

POSTED FOR REVIEW: 11/9/2011
ADOPTED BY BOARD: 1/5/2012

**NACOGDOCHES HOUSING
AUTHORITY
ADMINISTRATIVE PLAN
FOR THE HOUSING
CHOICE VOUCHER
PROGRAM**



Contents

SECTION 1. INTRODUCTION.....	1
1.1. Purpose of this Plan	1
1.2. Legal Jurisdiction	1
SECTION 2. FAIR HOUSING AND EQUAL OPPORTUNITY	2
2.1. Nondiscrimination and Affirmatively Furthering Fair Housing.....	2
2.2. Applicable Federal Laws and Regulations	2
2.3. Equitable Treatment	2
2.4. Providing Information to Families and Landlords	3
2.5. Discrimination Complaints.....	3
2.6. Reasonable Accommodations for People with Disabilities.....	3
2.7. Denial or Termination of Assistance	5
2.8. Providing Information in Languages other than English for persons with Limited English Proficiency	5
SECTION 3. PRIVACY RIGHTS – FAMILY INFORMATION TO PROSPECTIVE OWNERS.....	6
SECTION 4. OUTREACH PROCEDURES	7
4.1. Family Outreach	7
4.2. Owner Outreach.....	7
SECTION 5. ELIGIBILITY FOR ADMISSION	8
5.1. Family Composition / Definition.....	8
5.2. Live-In Aide:	9
5.3. Income Limitations.....	9
5.3.1. <i>Exceptions to Very Low-Income Limit:</i>	9
5.3.2. <i>Continuously Assisted</i>	10
5.3.3. <i>Income-targeting</i>	10
5.3.4. <i>Income eligibility of higher education student’s parents or guardians.</i>	10
5.4. Mandatory Social Security Numbers.....	11
5.5. Mandatory Submission of Signed Consent Forms	11
5.6. Citizenship and Eligible Immigration Status.....	11
5.7. Higher Education Student Eligibility	12
5.7.1. <i>Independent Student Status</i>	12
5.8. Grounds For Denial Of Program Assistance	12
5.9. Terms Of Denial Of Program Assistance	13
5.10. Screening For Suitability Of Tenant	15
SECTION 6. APPLYING FOR ADMISSION	16
6.1. General Policy	16
6.2. Opening/Closing Of Application Intake.....	16
6.3. Application Procedures.....	17
6.3.1. <i>Adding New Family Members To The Application</i>	18
6.3.2. <i>Notification Of Preliminary Eligibility Status</i>	18
6.3.3. <i>Right to Informal Review</i>	18
6.4. Selecting Applicants For Full Verification.....	19
6.4.1. <i>Application interview procedure</i>	19
6.4.2. <i>Verification of Personal Declaration Information</i>	19
6.5. Final Determination And Notification Of Eligibility	20
SECTION 7. MAINTAINING THE WAITING LIST	21
7.1. Application Waiting List	21
7.2. Waiting List Preferences	21
7.3. Maintaining The Waiting List	21
7.4. Updating / Purging The Waiting List	22

7.5.	Order Of Selection For Applicant Interview And Removal From Waiting List	22
7.6.	Finalizing The Determination Of Eligibility	22
SECTION 8.	SUBSIDY STANDARDS	23
8.1.	Voucher Size Issued	23
8.2.	Unit Size Selected.....	24
SECTION 9.	FAMILY COMPOSITION, RESIDENCE, AND INCOME CONSIDERATIONS	25
9.1.	Adding Members To The Participant Family:.....	25
9.2.	Principal Place Of Residence:	25
9.3.	Family Members Vacating And Other Considerations	25
9.3.1.	<i>Sole Member of Household:</i>	25
9.3.2.	<i>Spouse or Significant Other:</i>	26
9.3.3.	<i>Other Adult:</i>	26
9.3.4.	<i>Single Parent:</i>	26
9.3.5.	<i>Students:</i>	26
9.3.6.	<i>Joint Custody of Children:</i>	27
9.3.7.	<i>Visitors:</i>	27
9.3.8.	<i>Reporting to the PHA:</i>	27
9.3.9.	<i>Temporarily Absent Family Member's Income:</i>	27
9.3.10.	<i>Income Of Person Permanently Confined To Nursing Home:</i>	28
9.4.	Annualizing / Averaging Income:	28
9.5.	Regular Contributions And Gifts:.....	29
9.6.	Alimony And Child Support:	29
9.7.	Lump Sum Receipts:	29
9.8.	Assets Calculations.....	30
9.9.	Assets Disposed Of For Less Than Fair Value.....	30
9.10.	Child Care	30
9.11.	Medical Expenses:	31
SECTION 10.	VERIFICATION PROCEDURES	32
10.1.	General Policy.....	32
SECTION 11.	BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS	32
11.1.	Briefings.....	32
11.1.1.	<i>Purpose of the Briefing:</i>	32
11.1.2.	<i>Briefing Attendance Requirement:</i>	32
11.1.3.	<i>Format of the Briefing:</i>	32
11.1.4.	<i>General Policies:</i>	33
11.1.5.	<i>Household Obligations under the Housing Choice Voucher Program:</i>	33
11.1.6.	<i>Owner Referrals:</i>	34
11.2.	Security Deposit Requirements.....	34
11.3.	Voucher Issuance	35
11.3.1.	<i>Expirations:</i>	35
11.3.2.	<i>Extensions:</i>	35
11.3.3.	<i>Suspensions:</i>	35
11.4.	Portability.....	35
11.4.1.	<i>Regulatory Portability:</i>	36
11.4.2.	<i>Incoming Vouchers:</i>	36
11.5.	Moves Within The PHA Jurisdiction.....	36
SECTION 12.	LOCATING SUITABLE HOUSING	37
12.1.	Responsibility For Locating Housing	37
12.2.	Eligible Types Of Housing	37
12.3.	Request For Tenancy Approval And Lease	37
SECTION 13.	HOUSING QUALITY STANDARDS AND INSPECTIONS	38

