHA will terminate assistance for an FSS participant family if they fail to comply with the family's FSS contract.

**18.12** The PHA will terminate assistance for a participant if the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

**18.13** The PHA will terminate assistance for a participant if the PHA has determined that any member of the household has ever been convicted for drug-related criminal activity for manufacture of production of methamphetamine on the premises of federally assisted housing.

**18.14** The PHA will terminate assistance for a participant family if any member of the family is listed as a lifetime registrant under a state sex offender registration program and was admitted after June 25, 2001. The family will be given the opportunity to remove that individual from the household to retain their assistance.

## **18.15 ILLEGAL DRUG USERS**

**18.15.1** The HA will terminate assistance for a participant family if any family member:

- Has engaged in illegal drug activity, including currently engaging in any illegal use of a drug
- A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment on the premises by other residents.
- A household member has violated family obligations not to engage in any drug related activity.
- A household member's alcohol abuse or pattern of abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

**18.15.2** The following standards may be used in making this determination:

- A. If any member of the family has been arrested for illegal drug activity and a review of the conduct that led to the arrest demonstrates that the family member was engaged in illegal drug activity. The activity for which the participant was arrested must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.
- B. If any member of the family has been convicted of illegal drug activity. The activity for which the participant was convicted must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

**18.15.3** The HA may choose not to terminate assistance if the family member can demonstrate that he or she:

Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and

Is recovering, or has recovered from such addiction and does not currently use or possess controlled substances. The HA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition of being allowed to reside in the unit.

## **18.16 ALCOHOL ABUSERS**

**18.16.1** The HA may terminate assistance for a participant family if any member of the family abuses alcohol in such a way that it interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

**18.16.2** The following standards may be used in making this determination:

A. If any member of the family has been arrested for an activity that interferes with the health, safety and right to peaceful enjoyment of property of others, and a review of the conduct that lead to the arrest demonstrates that the family member was engaged in prohibited alcohol-related activity. The activity for which the participant was arrested must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

B. If any member of the family has been convicted of an activity that interferes with the health, safety and right to peaceful enjoyment of property of others, which is alcohol related. The activity for which the participant was convicted must have occurred within one (1) year from the date the participant is notified of the decision to terminate assistance.

**18.16.3** The HA may choose not to terminate assistance if the family member can demonstrate that he or she:

Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and

Is recovering, or has recovered from such addiction and does not currently use or possess alcohol. The HA may require a family member who has engaged in the disruptive use of alcohol to submit evidence of participation in, or successful completion of, a treatment program as a condition of being allowed to reside in the unit.

## **18.17 DISORDERLY CONDUCT, PHYSICAL CONTACT VIOLATIONS, AND/OR VIOLENT CRIMINAL BEHAVIOR**

**18.17.1** The HA may terminate assistance for a participant family if any member of the family is involved in violent criminal activity, including Disorderly Conduct in which any of the following circumstances apply:

- Physical contact violations.
- Illegal weapons use or possession.
- Criminal behavior that is violent in nature.

In deciding whether to terminate assistance for a participant family, the HA shall consider all of the circumstances of each case including the seriousness of the case, the extent of participation or involvement of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action. The decision to terminate assistance shall be made based upon a preponderance of the evidence, regardless of arrest or conviction.

## **18.18 DISCRETION TO CONSIDER CIRCUMSTANCES**

**18.18.1** In deciding whether to terminate assistance for a participant family, under Policy 18, the HA has discretion to consider all of the circumstances of each case including the seriousness of the case, the extent of participation or involvement of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action.

**18.18.2** The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action will not reside in the unit.

## **18.19 NOTIFICATION**

Participants shall be notified in writing of the decision to terminate assistance, The termination notice shall state who committed the alleged violation, what conduct the HA alleges occurred, when the alleged incident occurred, what policies or rules the conduct violates, how the conduct fails to comply with the HA rules or policies, and what evidence the HA has that leads it to believe that the described violation occurred. The termination notice shall state the participant has a right to request an informal hearing and shall state the deadline for the participant to request an informal hearing.

**POLICY 19**  
**TERMINATION OF LEASE**

**19.01 TERMINATION OF LEASE**

**19.01.1** The owner shall not terminate the tenancy of the family except for:

- A. Serious or repeated violation of the terms and conditions of the lease;
- B. Violation of Federal, State or local law which imposes obligations on the family in connection with the occupancy and use of the dwelling unit; or
- C. Other good cause (as defined in the Housing Assistance Payment Contract).

**19.01.2** The owner may evict the family from the contract unit only by instituting court action. The owner must notify the HA in writing of the commencement of procedures for termination of tenancy, at the same time that the owner gives notice to the family under state or local law. The notice to the HA may be given by furnishing to the HA a copy of the notice sent to the family.

**19.02 CLAIMS FOR DAMAGES**

Owners may not claim reimbursement from the HA for unpaid rent payable by the tenant, damages to the unit, or for other amounts owed by the tenant. The owner, in accordance with state law, may use the security deposit as reimbursement for these amounts. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

**POLICY 20**  
**INFORMAL REVIEW FOR APPLICANTS**

**20.01** An applicant who is denied assistance may request an informal review of the decision.

**20.02** All requests for an informal review must be submitted in writing to the Neighborhood & Community Services Director within sixteen (16) calendar days of the date which the applicant was notified of the decision to deny assistance.

**20.03** The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

- A. Discretionary administrative determinations by the HA.
- B. General policy issues or class grievances.
- C. A determination of the family unit size under the HA subsidy standards.
- D. An HA determination not to approve an extension or suspension of a certificate or voucher term.
- E. An HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
- F. An HA determination that a unit selected by the applicant is not in compliance with HQS.
- G. An HA determination that the unit is not in accordance with HQS because of the family size or composition.

**20.04** The Neighborhood & Community Services Director shall give the applicant the opportunity to present written or oral objections to the HA decision.

**20.05** Within thirty (30) calendar days of the receipt of the appeal the applicant shall be notified in writing of the final decision including a brief statement of the reasons for the final decision.

