

# Housing Choice Voucher Program Administrative Plan

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## 1.0 EQUAL OPPORTUNITY

### 1.1 *Fair Housing*

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

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

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

The Eastchester Housing Authority will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form.

### 1.2 **REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Eastchester Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability.

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

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

A person with a physical or mental impairment that substantially



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

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Eastchester Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Eastchester Housing Authority will not inquire as to the nature of the disability.

#### **1.4 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS**

The Eastchester Housing Authority will endeavor to have information on the Section 8 Program available in English and Spanish when possible.

#### **1.5 FAMILY/OWNER OUTREACH**

The Eastchester Housing Authority will publicize the availability and nature of the Section 8 Program for the extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

The Eastchester Housing Authority will utilize public service local cable broadcasts and Internet options where applicable.

The Eastchester Housing Authority will communicate the status of program availability to other service providers in the community (e.g. Eastchester Office for the Aging and Tuckahoe and Bronxville Offices for the Aging) and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

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

- A. Explain how the program works
- B. Explain how the program benefits owners;

- C. Explain owners' responsibilities under the program.
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet the Eastchester Housing Authority Staff.

The Eastchester Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to participate in the Section 8 program.

## **1.6 RIGHT TO PRIVACY**

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

Any request for applicant or participant information will not be released unless there is a signed and dated release of information request from the applicant or participant.

## **1.7 REQUIRED POSTINGS**

The Eastchester Housing Authority will post in each of its offices in a conspicuous place with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of the Eastchester Housing Authority office, office hours, telephone numbers, TDD numbers, and hours of operation.
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

## **1.8 EASTCHESTER HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Eastchester Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Eastchester Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Eastchester Housing Authority must:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty and racial concentration;
  - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
  - 6. Make efforts to help disabled persons find satisfactory housing;
  - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
  - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
  - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
  - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
  - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
  - 12. Determine the amount of the housing assistance payment for a family;
  - 13. Determine the maximum rent to the owner and whether the rent is

reasonable;

14. Make timely housing assistance payments to an owners in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust the Eastchester Housing Authority utility allowance in accordance with the Westchester County Housing Authority;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Eastchester Housing Authority, if the owner defaults (e.g. HQS violations);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal hearings on certain Eastchester Housing Authority decisions concerning participant families;
20. Conduct informal hearings on certain Eastchester Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

## **1.9 OWNER RESPONSIBILITY**

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

4. Preparing and furnishing to the Eastchester Housing Authority information required under the HAP contract.
  5. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    - c. Any charges for unit damage by the family.
  6. Enforcing tenant obligations under the lease.
  7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

## **2.0 OBLIGATIONS OF THE PARTICIPANT**

- A. Supplying required information.
1. The family must supply any information that the Eastchester Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
  2. The family must supply any information requested by the Eastchester Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family
- The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing the Eastchester Housing Authority Inspection

D. Violation of lease

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

E. Family Notice of Move or Lease Termination

The family must notify the Eastchester Housing Authority and the owner in writing before the family moves out of the unit or terminates the lease. The EHA and owner must receive this written notice thirty- (30) days from the 1<sup>st</sup> of the month.

F. Owner Eviction Notice

The family must promptly give the Eastchester Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Eastchester Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Eastchester Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Eastchester Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the Eastchester Housing Authority if any member no longer resides in the unit.
4. If the Eastchester Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit.
5. Members of the household may not engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business use of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.

7. The family must not assign the lease or transfer the unit.

8. Guests in the unit:

A guest is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent. A guest, except as noted below, who is in the unit more than 14 consecutive days without approval by the Town of Eastchester Housing Choice Voucher Program, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. The family may request an exception to this guest policy for medical reasons, providing the family submits documentation of medical need and the guest's permanent residence. Use of the unit address as the guest's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Absence of evidence of any other permanent address will be considered evidence that the guest is a member of the household. The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household, and the Town of Eastchester Housing Choice Voucher Program will terminate assistance. The limitation on guests is not applicable to minors and college students who were once part of the household, children under a joint custody agreement, and adult caretakers, not included on the HUD 50058. Minors and college students who were part of the family, but who now live away from home during the school year and are no longer on the lease, may visit, with the owner's and the Town of Eastchester Housing Choice Voucher Program's permission, for up to 120 days per year without being considered a member of the household. An adult caretaker may remain in the unit as a guest for up to 180 days

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Eastchester Housing Authority for absences exceeding 30 days. The Eastchester Housing Authority will make a determination within 5 business days of the request. An authorized

absence may not exceed 180 days.