13.1.	General Purpose	38
13.2.	Acceptable Criteria And Exceptions To HQS	38
13.3.	HQS Inspections	38
13.3.1.	<i>General Policy</i>	38
13.3.2.	<i>Suspending / Withholding of HAP</i>	39
13.3.3.	<i>Termination / Abatement of HAP</i>	39
13.3.4.	<i>HAP Contract Termination</i>	39
13.3.5.	<i>Tenant Caused HQS Violations</i>	39
13.4.	Rent Reasonableness Test.....	40
13.5.	Initial Inspections.....	40
SECTION 14.	LEASE APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION	41
14.1.	Documents Submitted.....	41
14.2.	Initial Family Share Of Rent Limitations	41
14.3.	Rent Reasonableness Determination.....	41
14.4.	Owner Tenant Separate Agreements	42
14.5.	Lease Approval / Disapproval	42
14.6.	Disapproval Of Owners	43
14.7.	HAP Contract Execution.....	43
SECTION 15.	PAYMENT STANDARDS, OWNER PAYMENT, UTILITY ALLOWANCE, AND MINIMUM RENT	44
15.1.	Payment Standards.....	44
15.2.	Affordability Adjustment To Payment Standards.....	44
15.3.	Utility Allowance.....	44
15.4.	Making Payments To Owners.....	45
15.5.	Utility Reimbursement Payments	45
15.6.	Minimum Rent.....	45
15.6.1.	<i>Hardship Requests for an Exception to Minimum Rent</i>	45
15.6.2.	<i>PHA Notification to Families of Right to Hardship Exception</i>	46
15.6.3.	<i>Suspension of Minimum Rent</i>	46
15.6.4.	<i>Temporary Hardship</i>	46
15.6.5.	<i>Long-Term Duration Hardships</i>	46
SECTION 16.	ANNUAL REEXAMINATION.....	47
16.1.	Reexamination Notice To The Family.....	47
16.2.	Verification Of Information Provided	47
16.3.	Changes In Tenant Rent.....	47
SECTION 17	RENT INCREASES BY OWNER	48
SECTION 18.	INTERIM REEXAMINATIONS.....	48
18.1.	Changes Between Annual Reexaminations	48
18.2.	Notice of HAP and Tenant Rent Changes	49
18.3.	Timely Reporting.....	49
18.3.1.	<i>Standard for Timely Reporting of Changes:</i>	49
18.3.2.	<i>Procedures When the Change is Reported in a Timely Manner:</i>	49
18.3.3.	<i>Procedures when the Change Is Not Reported in a Timely Manner:</i>	50
18.3.4.	<i>Procedures When the Change Is Not Processed by the PHA in a Timely Manner:</i>	50
18.3.5.	<i>Timing of Next Annual Reexamination:</i>	51
18.3.6.	<i>Changes in Family Composition:</i>	51
SECTION 19.	HAP CONTRACT TERMINATION AND FAMILY MOVES.....	52
19.1.	Family Moves	52
19.2.	Family Notice To Move.....	53
19.3.	Family Break-up	53
19.4.	Evictions	54

19.5.	Other Family Moves	54
19.6.	Owner Notice To Move	54
19.7.	Family Assistance Termination	54
19.8.	Owner Misrepresentation.....	54
19.9.	Change In Ownership	54
SECTION 20.	DENIAL OR TERMINATION OF ASSISTANCE	55
20.1.	General Policy.....	55
20.1.1.	<i>Grounds For Termination Or Denial Of Assistance</i>	55
20.1.2.	<i>Requirement To Sign Consent Forms</i>	55
20.1.3.	<i>Restriction On Assistance To Noncitizen</i>	55
20.1.4.	<i>Termination Or Denial for Insufficient Program Funding</i>	56
20.1.5.	<i>Other Considerations</i>	56
20.2.	Zero Assistance Tenants	56
20.3.	Violence Against Women Act Provisions	57
SECTION 21	COMPLAINTS AND APPEALS	59
21.1.	Appeals By Applicants / Informal Reviews.....	59
21.2.	Appeals By Participants / Informal Hearings	60
SECTION 22.	MISSED APPOINTMENTS.....	61
22.1.	Applicants	61
22.2.	Participants.....	61
SECTION 23.	REPAYMENT AGREEMENTS	62
SECTION 24.	SUPERVISORY QUALITY CONTROL REVIEWS	63
24.1.	Selection From Waiting List Review.....	63
24.2.	Rent Reasonable / Adjusted Income / HQS Enforcement Review	63
24.3.	HQS Inspections Review	63
SECTION 25.	OPERATING RESERVE EXPENDITURES	63
SECTION 26.	HOMEOWNERSHIP OPTION	64
26.1.	Additional Requirements For Participation	64
26.2.	Maximum Times To Locate And Purchase	64
26.3.	Issuing Rental Voucher If No Suitable House Found.....	64
26.4.	Minimum Cash Down Payment Or Equity Requirement	64
26.5.	Financing Requirements	64
26.6.	Requirements For Continuation Of Assistance.....	64
26.7.	Allowable Homeownership Expenses	65
26.8.	Additional Discretionary Policies	65
SECTION 27.	PROJECT-BASED VOUCHERS	67
27.1.	Overcrowded, Under-Occupied, And Accessible Units	67
27.2.	Family Right To Move.....	67
27.3.	Increases In The Contract Rent To Owner	67
27.4.	Vacancy Payments	67
APPENDIX "A"	69
APPENDIX "B"	70

SECTION 1. INTRODUCTION

This Administrative Plan (Plan) has been prepared by the City of Nacogdoches Housing Authority (PHA) in conformance with requirements of 24 CFR 982.54. Administration of the Housing Programs and the functions and responsibilities of the Housing Authority of the City of Nacogdoches staff shall be in compliance with the Nacogdoches Housing Authority Employee Manual. All Federal, State and local housing laws will be followed and the PHA will comply with the City of Nacogdoches Housing Assistance Plans and Fair Housing Regulations.