**POLICY 21**  
**INFORMAL HEARING FOR PARTICIPANT**

**21.01** A participant whose assistance is being terminated may request an informal hearing of the decision.

**21.02** All requests for an informal hearing must be submitted in writing to the Neighborhood & Community Services Director within fourteen sixteen (16) calendar days of the date which the applicant was notified of the decision to terminate assistance.

**21.03** The HA must give a participant family an opportunity for an informal hearing for the following determinations:

- A. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- B. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
- C. A determination of the family unit size under the HA subsidy standards.
- D. A determination that a voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
- E. A determination to terminate assistance for a participant family because of the family's action or failure to act.
- F. A determination to terminate assistance because the participant family failed to notify or receive approval from the HA for an absence exceeding thirty (30) calendar days or has been absent from the assisted unit for longer than 120 calendar days.

**21.02** The HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

**21.03** In the cases described in A, B, and C above, the HA must notify the family that the family may ask for an explanation of the basis of the HA determination and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

**21.04** In the cases described in D, E, and F above, the HA must give the family prompt written notice that the family may request a hearing. This notice must:

- A. Contain a brief statement of reasons for the decision, , and shall state who committed the alleged violation, what conduct the HA alleges occurred, when the alleged incident occurred,



what policies or rules the conduct violates, how the conduct fails to comply with the HA rules or policies, and what evidence the HA has that leads it to believe that the described violation occurred.

- B. State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
- C. State the deadline for the family to request an informal hearing. All requests for an informal hearing must be submitted in writing to the Neighborhood & Community Services Director within fourteen sixteen (16) days of the date the family was notified of the decision of the HA , and
- D. Include a copy of the Reasonable Accommodation Policy, and
- E. Include a copy of the VAWA Notice of Occupancy Rights, and
- F. Include a copy of the VAWA Certification.

## **POLICY 22 INFORMAL HEARING PROCEDURES**

**22.01** Once a request for an informal hearing is received by the HA, the hearing will be scheduled, when possible, in thirty (30) calendar days.

**22.02** Once a hearing is scheduled, the family will be given the opportunity to examine their file and any HA documents that are directly relevant to the hearing. The family will be allowed to copy any documents at the family's expense. If a document is not made available to the family, the HA may not rely on the document or present the document at the hearing. An appointment will be set up for the family for review and the family shall be notified in writing of the appointed date and time for review.

**22.03** The HA must be given the opportunity to examine at the HA offices any family documents that are directly relevant to the hearing. If the family does not make the document available to the HA, the family may not rely on the document or present the document at the hearing.

**22.04** At its own expense, the family may be represented by a lawyer or other representative.

**22.05** A hearing officer will be appointed by the HA. The hearing officer shall be a person who did not make or approve the decision under review, or a subordinate of this person. The HA and the participant are prohibited in engaging in ex parte communication with the hearing officer regarding the merits of the case from the time the termination proceedings begin until a decision has been made. Communication between the HA or participant and the hearing officer regarding administrative items, such as scheduling the hearing is allowed. The hearing officer shall take notes of the testimony and shall mark and preserve all exhibits. The hearing officer shall cause the proceedings to be taken by a stenographer or by a recording device, the expense thereof to be paid by the HA.

**22.06** The HA will first be given the opportunity to present evidence and witnesses to support its decision. The family will be allowed to question witnesses.

**22.07** The family will then be allowed to present evidence and witnesses. The HA will be allowed to question witnesses.

**22.08** Both the HA and the family will be allowed an opportunity to summarize their arguments with the Housing Authority proceeding first.

**22.09** The hearing officer will issue a written decision within fourteen (14) days of the completion of the hearing briefly stating the reason for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. The hearing officer may not rely on uncorroborated hearsay for any essential findings of fact. The hearing officer may make determinations as to the credibility of witnesses. The HA may rely on witnesses, sworn statements, documents, or other

evidence to make the decision to terminate assistance. The HA may not rely on uncorroborated hearsay to make the decision to terminate assistance. The HA may not terminate assistance solely because a participant has received mail for someone who does not reside with the participant. A copy of the decision shall be furnished promptly to the family. The decision shall notify the family of its right to request judicial review of the hearing decision from the circuit court within thirty (30) days of receipt of the decision.

**22.10** The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- A. Discretionary administrative determinations by the HA.
- B. General policy issues or class grievances.
- C. Establishment of the HA schedule of utility allowances for families in the program.
- D. A HA determination not to approve an extension or suspension of a certificate or voucher term.
- E. A HA determination not to approve a unit or lease.
- F. A HA determination that an assisted unit is not in compliance with HQS. (However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for breach of the HQS caused by the family).
- G. A HA determination that the unit is not in accordance with HQS because of the family size.
- H. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

22.11 The HA is able to overrule the hearing officer in the event that the decision made by the hearing officer is contrary to HUD regulations.

22.12 The date of the termination shall be the date outlined in the initial termination notice or the last day of the month following the hearing officer's decision whichever is later.

**POLICY 23  
RESERVED**

**POLICY 24**  
**APPROVAL OF LIVE-IN AIDE**

**24.01** A live-in aide is defined as:

A person approved by the HA who resides in the unit to care for a family member who is disabled or at least 50 years of age, and who:

- A. Is determined to be essential to the care and well-being of the person; and
- B. Is not obligated for the financial support of the person; and
- C. Would not be living in the unit except to provide the necessary supportive services.

**24.01.1** The HA will require signed certification from a qualified professional that a reasonable accommodation for a live-in aide is medically necessary. Re-certification may be required on an annual basis.

**24.02** Relatives of the family shall not be automatically excluded as a live-in aide, but must meet the above requirements to qualify.

**24.03** The HA may refuse to approve a person as a live-in aide, or may withdraw such approval, if the person:

- A. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
- B. Commits drug-related or violent criminal activity; or
- C. Currently owes rent or other amounts to the HA or to another HA in connection with the Housing Choice Voucher (HCV) or other public housing assistance under the U.S. Housing Act of 1937.

**24.04** The individual who will be residing in the unit as a live-in-aide will be required to sign a Live-In-Aide Certification that will state they are aware of the requirements to not contribute financially to the household, and continuing compliance with the requirements in items 24.03 A, B and C.