Authorized absences may include, but are not limited to:

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

I. Interest in the Unit

The family may not own the unit (except for owners of manufactured housing renting the manufactured home space; cooperatives).

J. Fraud and Other Program Violation

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

K. Crime by Family Members

1. The members of the family may not engage in drug-related criminal activity or other violent criminal activity.
2. Any Member age 18 years and older charged and/ or convicted of any criminal activity may lead to termination of Housing Assistance.

L. Other Housing Assistance

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

### **3.0 ELIGIBILITY FOR ADMISSION**

#### **3.1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8 – qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs

consent authorization documents. In addition to the eligibility criteria, families must also meet the Eastchester Housing Authority screening criteria in order to be admitted to the Section 8 Program.

### 3.2 *ELIGIBILITY CRITERIA*

#### A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for purpose of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A **near-elderly family**, which is:
  - a. 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;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. 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.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;

- b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member if a tenant family**.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- B. Income eligibility
- 1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program be a low-income family that is:
    - a. A very low-income family;
    - b. A low-income family continuously assisted under the 1937 Housing Act;
    - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority.
  - 2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income increases the assistance will decrease.
  - 3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
  - 4. Families who are moving into the Eastchester Housing Authority's jurisdiction under portability and have the status of applicant rather

than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

5. Families who are moving into the Eastchester Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Eastchester Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Eastchester Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

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

Family eligibility for assistance

1. A family shall not be eligible for assistance unless every member of the family residing in the unit determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, and each family head and spouse regardless of age shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:

- a. A provision authorizing HUD and the Eastchester Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Eastchester Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
- F. Suitability for tenancy. The Eastchester Housing Authority determines eligibility for participants and will deny assistance to a family because of drug-related criminal activity by family members. Screening is the responsibility of the owner. Upon the request of a prospective owner, the Eastchester Housing Authority will provide the current and previous name, address and phone number of landlord(s).

## **4.0 MANAGING THE WAITING LIST**

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

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

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

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be

published in a local newspaper of general circulation, and also by any available minority media.

#### 4.2 *TAKING APPLICATIONS*

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

Town of Eastchester  
40 Mill Road; Room 202  
Eastchester, NY 10709  
9:30 a.m. – 3:30 p.m.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Eastchester Housing Authority jurisdiction, the Eastchester Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, original completed applications will be accepted from all applicants (copies of the original Town of Eastchester Housing Choice Voucher Program Applications will not be accepted). The Eastchester Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at the **Town of Eastchester, 40 Mill Road; Room 202, Eastchester, NY 10709, Monday through Friday from 9:30 a.m. through 3:30 p.m.** Applications will be mailed to disabled, elderly applicant families upon request.

The complete application will be dated and time stamped upon its return to the Eastchester Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Eastchester Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available. The TDD telephone number is (914) 961-3464 (this number will connect you to the Eastchester Police Department).

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



current lease along with two utility bills or lease with utilities included and two other forms of residency (ie: drivers license; vehicle registration; bank statements; insurance statements; etc.) At this time, the Eastchester Housing Authority will obtain signed authorization from the applicant to allow this agency or a representative of this agency contracted by the Town of Eastchester Housing Choice Voucher Program to conduct a criminal background check as well as a registered sex offender check

Upon receipt of the families pre-application, the Eastchester Housing Authority will make a preliminary determination of eligibility. The Eastchester Housing Authority will notify the family in writing of placement on the waiting list. If the Eastchester Housing Authority determines the family to be ineligible, the notice will state the reasons, as well as rights to appeal the EHA's decision.

An Applicant may at any time report any changes in their applicant status including changes in family composition, income, or preference factors including residency in writing. The Eastchester Housing Authority will annotate the applicant's file and will update their place on the waiting list accordingly.

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

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

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of date and time of application.
- C. Any contact between the Eastchester Housing Authority and the applicant will be documented in the applicant file.
- D. All applications will be logged in writing (Log Book) and in a computer database.
- E. Annual Updates:
  - i. Each year the EHA will send an annual update letter to all applicants on

the waiting list. Applicants will be given no more than sixty (60) days to respond to this notice. Applicants whose mail is returned will be removed from the waiting list. Applicants who fail to respond to the update notice or return their notice by the deadline (all mail must be postmarked no later than the deadline date) will be removed from the waiting list without exception.

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

When a family is nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified and verification of no drug related and/or criminal activity have taken place in the HA's jurisdiction by obtaining Letters of Good Conduct from local police departments as determined by the HA and the applicant will be responsible for all if any fees that be required by the local police departments. Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, income, assets and sign the Consent for the Release of Information form.