1.1. Purpose of this Plan

The overall plan for the Housing Choice Voucher Program is designed to achieve five major objectives:

1. To provide improved living conditions for low-income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial de-concentration of low income and minority families.
3. To provide decent, safe and sanitary housing for eligible participants.
4. To provide an incentive to private property owners to rent to low income families by offering timely assistance payments and counseling to tenants on obligations under their lease.
5. To provide homeownership opportunities for eligible participants.

The purpose of the Administrative Plan is to establish policies for matters which the Housing Authority has discretion to establish local policies and which are not covered under Federal regulation for the Housing Choice Voucher Program.

The Plan covers both admission and continued participation in this program.

The Board of Commissioners of the Housing Authority of the City of Nacogdoches must approve changes to the Plan with a copy sent to the Department of Housing and Urban Development (HUD).

The Housing Authority of the City of Nacogdoches is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Deputy Director and/or the Executive Director.

PHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly by all program staff.

1.2. Legal Jurisdiction

Typically the PHA's legal jurisdiction is within the boundaries of Nacogdoches County.

Under statutory portability regulation the PHA is required to administer a voucher outside Nacogdoches County if the voucher holder moves to an area of the state of Texas where there is no housing agency with jurisdiction and or the PHA is unable to find someone in the area willing to contract for the administration.

SECTION 2. FAIR HOUSING AND EQUAL OPPORTUNITY

2.1. Nondiscrimination and Affirmatively Furthering Fair Housing

It is the policy of the Housing Authority of the City of Nacogdoches, Texas (hereinafter referred to as the PHA) to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and marketing to members of protected classes who are “least likely to apply”.

The PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, deny any family or individual the opportunity to apply for (when application intake is open) or receive assistance under HUD’s Housing Choice Voucher Program, within the requirements and regulations of HUD.

2.2. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- A. Title VI of the Civil Rights Act of 1964
- B. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- C. Executive Order 11063
- D. Section 504 of the Rehabilitation Act of 1973
- E. The Age Discrimination Act of 1975
- F. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- G. Violence Against Women Reauthorization Act of 2005 (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together. PHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

2.3. Equitable Treatment

The PHA will not use membership in any protected class to:

- A. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program.
- B. Provide housing that is different from that provided to others except when needed to provide a person with disabilities special services to achieve equal access to programs.
- C. Subject anyone to segregation or disparate treatment
- D. Restrict anyone’s access to any benefit enjoyed by others in connection with the housing program
- E. Treat a person differently in determining eligibility or other requirements for admission
- F. Steer an applicant or participant toward or away from a particular area based any of these factors
- G. Deny anyone access to the same level of services

- H. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- I. Discriminate in the provision of residential real estate transactions
- J. Discriminate against someone because they are related to or associated with a member of a protected class
- K. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

2.4. Providing Information to Families and Landlords

- A. The PHA will ensure that families and landlords are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR 982.301
- B. The Housing Assistance Payment (HAP) contract informs landlords of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

2.5. Discrimination Complaints

- A. If an applicant or participant believes that any family member has been discriminated against by PHA or a landlord, the family should advise PHA.
- B. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
- C. In addition, the PHA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets.
- D. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

2.6. Reasonable Accommodations for People with Disabilities

- A. The PHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. 24 CFR 8.4
- B. An applicant or participant with a disability may request information or an accommodation by contacting the Nacogdoches Housing Authority at 715 Summit St., Nacogdoches, TX 75961 or by telephone by calling 936-569-1131 or TDD/TYY for hearing impaired (800) 735-2989.
- C. A reasonable accommodation is a modification or change PHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use PHA's programs, including those that are operated by other agencies in PHA-owned public space. 24 CFR 8.20
- D. An accommodation is not reasonable if it: 24 CFR 8.21(b) and 24 CFR **8.24(a)(2)**
 - 1) Causes an undue financial and administrative burden; or
 - 2) Represents a fundamental alteration in the nature of PHA's program.
 - 3) Subject to the undue burdens and fundamental alterations tests, PHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
- E. To permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing

Amendments Act of 1988, PHA shall comply with all requirements and prohibitions in applicable law.

- F. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. 24 CFR 8.21
- G. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.
- H. Examples of reasonable accommodations include, but are not limited to: 24 CFR 8.4
 - 1) Making alterations to a PHA office or administrative facility to make it fully accessible so it could be used by a family member with wheelchair;
 - 2) Permitting applications and reexaminations to be completed by mail;
 - 3) Conducting home visits instead of requiring applicants and participants to come to PHA offices;
 - 4) Using higher payment standards (either within the acceptable range, as an exception to the current payment standard up to 110 percent of the payment standard, or with HUD approval, of a payment standard above 110 percent of the payment standard) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit;
 - 5) Providing time extensions to locate a unit when needed because of lack of accessible units or special challenges of the family in seeking a unit;
 - 6) Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff;
 - 7) Displaying posters and other housing information in locations throughout PHA's office in such a manner as to be easily readable from a wheelchair ;
 - 8) Permitting a participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted;
 - 9) Widening the door of a PHA-owned community room or public restroom so a person in a wheelchair may use the facility;
 - 10) Intervening with a landlord so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.
 - 11) Making sure that PHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: 24 CFR 8.6
 - a) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with PHA staff;
 - b) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with PHA staff;
 - c) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with PHA if the individual desires such representation;
 - d) Permitting an outside agency or individual to assist an applicant with a disability to meet the PHA's applicant screening criteria.
- I. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able: **24 CFR 8.3**

- 1) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - 2) to care for and avoid damaging the apartment and common areas;
 - 3) to use facilities and equipment in a reasonable way;
 - 4) to create no health, or safety hazards, and to report maintenance needs;
 - 5) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - 6) not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - 7) to comply with necessary and reasonable rules and program requirements of HUD and the PHA.
 - 8) but there is no requirement that they be able to do these things **without assistance**.
- J. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, PHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR 8.20**
- K. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, the Landlord may terminate the lease and PHA may terminate assistance. **24 CFR 8.2**
- L. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR 8.20**
- M. If an applicant or resident would prefer not to discuss the situation with the PHA, that is his/her right.