**24.05** The HA will not refuse to approve a live-in aide because the aide has family members that would be residing in the unit, provided that the presence of the live-in aide's family does not overcrowd the unit or create an undue financial burden (i.e. increased occupancy standard).

**24.06** Decisions to deny the approval of a person as a live-in aide may be appealed to the Neighborhood & Community Services Director. The decision to deny approval may be grieved in accordance with Policy 22.

**POLICY 25**  
**FAMILY SELF-SUFFICIENCY (FSS) PROGRAM**

**25.01 DEFINITION**

A voluntary program whose goal is to enable families participating in the Rental Assistance Program to attain the skills, knowledge and motivation to secure the opportunities needed for them to become economically, socially and financially independent and self-sufficient.

**25.02 OUTREACH**

Staff will recruit participants for the Family Self-Sufficiency program from families who are current participants in the Rent Assistance Program. The program will also be explained during group and individual orientation sessions.

**25.03 ESCROW PAYMENTS**

**25.03.1** All escrowed funds will be deposited into a single depository account.

**25.03.2** A separate subsidiary ledger will be maintained for each family participating in the FSS program showing deposits and interest credits into the account.

**25.03.3** When the participant signs their Contract of Participation, the Total Tenant Payment (TTP) is determined at that point, and this becomes the baseline TTP.

**25.03.4** As the participant's earned income increases (which increases the TTP) any difference between the baseline TTP and the actual TTP is deposited into an escrow account on behalf of the family on a monthly basis.

**25.03.5** In order for deposits to be made into an escrow account on behalf of a participant, the participant must report the change in income to the HA, and the HA must complete an interim re-examination of income to adjust the monthly TTP. If a participant fails to report a change in income, the participant's escrow account will not be credited with any portion of back rent.

**25.03.6** FSS accounts will be credited on a monthly basis, but transfers to the depository account will occur on an annual basis.

**25.03.7** Amounts deposited in the escrow account will earn monthly interest at the same rate as the City of Janesville's investments in the Local Government Investment Pool.

**25.04 WITHDRAWAL FROM ESCROW ACCOUNT**

**25.04.1** Funds in the escrow account will be disbursed when:

A. The family completes the contract; or

B. Whenever 30 % of the family monthly adjusted income equals or exceeds the FMR for the size of the unit for which the family qualifies; and

C. When no family member receives welfare assistance.

**25.04.2** Fund in the escrow account may be partially disbursed if:

A. The family has fulfilled interim Contract goals; and

B. Needs a portion of the FSS account funds for the purposes consistent with the Contract such as:

- School tuition or other school costs,
- Job training expenses,
- Business start-up expenses, and
- Car when public transportation is unavailable or inaccessible to the family.

**25.04.3** The decision to disburse funds from an escrow account shall be made by the Neighborhood & Community Services Director.

**25.05** Amounts in the escrow account shall be forfeited if:

A. The Contract of Participation is terminated; or

B. The Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions.

**POLICY 26**  
**VERIFICATION OF INFORMATION**

**26.01** It is the responsibility of the Housing Authority staff to determine, in accordance with HA policy, each applicant's

Eligibility,  
family size,  
income eligibility,  
and Total Tenant Payment.

HUD regulations require the HA to verify:

- A. Type of family (for purpose of determining preferences and allowances)
- B. Income/assets of all family members
- C. Appropriate allowances and/or deductions
- D. Local preference claims
- E. Documentation required by local PHA policy
- F. Social security numbers for all household members, except non-contending persons
- G. Eligible immigration status.

**26.02** Initially, and at each annual re-examination, the head of the household and all adult household members will be required to sign a release and consent form authorizing the release of necessary information to the Housing Authority.

**26.03** The PHA will obtain verification of eligibility no more than 60 days before initial issuance of voucher.

**26.04** The housing authority will require third-party verifications for all sources of income, assets, and expenses required to be verified by HUD. Verification will occur based upon the following verification technique (from highest to lowest).

- Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system. This is mandatory for all participants, but not currently available for applicants.
- Upfront Income Verification (UIV) using non-HUD system (i.e. Work #, State Govt. database, IRS transcript Form 4506-T).
- Written Third Party Verification. This is mandatory to supplement EIV-reported income sources and when EIV has no data; mandatory for non-EIV reported income sources; mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support the dispute. Written Third Party Verification consists of an original or authentic document generated by a third party source dated within the 60 day period preceding the review. Acceptable documentation includes, but is not limited to the following (if generated by a third party source): pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter,



bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

- **Written Third Party Verification Form.** This is mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation. Written Third Party Verification Form consists of a standardized form to collect information from a third party source, which is sent directly to the third party source and completed by the third party.
- **Oral Third Party Verification.** This is mandatory if written third party verification is not available. Oral Third Party Verification consists of telephone or in-person contact with a third party. If oral third party verification is used, the name and phone number of the person, along with the confirmed information shall be documented for the tenant file.
- **Tenant Declaration.** This verification technique is to be used when the PHA is unable to obtain any type of third party verification and when households report assets of less than \$5,000. Tenant verification consists of an affidavit of reported income and/or expenses from the tenant to the PHA.

A first request will be emailed, faxed, or mailed to the verification source. If no response is received within seven (7) to fourteen sixteen (16) calendar days, a second request will be mailed. If no response is received to the second request within fourteen sixteen (16) calendar days, staff may pursue another level of verification.

**26.05** The PHA will not verify income sources which must be reported to HUD, but which are fully excluded in the calculation of annual income. This includes items such as: Supplemental Nutrition Assistance Program benefits (food stamps) and income from live-in aides. The PHA will accept the participant's self-certification as verification of fully excluded income. The PHA may elevate the verifications if believed necessary to determine if a source of income qualifies for a full exclusion.

**26.06** The PHA may use a streamlined annual re-examination process for the verification of income for elderly families and disabled families where 100% of their income is fixed. Fixed income includes: social security; supplemental security income; security disability insurance; State disability benefits; various pension plans; and other periodic payments that are substantially the same amounts from year to year. Family incomes would be recalculated by applying any published cost of living adjustments to the previously verified income amount.