#### 4.5 *MISSED APPOINTMENTS*

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Eastchester Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Eastchester Housing Authority will work closely with the family to find a more suitable time.

#### 4.6 *PURGING THE WAITING LIST*

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

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

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

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a

request to declare their continued interest in the program or misses scheduled appointments; or

- C. The applicant does not meet either the eligibility or screening criteria for the program.

#### 4.8 *GROUND S FOR DENIAL*

The Eastchester Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
- G. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- I. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Eastchester Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Eastchester Housing Authority's

satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
  3. The person has otherwise been rehabilitated successfully; or
  4. The person is participating in a supervised drug or alcohol rehabilitation program.
- J. Have engaged in or threatened abusive or violent behavior toward any Eastchester Housing staff or residents;
- K. Have a family household member who has been terminated under the Housing Choice Voucher Program during the last three years.
- L. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- M. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

#### 4.9 *NOTIFICATION OF NEGATIVE ACTIONS*

The Eastchester Housing Authority, in writing, will notify any applicant whose name is being removed from the waiting list. The Eastchester Housing Authority's system of removing applicant's names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Eastchester Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Eastchester Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

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

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

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

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

assistance for those families.

## 5.2 PREFERENCES

The Eastchester Housing Authority will select families based on the following preferences.

Preference on the waiting list is given to eligible families that, at the time of application, claim any of the following: involuntary displacement; living in substandard housing or homeless; paying more than 50% of their income for rent.

1. Applicants claiming a preference that live in the Housing Agency (HA) residency preference area, i.e. Town of Eastchester/Village of Tuckahoe/Village of Bronxville, whose head of household, spouse, or any other family member works 35 – 40 hours per week at a minimum of 2 years in the Eastchester Housing Authority's residency preference area.
2. Applicants not claiming a preference who live in the HA residency preference area or whose head of household, spouse or any other family member works, or has been hired to work in the HA residency preference area 35 – 40 hours per week.
3. Applicants claiming a preference that do not live in the HA residency preference area or whose head of household, spouse, or any other family member does not work, or has not been hired to work in the HA residency preference area.
4. Applicants not claiming preference that do not live in the HA residency area or whose head of household, spouse or any other family member does not work, or has not been hired to work in the HA residency preference area.
5. **Single person:** Elderly, disabled and displaced single persons and families who head or spouse is elderly or disabled will be given a preference over single persons who are not elderly, disabled, or displaced, regardless of preference.

## 5.3 SELECTION FROM THE WAITING LIST

- A. Selection of Applicants  
Families selected for participation in the Section 8 Program are taken from the waiting list by preference and time and date of the application. Priority is given to families with a preference before families without a preference, so that no family without a preference is selected before a family with a preference, except admissions of singles that are elderly, disabled, or



## 6.0 ASSIGNMENT OF BEDROOM SIZE (SUBSIDY STANDARDS)

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

### **SECTION 8 Income Limits** – FISCAL YEAR 2014

Amended each year as distributed by the US Department of Housing and Urban Development

*These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom when legally married and when blood related (unless their gender is different).*

In determining bedroom size, the Eastchester Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

1. Children of the same sex **will** share a bedroom
2. Children of the opposite sex, both under the age of eight (8) **will** share a bedroom
3. A single parent **will** share a bedroom with a child under the age of six (6) unless the child is of the opposite sex or disabled and a reasonable accommodation is documented along with a physicians notes
  - a. In accordance with above (5.3(c)), a single parent with a child will be allowed a one (1) bedroom unit where the living room may be utilized as sleeping quarters.
4. Foster-adults and children will not be required to share a bedroom with family members
5. Live-in aides may get a separate bedroom

The Eastchester Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

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

## 6.1 *BRIEFING*

When the Eastchester Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

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

## 6.2 *PACKET*

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

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term.
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The Request for Tenancy Approval form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses.
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State and local equal opportunity laws' the brochure "Fair Housing: It's Your Right," and a copy of the housing discrimination complaint form

- M. The family’s obligations under the program;
- N. The grounds upon which the Housing Authority may terminate assistance because of the family’s action or inaction;
- O. Eastchester Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- P. The Eastchester Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.
- Q. Tenant Occupancy Form certifying only those persons to be listed as an occupant of the unit as well as a participant with the Housing Choice Voucher Program.
- R. The applicants will also sign a form certifying that during their Initial Briefing session, they were required to watch the following videos on DVD purchased and issued by Nan McKay and Associates, Inc.:
  - **Voucher Family Briefing** – How the Housing Choice Voucher Program Works, which includes Section 6.2 A through P.
  - **How to Be a Good Renter** – Gives direction while in search of a unit as well as explaining Obligations of Family Participants and responsibilities of a renter participating with the Housing Choice Voucher Program.
- S. Applicant Criminal Activity Screening:

At the briefing, all household members ages 18 years and older will be required to sign HUD Form 9886 (Authorization for the Release of Information and the PHA’s Authorization for the Release of Information. This form will accompany the EJustice Inquiry Form for the Eastchester Police Department (EPD). After these forms are completed and signed, the PHA will provide such forms to the EPD for initial screening via the State of NY State Division of Criminal Justice Services (DCJS). A “positive” result of the inquiry will lead to a Federal check through the United States Federal Bureau of Investigation.

Family members age 18 years and older that result in a negative inquiry for the NY State DCJS will be given Federal Bureau of Investigation (“FBI”) Finger Print Cards. The Applicant(s) will have ten (10) business days to bring this FBI Finger Print Card to the Eastchester Police Department- 40 Mill Road, Eastchester, NY, 10709 to be fingerprinted. If



the applicant(s) fail to appear at the Eastchester Police Department to be fingerprinted within ten (10) business days, the applicant(s) will not be issued a voucher. Vouchers will only be issued when the EHA has received the FBI Report Sheet with no convictions as stated in this Administrative Plan.

- T. Criminal Activity Statement
- U. Family Obligations
- V. Resident Rights & Responsibilities
- W. Tenant Responsibilities

Includes sources of income; medical and child deductions; family composition; lease renewals and the period of the above-referenced tenant obligations

### 6.3 *ISSUANCE OF A VOUCHER; REQUEST FOR APPROVAL OF TENANCY*

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

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Eastchester Housing Authority will issue the Voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign the "Request for Tenancy" Approval form. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15-days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records and if requested along with the name and address (if known) of the landlords for those addresses.

#### **6.4 TERM OF THE VOUCHER**

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

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less. After a Voucher has expired and a family notified of such, the family may apply again for assistance but only after three (3) months of the Voucher expiration date.

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

Upon submittal of a completed "Request for Tenancy Approval" form, the Eastchester Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for the approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

#### **6.5 APPROVAL TO LEASE A UNIT**

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

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the language of the tenancy addendum;



- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income;
- F. The family continues to meet all eligibility and screening criteria.

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

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income;
- C. The landlord and tenant sign the lease to include HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

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

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

## **6.6 EASTCHESTER HOUSING AUTHORITY DISAPPROVAL OF OWNER**

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

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity; the landlord is a registered sex-offender;

- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by tenants, Eastchester Housing Authority employees or owner employees; or
  - 2. residences by neighbors;
- H. Other conflicts of interest under Federal, State, or local law.

**6.7 INELIGIBLE/ELIGIBLE HOUSING**

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

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



tax credit.

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

- A. Congregate housing
- B. Group Homes
- C. Shared Housing
- D. Single room occupancy housing

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

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing

## **6.8 SECURITY DEPOSIT**

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

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

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

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

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract.

The Eastchester Housing Authority will issue the family a new Voucher if the family does not owe the Eastchester Housing Authority or any other Housing Authority money, has not violated a family obligation, has not moved or been issued a Voucher within the last 12 months, and if the Eastchester Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### **7.1 WHEN A FAMILY MAY MOVE**

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

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgement or other process allowing the owner to evict the tenant; or
- C. The tenant has given thirty- (30) days from the first of the month, written notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

### **7.2 PROCEDURES REGARDING FAMILY MOVES**

Families considering transferring to a new unit may be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Eastchester Housing Authority's jurisdiction, may be required to attend a mover's briefing prior to the Eastchester Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income;

- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 days prior to the move; and
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

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

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

A family who gives notice to terminate the lease must mail the notice to the landlord. The landlord must receive this notice thirty- (30) days from the first of the month (example: move effective June 1, landlord must receive written notice prior to May 1). The family will be required to mail a copy of the lease termination notice to the Eastchester Housing Authority.

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

## **8.0 PORTABILITY**

### **8.1 GENERAL POLICIES OF THE EASTCHESTER HOUSING AUTHORITY**

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

Due to the shortage of available housing in the Town of Eastchester (including the



Villages of Tuckahoe and Bronxville), the Town will waive the ruling that the assisted family who does not have legal residence within the Town of Eastchester may not lease a unit outside the Town's jurisdiction.