2.7. Denial or Termination of Assistance

The PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. **24 CFR 982.552 (2) (iv)**

- A. When applicants with disabilities are denied assistance, the notice of denial must inform them of PHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process. The process for requesting an Informal review is outlined in this document.
- B. When a participant family's assistance is terminated, the notice of termination must inform them of PHA's informal hearing process and their right to request a hearing and reasonable accommodation.
- C. When reviewing reasonable accommodation requests, the PHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to PHA's decision to deny or terminate assistance. If a reasonable accommodation will meet the requirements, the PHA must make the accommodation

2.8. Providing Information in Languages other than English for persons with Limited English Proficiency

- A. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.

- B. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
- C. The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
- D. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by five percent of the eligible population of the Nacogdoches County. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
- E. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with PHA. When an applicant or resident needs interpretation services and a staff member of the PHA speaks the language needed, the staff member will provide translation services.
- F. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
- G. The PHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

SECTION 3. PRIVACY RIGHTS – FAMILY INFORMATION TO PROSPECTIVE OWNERS

Applicants will be required to sign the Federal Privacy Act Statement in conjunction with the HUD 50058 form which states under what conditions HUD will release participant and owner information.

The PHA’s policy regarding release of information is:

To release pertinent client information only in accordance with the signed “blanket” release

To release information on amounts owed to the PHA for claims paid and not reimbursed by the client

To release information on amounts owed to the PHA for prior overpayment of assistance.

To furnish prospective owners:

- (1) The family’s current address (as shown in the PHA records)
- (2) The name and address (if known to the PHA) of the landlord at the family’s current and prior address.
- (3) Information in the PHA possession about the tenancy history of family members.
- (4) Information in the PHA possession about drug-trafficking by family members.

To release information on violations of program requirements to HUD and other federal housing program administrators as required.

SECTION 4. OUTREACH PROCEDURES

4.1. Family Outreach

The PHA continues to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for low-income families. Upon execution of an Annual Contributions Contract (ACC) for additional units, the PHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for Low Income families, unless application taking has been suspended according to HUD regulations or the waiting list is so large as to use all additional units.

Notice Requirements

The Notice must:

1. Advise families that applications will be taken at the designated office;
2. Briefly describe the Housing Choice Voucher program.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

4.2. Owner Outreach

The PHA issues public invitations to owners as needed to make dwelling units available for leasing by eligible families. On a continuing basis, the PHA will welcome the participation of owners of decent, safe, and sanitary housing units.

- A. The Housing Staff of the PHA continues to make personal contact in the form of formal or informal discussions or meetings with private property owners, property managers, and real estate agencies where rents are possibly within reach of the Fair Market Rent and Payment Standards including exception Payment Standards. Program requirements are explained and printed material is offered to acquaint the owner/manager with the opportunities available under the program.
- B. The PHA will specifically target those property owners and managers who have rental units located outside areas of low income or minority concentration for personal contacts and invitations to any meetings encouraging landlord participation.
- C. The PHA maintains a list of interested landlords and their property available for the Housing Choice Voucher Program and updates this list monthly. As inquiries from prospective new owners are called in, program staff records the necessary information on units and makes it available to prospective participants upon request.
- D. As an effort to expand housing choice, the PHA may offer to conduct HQS inspections on potential new rental units to the program without a request for tenancy approval submitted.

SECTION 5. ELIGIBILITY FOR ADMISSION

Applicants who are discovered or determined by the PHA to be ineligible for admission, may not remain on the waiting list until eligible, and will be notified of their ineligibility as soon as possible after it is discovered or determined.

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the PHA. HUD has six factors for eligibility:

- Family Composition
- Income Limits
- Provision of Social Security Numbers
- Signature of consent forms for income & wage and claim information
- Citizenship and eligible immigration status
- Independent Student Status

The Family's initial eligibility for placement on the waiting list will be made in accordance with the following factors and will not be verified until selection from the application pool for a Voucher is made.

5.1. Family Composition / Definition

The applicant must qualify as a Family. A family must contain a competent adult of at least 18 years of age or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers) to enter into a contract and capable of functioning as the head of the household. In order to qualify as a family, any two or more adult persons with or without children contending to be a family, must intend to live together in a stable relationship of at least six months and share resources.

A family is either a single person or a group of persons and includes:

- A. A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family.
- B. An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.
- C. A disabled family, which means a family whose head, co-head, spouse, or sole member, is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides.
- D. A displaced family, which is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.
- E. A remaining member of a tenant family, defined as an adult family member of an assisted tenant family who remains in the unit when other members of the family have left the unit. In order to qualify as a remaining family member the adult must have lived in the household for at least six months sharing resources with the family.
- F. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining adult member of a tenant family.

5.2. Live-In Aide:

A household may include a live-in aide who:

- A. Has been determined by the PHA to be essential to the care and well-being of the elderly, handicapped or disabled family member; and
- B. Is not obligated for the support of the elderly, handicapped or disabled member; or any other member of the family; and
- C. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member.

The PHA may reject a live-in-aide at any time if all three requirements are not met and will review these requirements at least annually.

Income of the live-in-aide will not be counted for purposes of determining eligibility or rent; and the live-in-aide may not be considered the remaining member of the participant family.

Relatives are not automatically excluded from being care attendants, but must meet the definition described above. Spouses or “girlfriend/boyfriend” of any member of the family will not be allowed as a live-in-aide in that family. A parent of any minor children in the family will not be allowed as a live-in-aide in that family. In these situations the person would reasonably have some obligation of support for the family and would reasonably be living in that household even if no live-in-aide was required.

Only one live-in aide will be allowed to live in the unit for each individual that requires a live-in-aide.

A live-in aide with custody of a child is not qualified as a live-in aide, since the child is not needed to attend the elderly, handicapped or disabled individual

The presence of a live-in aide’s child detracts from the previously mentioned provision (that a live-in aide would not be living in the unit except to provide supportive services to the resident) in that the live-in aide would also be needed to provide necessary care for the child.

Live-in aides cannot be the remaining member of the participant family if the person they are attending is no longer a participant in the Housing Choice Voucher Program.