**26.07** In verifying and calculating annual income from assets greater than \$5,000, the PHA will use the greater of either: (1) actual income resulting from all net family assets; or (2) a percentage of the value of such assets based upon a passbook savings rate established by the PHA within 75 basis points (plus or minus .75%) of the Savings National Rate. The passbook savings rate is reviewed annually by the PHA to ensure that it falls within the safe harbor range of plus or minus .75% of the national rate. When set (or reset) by the PHA, the passbook savings rate will be equal to the national savings rate in effect on that date as published by the Federal Deposit Insurance Corporation ([www.fdic.gov/regulations/resources/rates/](http://www.fdic.gov/regulations/resources/rates/)).

**POLICY 27**  
**EQUAL OPPORTUNITY AND FAIR HOUSING POLICY**

This Housing Authority will not deny to any family the opportunity to apply for admission, nor deny an eligible applicant the opportunity to receive assistance on the basis of sex, race, color, sexual orientation, gender identity, disability, religion, national origin, marital status, familial status, lawful source of income, age or ancestry, gender expression or status as a victim of domestic violence, dating violence, sexual assault or stalking.

It is the policy of this Housing Authority to comply fully with all federal, state and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA will assist a family that claims that illegal discrimination has prevented the family from leasing a suitable unit.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk. Fair Housing posters are posted throughout the Housing Authority office at a height easily readable from a wheelchair.

The Neighborhood & Community Services office is accessible to persons with disabilities, and accessibility for the hearing impaired is provided by the TDD line.

**27.01 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS**

The Neighborhood & Community Services office will have access to a translation service agency to provide this service to applicants and/or participants who speak languages other than English in order to assist non-English speaking families.

**27.02 CERTIFICATION**

The HA will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

## **POLICY 28 REASONABLE ACCOMMODATION**

**28.01** In the event that a person with disabilities may need a reasonable accommodation in order to take full advantage of the housing programs and related services, the following policy clarifies how people can request accommodations and the guidelines the Neighborhood & Community Services office will follow in determining whether it is reasonable to provide a requested accommodation. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability.

**28.02** Because disabilities are not always apparent, the Neighborhood & Community Services office will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

The full application and annual questionnaire include information about the HA's reasonable accommodation policy and the applicant/participant's right to request a reasonable accommodation. In addition, all termination notices shall include information about the right to request a Reasonable Accommodation.

**28.03** The HA will use the broad definition of a person with a disability for the purposes of granting a reasonable accommodation request under ADA/Section 504/Fair Housing Act. This definition defines a "handicap" as: a physical, mental or emotional impairment that substantially limits one or more of a person's major life activities; has a record of such impairment; or is regarded as having such impairment. The following categories are excluded from Fair Housing Act protections: current drug users, people whose alcohol use interferes with the rights of others, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless the threat can be controlled with a reasonable accommodation, and juvenile offenders and sex offenders.

**28.04** The Neighborhood & Community Services Director may approve a payment standard greater than 110%, but not more than 120%, if required as a reasonable accommodation for a family that includes a person with disabilities. Prior to making this determination, the HA will perform a rent reasonableness determination. In addition, the HA will verify that the unit has the feature(s) required to meet the needs of the person with disabilities.

## **POLICY 29 VIOLENCE AGAINST WOMEN ACT**

### **29.01 PURPOSE**

The purpose of this Policy is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) the Violence Against Women Reauthorization Act of 2013 (VAWA 2013) and more generally to set forth the HA's policies and procedures regarding domestic violence, dating violence, sexual assault and stalking, as hereinafter defined.

The general purpose of the law is to reduce domestic violence, dating violence, sexual assault, and stalking, and to prevent homelessness. The law protects victims of domestic violence, dating violence, sexual assault and stalking who reside in public, assisted, and other types of housing and ensures that such victims have meaningful access to the criminal justice system without jeopardizing such housing.

Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault or stalking as well as female victims of such violence.

### **29.02 GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault or stalking;
- D. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault or stalking, affecting individuals assisted by the HA.

### **29.03 ADMISSIONS AND SCREENING**

Non-Denial of Assistance. The HA will not deny admission to any person in the HCV Program because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking, provided that such person is otherwise qualified for such admission. Applicants will be provided with a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault or Stalking Form, and will be requested to sign an acknowledgement form at the time they complete

the full application/questionnaire. Applicants who have been determined to be ineligible for assistance, will also receive a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault or Stalking Form, in their denial letter, which also informs them of their opportunity for an Informal Review.

## **29.04 TERMINATION OF ASSISTANCE**

### **29.04.1 VAWA PROTECTIONS**

Under VAWA, assistance will not be terminated by the HA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. However, the protection against termination of assistance described in this paragraph is subject to the following limitations:

- A. Nothing contained in this paragraph shall limit any otherwise available authority of the HA to terminate assistance for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in questions against the tenant or a member of the tenant's household.
- B. Nothing contained in this paragraph shall be construed to limit the authority of the HA to terminate the assistance of any occupant who can be demonstrated to pose an actual and imminent threat to other tenants or those employed at or providing service to the property.
- C. Nothing contained in this paragraph shall be construed to supersede any provision of Federal, State, or local laws that provide greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Participants who have been determined to be found ineligible for continued assistance, will receive a copy of the Notice of Occupancy Rights under VAWA, along with the Certification of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault or Stalking Form, in their notice of termination, which also informs them of their opportunity for an Informal Hearing.

### **29.04.2 REMOVAL OF THE PERPETRATOR**

Further, notwithstanding anything in Federal, State or local law to the contrary, the HA may divide a lease, or remove a household member from a lease in order to remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual. Such action shall be made without regard to whether a household member is a signatory to a lease. Such action against the perpetrator of such physical violence may be taken without removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or lawful occupant.

## **29.05 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

### **29.05.1 REQUIREMENT FOR VERIFICATION**

The law allows, but does not require, the HA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in 29.05.3 below, the HA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the HA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished in one of the following ways:

1. HUD-approved form (HUD-5382). By providing to the HA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse, meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator only if the perpetrator is safe to provide and is known to the victim.
2. Other documentation – by providing to the HA documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, a mental health or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or other knowledgeable professional. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident in question bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. Police or court record – by providing to the HA a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
4. A record of an administrative agency.