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

Families may only move to a jurisdiction where a Section 8 Program is being administered.

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

## **8.2 INCOME ELIGIBILITY**

### **A. Admission**

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

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

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

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

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

## **8.4 PORTABILITY PROCEDURES**

### **A. When the Eastchester Housing Authority is the Initial Housing Authority:**

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

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

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

C. Absorption by the Eastchester Housing Authority

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

D. Portability Billing

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

Receiving Housing Authority for the 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority.

E. When a Portable Family Moves

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

**9.0 DETERMINATION OF FAMILY INCOME**

**9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME**

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

**9.2 INCOME**

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.



2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets from an investment by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as



income consists of:

- i. The amount of the allowance or grant exclusive of the amount specifically designated for the shelter or utilities; plus
  - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application.
- b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or has not committed an act of fraud.
- c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined

goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were prosecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amount from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program

- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgement funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

#### **9.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income received by family members who are 18 years of age or older as a result of assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 2. That has disability expenses greater than or equal to 3% of annual

income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Childcare expenses:

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. Childcare expenses may be used as an allowance only if the parent or both parents are both working fulltime (35-40 hours per week) and there is no other supervision within the family available. A child's parent, grandparent, sibling or other immediate family member caring for a household child member is not deductible.

Childcare expenses do not include child support payments made to another on behalf of a minor not living in the assisted household. In the case of a child attending private school, only after-hours care will be allowed as childcare expenses

The Town of Eastchester HCVP will not provide a deduction for non - child care services provided by the child care provider such as housekeeping, shopping, or cooking, nor for child care services provided by a family member residing in the assisted unit. The Town of Eastchester HCVP will not allow childcare costs for the care of school-aged children during normal school hours when school is in session.

Written verification from the recipient of the childcare payments is required. If the childcare provider is an individual, s/he must provide a notarized statement of the amount charged the family for the services. Verifications must specify the childcare provider's name, address, telephone number, social security number or tax identification number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including adjusted figures for school and vacation periods. The Town of Eastchester HCVP will compare the hours of childcare with the activities engaged in by the

adult household member requiring the childcare in order to actively seek work, pursue education or be gainfully employed. A copy of the schedule of classes, employer verification of work hours, or log indicating job-seeking activities may be requested to verify the need for childcare

## **10.0 VERIFICATION**

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

### **10.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verifications. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by the EIV (Enterprise Income Verification) System implemented by HUD; a request from the Eastchester Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When third party verification cannot be obtained, the Eastchester Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Eastchester Housing Authority has been unable to obtain third party verification in a four-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Eastchester Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## **10.2 TYPES OF VERIFICATION**

To obtain written third party verification, the Eastchester Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail. The Town of Eastchester Housing Authority may also utilize the Enterprise Income Verification (EIV) System via the HUD Secure Website for Housing Authorities. The EIV System will allow an income check for established program participants and their family members that may be working, collecting unemployment benefits, Social Security Benefits, Social Security Income and other employment information. The EIV system will be used and a report printed for all certifications (annual, interim, portability, etc) and the printed report placed in the participant's program folder.

- A. Information obtained from the EIV System that does not coincide with information provided by the tenant will be verified third party with the employer and/or agency reporting the income information. Any information that is confirmed as additional income may be subject to arrears payments and/or termination of the program participant.

## **10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Eastchester Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Eastchester Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Eastchester Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the head of the household must sign the list.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the family causes the delay.

If the Eastchester Housing Authority determines that a family member knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Eastchester Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Eastchester Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

## **10.5 TIMING OF VERIFICATION**

Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

## **10.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **11.1 GENERAL**

After October 1, 1999, the Eastchester Housing Authority will issue only Vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

### **11.2 RENT REASONABLENESS**

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

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

### **11.3 COMPARABILITY**

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

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from the landlord associations and management firms the value of the array of the amenities.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

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

### **11.4 MAXIMUM SUBSIDY**

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

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

#### **11.4.1 Setting the Payment Standard**

HUD requires that the payment standard be set by the Housing Authority between 90 and 110% of the FMR. The Eastchester Housing Authority will review its determination of the payment standard annually after publication of the FMR's. The Eastchester Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.