5.3. Income Limitations

For issuance of a Voucher, annual income of an applicant family, as verified within 60 days of issuance, shall not exceed the Very Low Income Limit as established by HUD and published in the Federal Register.

The annual income (gross income) of an applicant family is used both for determination of income-eligibility under this paragraph, and for targeting under Section 5.3.3A.

The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the PHA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where 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.

5.3.1. Exceptions to Very Low-Income Limit:

An applicant family as established by HUD may be issued a voucher if it has been verified that within 60 days of issuance it is:

- A. a low-income family “continuously assisted” under the 1937 Housing Act: or

- B. a low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511; or
- C. a non-purchasing low-income family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D)); or
- D. a non-purchasing low-income family residing in a project subject to a homeownership program under 24 CFR 248.173; or
- E. a low-income or moderate-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.101.

5.3.2. *Continuously Assisted*

To be considered continuously assisted the family must not have been terminated from the housing program for action or inaction of the family.

The assistance received has to have been within the past immediate 60 days.

5.3.3. *Income-targeting.*

- A. Not less than 75 percent of the families admitted to a PHA's tenant-based voucher program during the PHA fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD:
 - 1) 30 percent of the area median income (AMI), with adjustments for smaller and larger families; or
 - 2) A higher or lower percent of the area median income, if HUD determines that a higher or lower percent is necessary because of unusually high or low family incomes.
- B. Admission of families as described in Section 5.3.1 A or 5.3.1 E is not subject to targeting under Section 5.3.3A.
- C. If two or more PHA's that administer section 8 tenant-based assistance have an identical jurisdiction, such PHA's shall be treated as a single PHA for purposes of targeting under Section 5.3.3 A. In such a case, the PHA's shall cooperate to assure that aggregate admissions by such PHA's comply with the targeting requirement. If such PHA's do not have a single fiscal year, HUD will determine which PHA's fiscal year is used for this purpose.
- D. The PHA may rely on the income stated on the application to determine the 30% AMI target when selecting families from the waitlist. It is the responsibility of the applicant to update their income status if their income is reduced below the 30% AMI level in order to fall within the targeted group.
- E. Applicants whose income on the application is above the 30% AMI may be skipped over by date and time to reach the 75% target.

5.3.4. *Income eligibility of higher education student's parents or guardians.*

For higher education students not living with their parent or guardian, or who do not meet the eligibility criteria under 5.7 below and who are not otherwise individually eligible, the parents or guardians must individually or jointly have income at or below the 80% median income limit in the area that the parents or guardians live.

5.4. Mandatory Social Security Numbers

Families are required to provide Social Security Numbers for all family members contending eligible immigration status or citizenship, prior to admission.

All members of the family must either:

1. Submit Social Security Number SSN documentation; or
2. Sign a certification that they have not been assigned a Social Security Number and that they are not contending eligible immigration status or citizenship. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

Applicants may not become participants until the documentation is provided. The applicant will retain their position on the waiting list for up to 90 days during this period. However, other applicants with all documentation who have position numbers greater than those who do not have the documentation may continue to be assisted.

5.5. Mandatory Submission of Signed Consent Forms

Each member of an applicant family who is at least 18 years of age, including the family head and spouse or significant other regardless of age, are required to sign and submit consent forms authorizing:

1. HUD, the PHA, or the owner to verify employee income information; and
2. HUD or the PHA to request a State Wage Information Collection Agency (SWICA) to release wage and claim information.

The failure of any person to sign these consent forms constitutes grounds for denial of eligibility.

5.6. Citizenship and Eligible Immigration Status

All members of an applicant family must contend/not contend one of the following as defined in 24 CFR Part 5 Subpart E

1. Contend to have citizen status
2. Contend to have noncitizen with eligible immigration status
3. Not contend to have noncitizen eligible immigration status

Evidence of citizenship or eligible immigration status must be provided as described in 24 CFR Part 5 Subpart E. Applicant families must identify all members who elect not to contend to have citizen or eligible immigration status.

If no member of an applicant family is a citizen or noncitizen with eligible immigration status, the family is not eligible for any assistance.

If otherwise eligible, and the family has some members who are citizens or noncitizens with eligible immigration status and some members who elect not to contend eligible immigration status, the family may be eligible for prorated assistance as described in 24 CFR Part 5 Subpart E

A noncitizen student and the non-citizen spouse of the noncitizen student and their minor children as defined in 24 CFR Part 5 Subpart E are not eligible for any assistance, prorated or otherwise. However, this restriction does not extend to the citizen spouse of the noncitizen student and children of the citizen spouse and the noncitizen student.

5.7. Higher Education Student Eligibility

No assistance shall be provided under to any individual who:

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

Is under 24 years of age;

Is not a veteran of the United States military;

Is unmarried;

Does not have a dependent child, and

Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act

EXCEPTION: Disabled students who began receiving disability assistance as of November 30, 2005 are exempt from the student eligibility restrictions.

5.7.1. Independent Student Status

To be considered otherwise individually eligible a student must show independence from parents or guardians. All the following will be considered in determining student independence:

- (a). The individual must be of legal contract age under state law.
- (b). The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.
- (c). The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- (d). The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

5.8. Grounds For Denial Of Program Assistance

Denial of assistance for an applicant may include any of the following: denying listing on the waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.

In order to accurately verify eligibility, all adult family members must provide an unexpired government issued photo identification.

When denying a family for violations or amounts owed from previous participation in a Federal housing program, any family member who was an adult in the household and had signed authorization forms indicating awareness of family obligations at the time of the previous participation is considered responsible for those violations or amounts owed.

Assistance **must** be denied for each of the following reasons:

The applicant does not meet the eligibility criteria described earlier in this plan. (e.g., the applicant family's annual income exceeds the income limit for a family of that size).

Any adult family member refuses to sign or submit required consent forms (such as the authorization for release of information form or the declaration of citizenship and non-citizen status).

Any family member has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of an assisted housing project (including the building or complex in which the unit is located and the associated common areas and grounds).