### **29.05.2 TIME ALLOWED TO PROVIDE VERIFICATION/FAILURE TO PROVIDE**

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is

requested by the HA to provide verification, must provide such verification within sixteen 16 business days (excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time, will result in loss of protection under VAWA and this policy against a proposed adverse action. The PHA may extend the sixteen 16-day deadline at its discretion; however, any extension granted shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

### **29.05.3 WAIVER OF VERIFICATION REQUIREMENT**

The Neighborhood & Community Services Director may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

**POLICY 30**  
**TERMINATION OF ASSISTANCE DUE TO INSUFFICIENT FUNDING**

**30.01 PURPOSE**

The purpose of this policy is to outline how the HA would terminate HAP contracts, in accordance with HUD requirements, if the HA determines that funding under the Consolidated Annual Contributions Contract is insufficient to support continued assistance for households in the program.

**30.02 FUNDING DETERMINATION**

In determining if funding under the Consolidated Annual Contributions Contract is insufficient to support continued assistance for households in the program, the HA will take into consideration its available budget authority, which includes unspent prior year HAP funds maintained in the HA's Net Restricted Assets account.

**30.03 COST SAVING MEASURES**

Before terminating HAP contracts on the basis of insufficient funding, the HA will ensure that it has carefully considered all cost-savings measures and the impact such terminations will likely have on program applicants and participants.

**30.04 NOTIFICATION**

Before terminating any HAP contracts, the HA will notify the HUD Field Office and its financial analyst at the Financial Management Center.

Before terminating any HAP contracts, the HA will provide 90 days advance notice to affected landlords and tenants.

**30.05 ORDER OF TERMINATION**

If the termination of HAP contracts due to insufficient funding is required, the order of terminations will be as follows:

1. Single, non elderly, non disabled households, starting with the individuals who have been on the program the longest amount of time;
2. Non elderly, non disabled households, starting with the individuals who have been on the program the longest amount of time;
3. Participants in the YWCA Transitional Living Program or other approved Transitional Living Program, starting with the individuals who have been on the program the longest amount of time;



4. Elderly, non disabled households, starting with the individuals who have been on the program the longest amount of time.
5. Disabled households, starting with the individuals who have been on the program the longest amount of time.

#### **30.06 RESUMPTION OF ASSISTANCE**

Individuals and households terminated from the program due to a funding shortfall will be placed on the top of the waiting list. As soon as sufficient funding is available, assistance will be offered in the reverse order of the terminations.

## **POLICY 31 CONFLICT OF INTEREST**

**31.01** A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

A “Covered individual” means a person or entity who is a member of any of the following classes:

- (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
- (2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
- (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
- (4) Any member of the Congress of the United States.

An “Immediate family member” means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

**31.02** The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

**31.03** No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

**31.04** The PHA must not approve an assisted tenancy if the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

**31.05** The PHA must not approve the tenancy contracts of any covered individual, including immediate family members.

**31.06** The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

**POLICY 32**  
**FOSTER YOUTH TO INDEPENDENCE TENANT PROTECTION VOUCHER**  
**PROGRAM**

**32.01 PURPOSE**

Rental assistance for youth under the Foster Youth to Independence-Tenant Protection Voucher Program (FYI-TPV) was authorized in the Consolidated Appropriations Act, 2019 (2019 Appropriations Act; Public Law 116-6, approved February 15, 2019). The FYI-TPV Voucher Program at the City of Janesville Housing Authority combines rental assistance with services overseen by the Southwest Wisconsin Workforce Development Board (SWWDB), and the Homeless Intervention Task Force (HITF).

The City of Janesville Housing Authority has signed a Memorandum of Agreement for the Foster Youth to Independence program. In this agreement the City of Janesville Housing Authority, SWWDB, RCHS, and HITF will work to expand the number of youth served by incorporating FYI-TPV into the referral process. The City of Janesville Housing Authority agrees to administer the housing assistance and SWWDB agrees to identify eligible youth and/or provide supportive services.

**31.02 DEFINITIONS**

**Public Child Welfare Agency (PCWA)**

PCWA means the agency that is responsible under applicable State law for determining that a child is at imminent risk of placement in out-of-home care or that a child in out-of-home care under the supervision of the public agency may be returned to his or her family, or that a youth is at least 18 years and not more than 24 years of age and left foster care, 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 is homeless or is at risk of becoming homeless at age 16 or older.

For purposes of this program, PCWA is Rock County Department of Social Services and The Southwest Wisconsin Workforce Development Board.

**Eligible Household**

A youth certified by a PCWA as meeting the following conditions:

- Has attained at least 18 years and not more than 24 years of age;
- Has left foster care, 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 at age 16 or older; and
- Is homeless or is at risk of becoming homeless.

Eligibility is not limited to single persons. Youth may be pregnant or have custody of minor children.

## **Homeless**

Homeless (24 CFR 578.3) means:

- 1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - a) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - b) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
  - c) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- 2) An individual or family who will imminently lose their primary nighttime residence, provided that:
  - a) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - b) No subsequent residence has been identified; and
  - c) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- 3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- a) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - b) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  - c) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - d) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- 4) Any individual or family who:
- a) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
  - b) Has no other residence; and
  - c) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

**At Risk of Becoming Homeless**

At risk of being homeless means (24 CFR 576.2)

- 1) An individual or family who:
  - a) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
  - b) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and
  - c) Meets one of the following conditions:
    - (1) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
    - (2) Is living in the home of another because of economic hardship;

- (3) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
  - (4) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
  - (5) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
  - (6) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (7) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- 2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
  - 3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian( s) of that child or youth if living with her or him.

### **Required Supportive Services**

The services listed in 1 through 6 below must be provided for a period of 36 months to youth receiving rental assistance through this notice. An eligible youth cannot be required to participate in these services as condition of receipt of the voucher.

1. Basic life skills information/counseling on money management
2. Use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).
3. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
4. Providing such assurances to owners of rental property as are reasonable and necessary to assist an eligible youth to rent a unit with a voucher.
5. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).

6. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.

### **31.03 VOUCHER**

These vouchers are governed by the rules set forth in Public & Indian Housing Notice 2019-20, July 26, 2019 and Housing Choice Voucher Program regulations at 24 CFR 982, as may be amended or superceded from time to time. Under the PIH Notice, The City of Janesville Housing Authority is limited to a maximum of 25 FYI-TPV vouchers in a fiscal year.

### **31.04 ADMINISTRATION**

The City of Janesville Housing Authority will administer FYI-TPV vouchers under the same rules as regular Housing Choice Voucher Program vouchers except as described in the sections below. In general,

- A. FYI-TPV vouchers are issued to SWWDB and RCHS referrals only.
- B. These vouchers are limited to 36 individual months of subsidy.
- C. FYI-TPV vouchers will have its own monthly budget report as these vouchers have a separate funding stream. These vouchers are in addition to the Housing Authority's regular voucher allocation.
- D. FYI-TPV vouchers are eligible for portability in the same manner as the Housing Choice Vouchers.

### **31.05 ELIGIBILITY**

FYI-TPV vouchers are reserved for those families who meet HUD's definition of homeless youth. A youth must be certified by a PCWA as meeting the following conditions:

- Has attained at least 18 years and not more than 24 years of age;
- Has left foster care, 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 at age 16 or older; and
- Is homeless or is at risk of becoming homeless.

Eligibility is not limited to single persons. Youth may be pregnant or have custody of minor children.

Eligibility will be extended to those who have Rock County as their county of origin.

SWWDB or RCHS will perform these verifications and keep the documentation in its file records.

### **31.06 WAITING LISTS**

The City of Janesville Housing Authority will not create a waiting list for FYI-TPV applicants. These families may apply for under the City of Janesville Housing Choice Voucher Program when that waiting list is open while participating in the FYI-TPV program. All applicants for The City of Janesville Housing Choice Voucher Programs are placed on waiting lists in accordance with the policy and eligibility requirements at the time of application.

### **31.07 APPLICANT SCREENING**

FYI-TPV applicants are subject to the same criteria as other voucher families. Applicant families that are ineligible will receive an Ineligibility Notice. The City of Janesville Housing Authority will copy the service provider point of contact with the Ineligibility Notice so they may assist the family.

### **31.08 EXAMINATIONS**

All FYI-TPV families will be subject to regular (annual) income and composition examinations. Families are not required to maintain supportive services in order to remain eligible for FYI-TPV continuing assistance.

### **31.09 INSPECTION REQUIREMENTS**

FYI-TPV vouchers will follow the inspection requirements as set forth in Policy 8 Dwelling Unit Approval.

### **31.10 MOVES AND PORTS**

Families are eligible to port their FYI-TPV voucher to any housing authority that administers a voucher program. The City of Janesville Housing Authority will administer portability under standard HUD regulations and Policy 14.



**POLICY 33**  
**HOMEOWNERSHIP OPTION**

**33.01 PURPOSE**

33.01.1 In accordance with Federal Regulations 24 CFR 982.625-982.642, the Janesville Housing Authority has elected to offer a homeownership option for families that are assisted under the City's HCV Rent Assistance Program. This option allows eligible participants to purchase a home and have their monthly assistance payment be used towards a mortgage payment, rather than a rental payment.

33.01.2 The homeownership option is intended to provide opportunities for low income families to become first time homebuyers and remain stably housed. Through this option, the Housing Authority strives to help families build equity, demonstrate a commitment to equitable fair housing, stem the decline and increase the homeownership rate, and provide a path to self-sufficiency.

**33.02 ELIGIBILITY REQUIREMENTS FOR FAMILIES**

33.02.1 In order to be eligible for homeownership assistance, a family must meet the following eligibility criteria:

- A. The family must be a current participating family with a minimum of one-year participation with the Janesville Housing Authority, be eligible to end their lease and move under Housing Authority policy, and be in good standing (i.e. no pending termination or outstanding repayment agreements); and
- B. The family must meet first-time homebuyer requirements and be any of the following:
  - a. A first-time homeowner, or
  - b. A cooperative member, or
  - c. A family of which a family member is a person with disabilities and use of the homeownership option is needed as a reasonable accommodation; and
- C. The family must meet minimum income requirements
  - a. The annual income of the adult family members who will own the home is not less than the federal minimum wage multiplied by 2,000 hours, or
  - b. In the case of a disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone; or
  - c. The family can demonstrate that it has been pre-qualified or pre-approved for financing that meets financing qualifications and is in an amount sufficient to purchase housing that meets HQS in the City of Janesville; and
- D. The family must meet minimum employment requirements
  - a. Is currently employed on a full-time basis (working not less than an average of 30 hours/week), and
  - b. Has been continuously employed during the year before homeownership assistance begins. In determining whether a family has been fully employed:

- i. the Housing Authority will consider a change in employment where there is less than one-month interruption, if the change in employment was at the choice of the family and resulted in a higher income, and
- ii. the Housing Authority will consider seasonal employment (i.e. educational field working 9 mos./year), if that employment averages not less than 30 hours/week over the course of the entire year, and is reasonably anticipated to continue, and
- iii. the Housing Authority will consider self-employment,
- iv. the Housing Authority may consider current lending institutional or underwriting standards or
- c. The family is an elderly or disabled family (defined in 5.043(b)), or a family includes a person with disabilities and the Housing Authority determines that an exemption is needed as a reasonable accommodation; and

33.02.2 The family must not include an individual who was an adult member of a family when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

### **33.03 ELIGIBILITY REQUIRMENTS FOR HOUSING UNIT**

33.03.1 The Housing Authority must determine that the housing unit satisfies all of the following requirements:

- A. The unit must meet HUD's eligible housing requirements. The unit is either a one-unit property or a single dwelling unit in a cooperative or condominium, or a manufactured home that is permanently installed on land that will be owned by the family (or where the family has the right to occupy the land for at least 40 years), and
- B. The unit may not be any of the following:
  - a. A public housing or Indian housing unit;
  - b. A unit receiving Section 8 project-based assistance;
  - c. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
  - d. A college or other school dormitory;
  - e. On the grounds of penal, reformatory, medical, mental or similar public or private institutions.
- C. The unit has been inspected by the Housing Authority; and
- D. The unit has been inspected by an independent professional inspector designated and paid for by the family and licensed by the State of Wisconsin as a home inspector. The inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems, and
- E. The unit satisfies federal minimum Housing Quality Standards (HQS) at the time of purchase, and

33.03.2 The Housing Authority may not begin assistance if they have been informed that the seller of the home is debarred, suspended, or subject to a limited denial of participation.