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

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standard for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Eastchester Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

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

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

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

### **11.4.3 Area Exception Rents**

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

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

## ***11.5 ASSISTANCE AND RENT FORMULAS***

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

The total tenant payment is equal to the highest of:

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

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

The Eastchester Housing Authority has set the minimum rent as \$50.00. However, if the family requests a hardship exemption, the Eastchester Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When a family has lost eligibility for or is awaiting an



eligibility determination for a Federal, State or local assistance program;

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

#### C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval. The Eastchester Housing Authority has set the payment standard at 110% for the Town of Eastchester and the Villages of Tuckahoe and Bronxville.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
  - i. The payment standard amount for the appropriate family unit size; or
  - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area (Town of Eastchester, Village of Tuckahoe and Bronxville) the Eastchester Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of:
  - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
  - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

- i. Paragraph (c)(i) of this section does not apply; and
  - ii. The new family unit size must be used to determine the payment standard.
2. The Eastchester Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The gross rent minus the total tenant payment.
3. The Tenant will be responsible for keeping records of the proof of rent payment to owner. Acceptable proofs of payment include: cleared personal checks; money orders; bank check receipts; cash receipts per month signed by landlord; all of the above must have the required tenant portion as provided by the EHA including month/ year of rent payment.

E. Rent for families under the Non-Citizen Rule

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of the time for assistance under the provision is 18 months. The Eastchester Housing Authority will provide additional search periods up to the maximum time allowed.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not

exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

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

### ***11.6 UTILITY ALLOWANCE***

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

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility rate since the last time the utility allowance schedule was revised.

The Housing Authority uses the appropriate utility allowance for the size of the dwelling unit actually leased by the family. At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

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

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

### ***11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT***

The Eastchester Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Eastchester Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices. Effective March 1, 2007, payments to the landlord may be made in the form of a “live” check or by “direct deposit”. The landlord will be provided with a direct deposit information request form and may deny “direct deposit” and may also opt into the program at any time thereafter.

All payments by the EHA will be made to the owner of the first business day of each month. If a check is lost, the owner is responsible to notify the EHA. The EHA will then place a stop payment on said check and issue a replacement check the next cycle of payments.

### **11.8 CHANGE OF OWNERSHIP**

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

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

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9 and the Landlord Information Form issued by the Eastchester Housing Authority. The Eastchester Housing Authority may withhold the rent payment until the taxpayer identification number is received.

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

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

The Eastchester Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family will be notified of the inspection appointment. If the family can be at home for the scheduled inspection

appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

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

### ***12.1 TYPES OF INSPECTIONS***

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

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) - These inspections document the condition of the unit at the time of move-out.
- G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

### ***12.2 OWNER AND FAMILY RESPONSIBILITY***

- A. Owner Responsibility for HQS
  - 1. The owner must maintain the unit in accordance with HQS.
  - 2. If the owner fails to maintain the dwelling unit in accordance with



HQS, the Eastchester Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Eastchester Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

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

B. Family Responsibility for HQS

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

terminate assistance for the family in accordance with 24 CFR 982.552.

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

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

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

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

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

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

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

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

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

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

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

- a. The dwelling unit must have an oven, a stove or range, and

a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and range or stove if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

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

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.



- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

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

2. Acceptability Criteria

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

E. Illumination and Electricity

1. Performance Requirement

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

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. If the outlet is within 2 feet of a water source, a GFI (Ground Fault Interruption) Outlet must be present.

- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

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

2. Acceptability Criteria

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

G. Interior Air Quality

1. Performance Requirement

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

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to open, the window must work.

## H. Water Supply

### 1. Performance Requirements

The water supply must be free from contamination.

### 2. Acceptability Criteria

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

## I. Lead-based Paint

### 1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior windowsill, a baseboard in a living room, a kitchen floor, and stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content great than or equal to 1 milligram per centimeter squared (mg/cm<sup>2</sup>), or 0.5% by weight or 5000 parts per million (PPM).

2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph 1 of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspection, as defined in paragraph 1 (f) of this Section. For purposed of this Section, a qualified lead-based inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or Local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period,



treatment as required by paragraph k of this Section may be delayed for a reasonable time.

- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. Within the unit;
  - ii. The entrance and hallway providing access to a unit

in a multi-unit building; and

- iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
  
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
  
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and exterior walls;
    - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to windowsills, baseboards and trim.
  
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

- iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
- iv. During exterior treatment soil and playground equipment must be protected from contamination.
- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit

requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces do not have to be tested or treated at any subsequent time.

- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

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

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

L. Sanitary Condition

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

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

M. Smoke Detectors

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated

or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfurnished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired persons as specified in NFPA 74 (or successor standards).