Any family member is subject to a lifetime registration requirement as a sex offender.

The PHA may at any time deny program assistance for an applicant for any of the following grounds:

If a family member violated any family obligations under the program as set forth in 24 CFR 982.551 as amended.

If any member of the family has been evicted from public housing or has had or is having a public housing lease terminated or refused renewal for serious or repeated violations of the lease.

If any Housing Authority or Agency has ever terminated assistance under the certificate or voucher program for any member of the family as a result of program violations.

If any member of the family commits drug-related criminal activity, or violent criminal activity.

If any member of the family is required by a state to register as a sex offender.

If any member of the family commits or has committed fraud, bribery or any other corrupt or criminal act in connection with the program. This includes family members who as adults resided in an assisted dwelling unit while not listed as a member of the assisted household for eligibility and rent calculation.

If the family currently owes rent or other amounts to the PHA or to another Housing Authority or Agency in connection with Section 8 or public housing assistance under the 1937 act.

If the family has not reimbursed any Housing Authority or Agency for amounts paid to an owner under HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

If the family breaches an agreement with the PHA to pay amounts owed to any Housing Authority or Agency, or amounts paid to an owner by any Housing Authority or Agency.

If a family participating in the Family Self Sufficiency (FSS) program fails to comply, without good cause, with the family’s FSS contract of participation.

If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

Violence Against Women Act. That an applicant has been a victim of domestic violence, dating violence, or stalking as defined under Section 20.3. is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant.

Restriction on assistance to noncitizens.

Under certain circumstances stated in 24 CFR Part 5 Subpart E, the PHA must deny assistance because a family member does not establish citizenship or eligible immigration status.

5.9. Terms Of Denial Of Program Assistance

If, at any time, grounds for denial of assistance to an applicant is discovered, that applicant must be removed from the waitlist and may not be on the waitlist until the term for denial is complete.

For conviction of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of an assisted housing project the denial of assistance will be forever.

For amounts owed to this PHA or any other Housing Agency, the denial of assistance will be continuous until the entire debt is paid in full. An applicant **cannot** remain on the wait list while the debt is being paid.

For violation of a family obligation that resulted in termination of assistance under the Certificate of Family Participation or Housing Voucher including the prohibition of drug-related or violent criminal activity, denial of assistance will be a period of ten years from the date of termination from the Section 8 Program. Since all participants are thoroughly briefed on family obligations, before and during their participation, we hold those who have violated the family obligations to a longer period of denial, than those applicants who have never been participants.

During a period of ten years from the date of eviction, the PHA will not admit a family to the program if any member of the family has been evicted from federally assisted housing or had their lease terminated or refused renewal for serious violation of the lease.

During a period of ten years from the date of the act, the PHA will not admit a family to the program if any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

During a period of three years from the date of the behavior, the PHA will not admit a family to the program, if any member of the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

During a period of three years from the date of termination, the PHA will not admit a family to the program, if any member of the family failed to comply, without good cause, with the family’s FSS contract of participation.

PHA will not admit a family to the program as long as a family member is required by a state to register as a sex offender.

Except for the illegal use, or possession for personal use of a controlled substance as stated below, during a period of three years from the date of criminal activity, any family member must not have engaged in drug-related criminal activity or violent criminal activity.

Drug-related criminal activity means one of the following:

- (1) Drug-trafficking defined as the illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));
- (2) Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), except that such use or possession must have occurred within one year before the date that the PHA provides notice to an applicant of the PHA’s determination to deny admission. Drug-related criminal activity does not include this use or possession, if the family member can demonstrate that he or she:
 1. Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
 2. Is recovering or has recovered from such addiction and does not currently use or possess controlled substances.

Violent criminal activity includes any illegal criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. This may include but is not limited to: rape or attempted rape, murder or attempted murder, robbery, burglary, arson, vandalism, assault, battery, domestic or family violence (as the individual who committed the violence, not the victim), resisting arrest, or any activity involving the use of weapons against persons or property.

PHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in drug-related or violent criminal activity, *regardless of whether the family member has been arrested or convicted.*

5.10. Screening For Suitability Of Tenant

The PHA may not deny assistance in the Housing Choice Voucher program for factors that relate to the suitability of the applicant family as tenants, except for those factors defined under Section 5.8 above.

1. PHA option and owner responsibility.
 - (a) Except for those factors defined under Section 5.8 above, the PHA opts not to screen family behavior or suitability for tenancy. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.
 - (b) The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner.

SECTION 6. APPLYING FOR ADMISSION

6.1. General Policy

Applications are taken to compile a Record of Applicants/Community Wide Waiting List for the Housing Choice Voucher program.

The application process will be undertaken in two phases: The applicant will be placed on the waiting list / record of applications based in order of a random selection from a pool of applicants received when the application intake period is open. When the family comes to the top of the waiting list and the PHA is ready to issue a Voucher, the applicant will complete a personal declaration and the PHA will verify the information provided.

6.2. Opening/Closing Of Application Intake

The PHA will utilize the following procedures for opening application intake:

When the PHA opens application intake, the PHA will advertise through public notice in the newspaper, and to other organizations as follows:

The Daily Sentinel, NAACP, Independence Manor, Oakhill Plaza, Eastwood Terrace, Mayor's Committee on People with Disabilities

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for section 8.

Limitations, if any, on who may apply.

The number of applications that will be randomly selected to be placed on the waiting list.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time may be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

The PHA will announce the closing of application intake by public notice which may be within the same notice of opening application intake.

The open application intake period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 6 months. The PHA will give at least 3 days' notice prior to closing the intake period.

When the period for accepting applications is over, the PHA will, by random means, select for placement on the waiting list, the published number of applicants from the pool of those who submitted applications during the open application intake period. Those applicants from the pool who are not randomly selected will not be placed on the waiting list and their application will be discarded. Those applicants who are not randomly selected must reapply, if interested in

assistance when the application intake is once again open. No informal review is required for those not selected by this discretionary policy.