33.03.3 If the unit is owned by the Housing Authority (or an entity substantially controlled by the Housing Authority), it must meet all of the following additional conditions:

- A. The Housing Authority must inform the family, both orally and in writing, that the family has the right to purchase any eligible unit and a Housing Authority owned unit is freely selected by the family without Housing Authority pressure or steering, and
- B. The unit must not be ineligible housing, and
- C. The Housing Authority must obtain the services of an independent agency to inspect the unit for compliance with HQS, to review the independent inspection report, to review the contract of sale, and to determine the reasonableness of the sales price.

### **33.04 HOMEOWNERSHIP COUNSELING**

33.04.1 Before homeownership assistance can begin, the family must attend and satisfactorily complete homeownership counseling provided by a HUD-Certified Housing Counselor (pre-purchase counseling). This homeownership counseling shall be completed no longer than two years prior to home purchase.

33.04.2.1 The family must agree to participate in, and attend, at least one post purchase counseling session approximately one year after home purchase. If implemented, additional post-purchase counseling requirements will be clearly outlined and agreed to in writing by the family and Housing Authority prior to home purchase.

33.04.2.2 The Housing Authority may offer additional optional post purchase counseling or activities as time and resources allow (i.e. Homeownership Club).

### **33.05 CONTRACT OF SALE AND DISAPPROVAL OF SELLER**

33.05.1 Before homeownership assistance can begin, the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Housing Authority a copy of the contract of sale.

The contract of sale must:

- a. Specify the price and other terms of sale by the seller to the purchaser, and
- b. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser, and
- c. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser, and
- d. Provide that the purchaser is not obligated to pay for any necessary repairs, and
- e. Not include any seller financing, and
- f. Provide for Housing Authority approval of buyer financing, and

- g. Include a seller certification that the seller has not been debarred, suspended, or subject to a HUD-issued limited denial of participation.

33.05.2.1 The family must obtain ownership of the property by fee-simple title. Assistance in obtaining ownership through land-contract is not allowable nor considered a form of homeownership. Land contracts, contracts for deed, or other installment contracts that do not convey fee simple title to the borrower are not eligible.

33.05.2.2 The Housing Authority may deny approval of a seller for any reason provided for disapproval of an owner as outlined in 24 CFR 982.306(c).

### **33.06 FINANCING AND AFFORDABILITY REQUIREMENTS**

33.06.1 In order to be eligible for homeownership assistance, the following loan/mortgage product and affordability criteria must be met:

A. The first mortgage product of the applicant must meet **all** of the following criteria:

1. The applicant's proposed first mortgage loan must be a fixed interest rate product, to be fixed at the initial interest rate over the life of the loan. Mortgages with balloon payments, interest only mortgages and adjustable rate mortgages will not be approved.
2. The loan must include a provision for the escrow of property taxes and homeowner's insurance to be included in the first mortgage payment.
  - a. An acceptable first mortgage loan may include one where there is no escrow for homeowner's insurance offered by the first mortgage lender, provided that one full year of paid homeowner's insurance is documented at the time of closing and the proposed first mortgage meets all other underwriting criteria. In addition, the City of Janesville will be named as 'additional insured or loss payee' on the borrower's insurance policy.
3. The loan must not have a pre-payment or early payment penalty clause.

B. The proposed housing debt-to-income level of the assisted household must not exceed 40% of the applicant's household monthly income. In making this calculation, the Housing Assistance Payment will be used as an offset of the housing payment. In addition, fixed sources of income where there is no provision for deduction of income taxes from the benefit received such as Social Security Retirement, Disability benefits, or child support payments will be "grossed" up by 25%.

C. The total debt-to-income level of the assisted household must not exceed 50% of the applicant's household income. In making this calculation, the Housing Assistance Payment will be used as an offset of the housing payment. In addition, fixed sources of income where there is no provision for deduction of income taxes from the benefit received such as Social

Security Retirement, Disability benefits, or child support payments will be “grossed” up by 25%.

- D. The lender must certify that they have evaluated the applicant’s credit score and meets a minimum FICO credit score of 620.
- E. Applicants are required to provide a minimum down payment of at least one thousand dollars (\$1,000) of the purchase price from the family’s personal resources.
- F. The family shall not further mortgage their property without prior written approval from the Janesville Housing Authority. New or additional debt may be approved provided that the additional debt is used in a way which protects the interest of maintaining quality, affordable housing. Additional funds may be used to finance handicapped accessibility improvements or improvements to the home which maintain or increase its value; and the total debt ratio on the property does not exceed initial eligibility requirements.

### **33.07 DOWN PAYMENT AND CLOSING COST ASSISTANCE**

33.07.1 Families that are pursuing a homeownership option are encouraged to apply to the City of Janesville’s Down Payment and Closing Cost Assistance Program. At the time this policy was adopted, eligible families could receive financial assistance of up to \$10,000 towards the down payment and closing costs of the purchase of their home. The loan is structured to be forgiven over a 5-year period with continued ownership and occupancy. This program is funded by the federal HOME Investment Partnership Program and is separate from the homeownership option. Families must separately meet the eligibility criteria of the Down Payment and Closing Cost Assistance Program in order to be eligible for assistance and must comply with the terms and conditions of that Program.

### **33.08 CONTINUED ASSISTANCE REQUIREMENTS AND FAMILY OBLIGATIONS**

33.08.1 Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the Housing Authority may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund the homeownership assistance for any portion of the month that the family moves out.