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

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

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

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A 3/4" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

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



A. Correcting Initial HQS Fail Items

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

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

B. HQS Fail Items for Units under Contract

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

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

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

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Eastchester Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Eastchester Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

## **12.6 EMERGENCY FAIL ITEMS**

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

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

## **12.7 ABATEMENT**

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

The initial abatement period will not exceed 7 days. If the corrections of

deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Eastchester Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

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

### **13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ISSUING RESPONSIBILITIES.**

A. No damage claims will be paid effective on or after October 2, 1995.

### **14.0 RECERTIFICATION**

#### ***14.1 ANNUAL REEXAMINATION***

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

The Eastchester Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination. The letter includes forms for the family to complete in preparation for the interview.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD Release of Information Form.

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

During the Annual Certification, the PHA may randomly select household members ages 18 years and older to complete the EJustice Inquiry Form for the Eastchester Police Department (EPD). After these forms are completed and signed, the PHA will provide such forms to the EPD for screening via the State of NY State Division of Criminal Justice Services (DCJS). A negative result of the inquiry will lead to a Federal check through the United States Federal Bureau of Investigation.

Family members age 18 years and older that result in a negative inquiry for the NY State DCJS will be given Federal Bureau of Investigation (“FBI”) Finger Print Cards. The Applicant(s) will have ten (10) business days to bring this FBI Fingerprint Card to the Eastchester Police Department- 40 Mill Road, Eastchester, NY, 10709 to be fingerprinted. If the household member fails to appear at the Eastchester Police Department to be fingerprinted within ten (10) business days, the entire household will be in jeopardy of continued assistance through the Eastchester PHA. Annual Certifications will be completed when the EHA has received the FBI Report Sheet with no convictions as stated in this Administrative Plan.

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

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

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective the first of the month after the rent amount is determined.

#### **14.3 Missed Appointments**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Eastchester Housing Authority taking action to terminate the family's assistance.

#### **14.4 Interim Examinations**

During an interim reexamination only the information affected by the changes being reported will be verified.

Families will not be required to report the following changes to the Eastchester Housing Authority between regular reexaminations but may do so if the change will cause hardship to pay rent. These changes will trigger an interim reexamination.

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

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

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

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

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

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

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of the applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status. The new family member will go through the screening process similar to the process for applicants. The Eastchester Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Eastchester Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.



#### **14.5 Special Reexaminations**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Eastchester Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

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

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means retroactive increase).

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

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

#### **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE EASTCHESTER HOUSING AUTHORITY**

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

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Eastchester Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amount paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority. If the Housing Authority offers the family the option of repayment, the Housing Authority must provide the family with a list of repayment options consistent to each case as stated in attachment A).
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Eastchester Housing Authority to interfere with health, safety, or right to peaceful enjoyment of the premises by other residents.

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

### **16.1 COMPLAINTS**

The Eastchester Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Eastchester Housing Authority may require that complaints other than HQS violations be put in writing. The Town of Eastchester Housing Authority may at its discretion utilize

resources at its own expense of a contracted private investigator to address complaints and investigate claims made in writing. Anonymous complaints are investigated whenever possible.

## **16.2 INFORMAL REVIEW FOR THE APPLICANT**

### **A. Informal Review for the Applicant**

The Eastchester Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Eastchester Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

### **B. When an Informal Review is not Required**

The Eastchester Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Eastchester Housing Authority subsidy standards.
2. An Eastchester Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
3. An Eastchester Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. An Eastchester Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. An Eastchester Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Eastchester Housing Authority.

### **C. Informal Review Process**

The Eastchester Housing Authority will give an applicant an opportunity for an informal review of the Eastchester Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Eastchester Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Eastchester Housing Authority decision.
3. The Eastchester Housing Authority will notify the applicant of the Eastchester Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority 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 or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse, must have occurred within one year before the date that the Housing Authority provide notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Eastchester Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
- E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Eastchester Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

### **16.3 INFORMAL HEARING FOR PARTICIPANTS**

- A. When a Hearing is Required
1. The Eastchester Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the Eastchester Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and the Eastchester Housing Authority policies:
    - 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 Eastchester Housing Authority utility allowance schedule.
    - c. A determination of the family unit size under the Eastchester Housing Authority 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 Eastchester Housing Authority subsidy standards, or the Eastchester Housing Authority determination to deny the family's request for an exception from the standards.