Once an applicant is randomly selected for the waiting list the application may still be rejected for good cause, such as denial of assistance because of action or inaction by members of the family for the grounds stated in Section 2.7 and Section 20.1.1 of this Administrative Plan. Also rejection may occur if the income of the family is above the income limit published in the notice of application intake. These rejected applicants at this point will be given the opportunity for an informal review. If a family has previously had a review from which they were issued a notice that stated a term of denial, they will not be allowed another review until after the term of denial has passed even with subsequent application submissions.

Unless stated differently in the notice, when the application intake is open, applications may be made in person at the PHA office at 715 Summit Nacogdoches, Texas between the hours of 12:00 p.m. to 5:00 p.m. Monday through Thursday except on holidays or applications may be mailed to applicants who are unable to apply in person. Applications are date and time stamped when returned to the PHA, fully completed and signed by the applicant family's head of household. Only applications with original signatures will be accepted. No faxed or e-mailed applications will be accepted.

Individuals who have a physical impairment that would prevent them from making application in person may call the PHA to make special arrangements to complete their application.

The PHA may also take applications at designated outreach sites as it determines necessary to comply with special outreach efforts.

Any family requesting an application will be given the opportunity to complete one regardless of race, color, religion, sex, national origin, age, handicap or familial status.

6.3. Application Procedures

The PHA will utilize a basic application form. The information is to be filled out directly by the applicant whenever possible.

The purpose of the application is to preliminarily assess family eligibility or ineligibility and to determine placement in the application pool.

The application will contain this basic type of information:

- Names and ages and Social Security numbers of all family members who are expected to reside in the assisted unit if selected.

- Race & ethnicity of family.

- Sex and relationship of members.

- Address and telephone numbers

- Amount and source of all income and assets.

- Information on whether the family would like to be considered for barrier-free unit, a unit modified for sight and hearing impaired, or a unit designated for an elderly family.

Notification of the requirement to submit evidence of citizenship or eligible immigration status or to elect not to contend that one has eligible immigration status shall be presented with the application in the form described in 24 CFR Part 5 Subpart E and, when feasible, in a language that is understood by the applicant if not proficient in English.

Once the application is complete, the PHA staff that is thoroughly acquainted with the eligibility criteria will assess the applicant's eligibility or ineligibility based on the unverified information provided.

The information on the form will not be verified until the applicant has been selected from the application pool for final processing. Final eligibility will be determined when the personal declaration interview process is completed and verified.

Applicant heads of household are responsible for informing the PHA of changes in family circumstances (including income and address) and are responsible for responding to requests from the PHA to update applications. Refusal to provide information may result in the applicant being removed from the application pool.

6.3.1. Adding New Family Members To The Application

Adult members that are not identified at the time of the application will not be later added to the application unless they are the spouse of the family head (and were married after the application was received) or are needed to provide a reasonable accommodation for a disabled member of the household. Minors added by birth, adoption or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to the PHA. All individuals added to the household are subject to HUD's eligibility and the PHA's suitability standards. The PHA will not approve the addition of adults to a family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening.

6.3.2. Notification Of Preliminary Eligibility Status

The applicant's preliminary eligibility for placement on the waiting list will be determined based on the income and family circumstances as of the date the application was received. If the applicant is not eligible on that date, they will be denied placement on the waitlist for that application, even if during the review process time their income or family circumstances change.

Based on the information on the application, if the family is preliminarily determined eligible, the applicant will be informed of the probable date their name will be reached to receive assistance. The PHA communication will in no way lead applicants to believe that the estimated date of assistance is exact, but will stress that the estimated date of assistance is subject to several factors that are beyond the PHA's control (i.e., turnover, funding, etc.). This information with respect to eligibility (and waiting time to receive assistance) will be put in writing and given to the applicant at the time the application is submitted, or it will be mailed to the applicant.

6.3.3. Right to Informal Review

Applicants who are denied Housing Choice Voucher assistance are entitled to an informal **review**. Households participating in the program have a right to an informal hearing by an impartial Hearing Officer under certain situations. People are considered "applicants" until there is an effective lease and subsidy contract, at which time they become "participants." The PHA is not required to provide the applicant an opportunity for an informal review for any of the following:

- (1) Discretionary administrative determinations by the PHA.
- (2) General policy issues or class grievances.
- (3) A determination of the family unit size under the PHA subsidy standards.
- (4) A PHA determination not to approve an extension or suspension of a voucher term.

- (5) A PHA determination not to grant approval of the tenancy.
- (6) A PHA determination that a unit selected by the applicant is not in compliance with HQS.
- (7) A PHA determination that the unit is not in accordance with HQS because of the family size or composition.

If at any time the PHA discovers or determines an applicant to be ineligible, that applicant will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

An informal review may be requested for the following decisions denying:

Listing on the PHA's Waiting List
Issuance of a Voucher
Participation in the Program

Applicants whose applications are placed inactive because they do not show up for an appointment will not receive an informal review as it will be assumed that they are no longer interested. Missed appointments are handled as outlined in SECTION 22. MISSED APPOINTMENTS Applicants must submit their request in writing to the PHA within (10) calendar days from the date of the determination.

Once an applicant has been denied and been given an informal review, if the denial is upheld at the review the applicant is not entitled to another informal review until after the term of denial has passed, no matter if he reapplies. The applicant will be informed of this term of denial during the informal review.

6.4. Selecting Applicants For Full Verification

When there is anticipated a form of assistance available, an interview letter will be sent to the applicant head of household on the waiting list with a scheduled date and time for the applicant to come in and begin the verification process. The scheduled interview will be at least 6 calendar days from the date of the letter. The applicant head of household will be allowed to contact the PHA before the interview date and reschedule if unable to make the original date. If the head of household does not show up for the interview or rescheduled interview their application will be made inactive and they must re-apply when applications are being taken. Missed appointments will be handled in accordance with SECTION 22. MISSED APPOINTMENTS of this Plan. Because of the need to fill units quickly the rental assistance may be offered to the next applicant who did not miss their interview.