33.08.2.1 The family must comply with the following obligations:

- a. The family must attend and complete any required post purchase housing counseling.
- b. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
- c. The family must not convey or transfer ownership of the home, except for purposes of financing, refinancing or pending settlement of the estate of a

deceased family member so long as the home is solely occupied by remaining family members.

- d. The family must supply information to the Housing Authority as specified in 24 CFR 982.551(b). The family must supply information required by the Housing Authority concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- e. The family must notify the Housing Authority before moving out of the home.
- f. The family must notify the Housing Authority if the family defaults on the mortgage used to purchase the home.
- g. No family member may have any ownership interest in any other residential property.
- h. The family agrees to maintain the property in compliance with federal minimum Housing Quality Standards and will allow for a housing quality inspection once after the first year of ownership. The family will allow for additional housing quality inspections if requested by the Housing Authority passed upon exterior property maintenance concerns/complaints.
- i. The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551 (c), (d), (e), (f), (g) and (j).
- j. The family agrees to execute a statement of family obligations in the form prescribed by HUD. In this statement, the family agrees to comply with all family obligations under the homeownership option.

### **33.09 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE**

33.09.1 Except in the case of a family that qualifies as an elderly or disabled family, other family members described below shall not receive homeownership assistance for more than:

- A. Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- B. Ten years, in all other cases.

33.09.2 The maximum term described in Section 33.09.1 above applies to any member of the family who:

- A. Has an ownership interest in the unit during the time that homeownership payments are made; or
- B. Is the spouse of a member of the household who has an ownership interest in the unit during the time homeownership payments are made.

33.09.3 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.

33.09.4 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.

33.09.5 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).

33.09.6 If an assisted family has received assistance for different homes, or from different Housing Authorities, the total of such assistance terms is subject to the maximum term described in Section 33.09.1.

### **33.10 MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENT**

33.10.1 While the family is residing in the home, the Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- A. The payment standard minus the total tenant payment; or
- B. The family monthly homeownership expenses minus the total tenant payment.

33.10.2 The payment standard for the family is the lower of:

- A. The payment standard for the family unit size; or
- B. The payment standard for the size of the home.

33.10.3 If located in an exception payment standard area, the Housing Authority will use the appropriate payment standard for the exception payment standard area.

33.10.4 The payment standard for the family is the greater of:

- A. The payment standard at the commencement of homeownership assistance for occupancy of the home; or
- B. The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

33.10.5 The Housing Authority shall use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

33.10.6 In determining the amount of homeownership expenses, the Housing Authority will include the following amounts:

- A. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- B. Real estate taxes and public assessments on the home;
- C. Homeowner's insurance;
- D. An allowance for maintenance expenses in the amount equal to 1% of the home's appraised value per year;
- E. An allowance for costs of major repairs and replacements equal to 1% of the home's appraised value per year;
- F. Utility allowance for the home;
- G. 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 the Housing Authority 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;
- H. For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

33.10.7 The Housing Authority will pay the homeownership assistance payments directly to the family, or at the mutual request of the family and lender, the Housing Authority may make payment directly to the lender on behalf of the family.

33.10.8 Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. The Housing Authority may, in its sole discretion, grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

### **33.11 PORTABILITY**

33.11.1 A family may qualify to move outside the City of Janesville (Initial Housing Authority) with continued homeownership assistance under the voucher program.

33.11.2 A family determined to be eligible for homeownership assistance by the Janesville Housing Authority may purchase a unit outside of the City of Janesville municipal limits if the receiving Housing Authority is administering a voucher homeownership program and is accepting new homeownership families.

33.11.3 Except where they do not apply to the homeownership option, the same portability procedures apply to the homeownership option as the HCV Program. For example, issuance of a voucher and execution of a tenancy addendum do not apply to the homeownership option.

33.11.4 The family must attend the briefing and counseling sessions required by the receiving Housing Authority. The receiving Housing Authority will determine whether the financing for, and the physical condition of the unit, are acceptable and will notify the Janesville



Housing Authority if a family has purchased an eligible unit or if they were unable to do so within the time allowed.

### **33.12 MOVING WITH CONTINUED ASSISTANCE**

33.12.1 A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance in accordance with the following:

- A. Before continuing assistance with another unit under the homeownership option, the Housing Authority must determine that all initial eligibility requirements are met, except the Housing Authority will not require additional homeownership counseling and the requirement to be a first-time homeowner is not applicable.
- B. The Housing Authority may permit the family to move to a new unit with continued voucher rental assistance at the family's request if the family comes current on their mortgage payments or sells their home and fully meets their mortgage obligation within 90 days of the judgement or order of foreclosure.
- C. Continued assistance may not begin for a new unit so long as any family member owns any title or other interest in the prior home. However, when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in the Violence Against Women Act, and the move is needed to protect the health or safety of the family or has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's request to move, such family or family member may be assisted with continued tenant-based assistance even if such family or family member owns any title or other interest in the prior home.
- D. The Housing Authority will deny permission to move to a new unit with continued voucher assistance as outlined in Policy 14.03, including limits on the number of moves within a 12-month period and restrictions when the Housing Authority is experiencing a funding shortfall.
- E. The Housing Authority will deny permission to move if the Housing Authority has begun, or there are grounds for, termination in accordance with Policy 31.13.

### **33.13 DENIAL OR TERMINATION OF ASSISTANCE**

33.13.1 The Housing Authority will terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family in accordance with the following:

- A. The Housing Authority must terminate voucher homeownership assistance for any member of the family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- B. The Housing Authority will deny or terminate assistance in accordance with Policy 18, Program Terminations, and 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

- C. The Housing Authority will deny or terminate assistance for failure to comply with family obligations under the program in accordance with 24 CFR 982.551 (Obligations of participant) and 24 CFR 982.633 (Homeownership option: Continued assistance requirements; family obligations).

### **33.14 PROGRAM ADMINISTRATION**

33.14.1 The Housing Authority reserves the right to limit the number of families participating in the Homeownership Option to manage staff time and commitment to the program within available resources.

33.14.2 Should it become necessary to limit participation, interested families will be prioritized based upon homeownership readiness (income and employment eligibility, credit score and down payment savings) and date and time of expressed interest.