- e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Eastchester Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e) and (f), of this Section, the Eastchester Housing Authority will give the opportunity for an informal hearing before the Eastchester Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Eastchester Housing Authority will not provide a participant family an opportunity for an informal hearing of any of the following reasons:

1. Discretionary administrative determinations by the Eastchester Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Eastchester Housing Authority schedule of utility allowances for families in the program.
4. An Eastchester Housing Authority determination not to approve an extension or suspension of a voucher term.
5. An Eastchester Housing Authority determination not to approve a unit or lease.
6. An Eastchester Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Eastchester Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. An Eastchester Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Eastchester Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3 (A)(1)(a), (b), and (c), of this Section, the Eastchester Housing Authority will notify the family that the family may ask for an explanation of the basis of the Eastchester Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3 (A)(1)(d), (e), and (f), of this Section, the Eastchester Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Eastchester Housing Authority and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Eastchester Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Eastchester Housing Authority does not make the document(s) available for examination on request of the family, the Eastchester Housing Authority may not rely on the document at the hearing.
  - b. The Eastchester Housing Authority will be given the opportunity to examine, at the Eastchester Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Eastchester Housing Authority will be allowed to copy any such document at the Eastchester Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Eastchester Housing Authority, the family may not rely on the

document at the hearing.

Note: The term **document** includes records and regulations

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by the Eastchester Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Eastchester Housing Authority hearing procedures.

4. Evidence

The Eastchester Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons 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.

6. Effect of the Decision

The Eastchester Housing Authority is not bound by a hearing decision:

a. Concerning a matter for which the Eastchester Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing

under the Eastchester Housing Authority hearing procedures.

- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Eastchester Housing Authority determines that it is not bound by a hearing decision, the Eastchester Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority 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 or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Eastchester Housing Authority will consider evidence of whether the household member:

- 1. Has successfully completed a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- 2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
- 3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Eastchester Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## 17.0 TERMINATION OF THE LEASE AND CONTRACT

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

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Eastchester Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days from the first of the month).

2. By the owner.

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

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
  - (4) A business or economic reason such as sale of property, renovation of the unit, desire to rent at a higher rental amount.
- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action. The owner must give the Eastchester Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

### 3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to

terminate the lease.

B. Termination of the Contract

1. Automatic termination of the Contract

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

2. Termination of the contract by the owner

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

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

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size.
- d. When the family breaks up and the Eastchester Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Eastchester Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the



owner's obligation to maintain the unit in accordance with the HQS.

- ii. If the owner has violated an obligation under any other housing assistance payments contract under Section 8.
- iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
- v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

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

**18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

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

The Eastchester Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to \$500.00 for authorized expenditures.

Any item(s) exceeding \$501.00 will require prior Board approval before any charge is made against the Section 8 Administrative Fee Reserve.

**19.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**



A. New HAP Contracts

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

B. Over-FMR Tenancy

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

C. Voucher Tenancy

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

D. Regular Certificate Tenancy

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

Eastchester Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

## **20.0 Charges by office staff for services not covered by Administrative Fees**

Effective May 1, 2014, the Town of Eastchester Housing Choice Voucher Program will no longer make copies of documentation provided to the office. All program applicants, participants, landlords and/or others will be required to submit copies of documentation requested by the Town of Eastchester Housing Choice Voucher Program. When such requested paperwork is submitted to the office it will not be returned. If a copy is requested or originals are requested to be returned by the program applicants, participants, landlords and/or others and copies must be made in the office, there will be a charge of 25 cents per page. This fee will cover all administrative costs for office staff, equipment and supplies.

## **21.0 Violence Against Women Act (VAWA)**

The Violence Against Women and Justice Department Reauthorization Act of 2005, (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from HUD Section 8 assistance based on acts of such violence against them. PHAs are required to notify their program participants and landlords of their rights and obligations under VAWA.

In responding to an incident involving domestic violence, dating violence, or stalking that may affect a tenant's participation in the Housing Choice Voucher program, the LA must request that the individual certifies in writing that he/she is a victim of such violence or stalking. Certification may be done by completing Form HUD 50066. The form requires specific information concerning the name of the perpetrator and the date and location of the incident. The form, if utilized to meet the certification requirement, must be completed, dated, signed and submitted by the individual within 14 business days of the LA request, unless extended by the LA. The form is available on the HUD website or on HCR's forms website page. Evidence other than (or in addition to) the HUD certification form may also be accepted by the LA to meet the certification requirement. HUD Notice PIH 2006-42 contains details regarding other acceptable forms of verification. The LA is not required to demand official documentation or physical proof of the violence. The signed certification or other corroborating evidence is sufficient to trigger the protections available under the Act. If the individual does not provide the Form HUD 50066 or the information that may be provided in lieu of the certification by the 14<sup>th</sup> business day, or any extension of that date authorized by the LA, none of the protections afforded under this Act will apply. LAs should be aware of the confidential nature of all VAWA-related documentation and must observe confidentiality requirements set forth in the Notice