The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

6.4.1. Application interview procedure

All adult family members are required to attend the interview and sign the personal declaration and verification release forms. Exceptions may be made for persons with physical disabilities, if attending will create a hardship. The applicant will be asked in their notice to attend the interview to bring documentation of family composition (i.e. birth certificates, social security cards, driver's license), and documentation concerning eligible immigration status as designated in 24 CFR Part 5 Subpart E. During the interview the head of household must complete the personal declaration form as to family composition, assets and income.

6.4.2. Verification of Personal Declaration Information

Information provided by the applicant will be verified including information on residency (for those wanting to live outside Nacogdoches County), family composition, income, assets,

allowances and deductions, full time student status, eligible immigration status and other factors relating to eligibility before the applicant is issued a Voucher. The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed. Eligible immigration status shall be verified in accordance with 24 CFR Part 5 Subpart E.

6.5. Final Determination And Notification Of Eligibility

After the verification process is completed, the PHA makes its final determination of eligibility, based on the same factors as preliminary eligibility, but with verified data at this point in time. The applicant now must be eligible at the date of Voucher issuance. The household is not actually eligible for Voucher issuance until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list. Because HUD can make changes in rules and regulations, it is necessary to make a final eligibility determination. Also, family circumstances may have changed between initial application and final eligibility determination.

SECTION 7. MAINTAINING THE WAITING LIST

7.1. Application Waiting List

An application waiting list will be maintained in accordance with the following factors:

1. The application and personal declaration will be kept in the file until the file has been placed inactive and for at least three years afterwards.
2. The waitlist will be maintained by date and time the application was received by the PHA **completed and signed** and the randomly generated order number.
3. All applications must meet "Very Low Income" eligibility requirements as established by HUD. The HUD Area Office must have previously approved any exceptions to these requirements.

The PHA may update the waiting list monthly. Any applicant who has not updated in writing or in person at the office of the PHA in the past 12 months may be removed from the application pool and their file placed "inactive".

Portability families from another jurisdiction holding a valid Voucher will not be considered part of the waiting list and will be treated under the Portability 11.4 of this Plan.

7.2. Waiting List Preferences

The PHA will provide a local preference for admission to the HCV program for families displaced by Hurricanes Katrina or Rita. Eligible families who have recently left or will be leaving FEMA temporary housing units or FEMA's Alternative Housing Pilot Program, including Katrina cottages, must be given preference over all other displaced families. Families will be considered to have "recently left" a FEMA provided temporary housing unit or FEMA's Alternative Housing Pilot Program, including Katrina cottages, if they vacated their unit on or after June 24, 2009.

The number of families that receive this preference will be limited to the number of new vouchers awarded to the PHA as a result of Public Law 111-32, enacted by Congress June 24, 2009

Except for those families that meet the preference above, in order to meet the Federal income targeting requirement under Section 5.3.3, applicants whose income is at or below 30% AMI may be selected for voucher issuance ahead of those whose order number is smaller but whose income is above 30% AMI.

7.3. Maintaining The Waiting List

After the preliminary eligibility determination has been made, applications are placed on the waiting list in a randomly generated order.

The PHA will maintain an accurate waiting list that conforms to HUD requirements.

The waiting list will provide the following information on households who have submitted a completed application:

1. Name of head of household;
2. Date and time the application was received completed and signed
3. Race & Ethnicity code
4. Application number based on random generation
5. The voucher size needed based on the Subsidy Standards under Section 8.1 of this plan.
6. Qualification for any local preferences.

7.4. Updating / Purging The Waiting List

The PHA may update the waiting list monthly to ensure that it is current and accurate.

If an applicant head of household has not contacted the PHA within the past 11 months the PHA may mail a letter to the head of household's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list. If the applicant head of household did not notify the PHA of a move as required, the PHA will not be responsible for the head of household's failure to receive the update request.

The request letter will include a deadline date (which will be at least 12 months from the last update by the head of household) by which heads of households must contact the PHA of their continued interest, by mail, or in person. No updates will be accepted by telephone because of false information from people claiming to be heads of households.

The deadline will give the head of household at least ten days from the date of the notice to respond. If the head of household fails to contact the PHA by the deadline date, the application will be removed from the waiting list. The PHA does not accept responsibility for mail delays. The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

If the application is no longer eligible based on the updated information the head of household will be promptly notified and given an opportunity for an informal review.

7.5. Order Of Selection For Applicant Interview And Removal From Waiting List

Interviews for completion of a personal declaration are scheduled by the randomly generated application number. If an applicant head of household cannot attend the scheduled interview they may re-schedule. If they miss their originally scheduled interview and have not re-scheduled or miss their re-scheduled interview, they will be considered no longer interested and their application will be removed from the waiting list.

7.6. Finalizing The Determination Of Eligibility

All completed and verified applications are designated as "eligible to be notified". Families are called in for briefing and issuance of vouchers in accordance with this Administrative Plan using the order of the randomly generated application number.

A statistical report is prepared by the Housing Choice Voucher staff each month to ensure that the very low income requirement is met, and that the number of vouchers issued is sufficient to maintain Contracts that will efficiently utilize available funds.

SECTION 8. SUBSIDY STANDARDS

8.1. Voucher Size Issued

HUD guidelines require that the PHA establish standards for the determination of Voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. They also must meet the minimum requirements of the Housing Quality Standards.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

These general guidelines are used in determining Voucher size:

VOUCHER SIZE	MINIMUM # PERSONS IN HOUSEHOLD	MAXIMUM # PERSONS IN HOUSEHOLD
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	6	10

An unborn child of a pregnant family member will be counted as a family member when determining the initial subsidy standard for the family. After the family has been housed under the program, an unborn child will not be counted for subsidy standard determinations.

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

Vouchers may be issued for bedroom sizes large enough to not require family members of opposite sex, except spouses or significant others, to share a bedroom.

Verified medical reasons may require a family member to have a separate bedroom.

Vouchers may be issued for larger bedroom size units for other documented and verified circumstances regarding, age, sex, or handicap as needed and requested by the family.

The family may request a larger size than that listed on the Voucher by:

The applicant/participant shall be required to submit to the PHA in writing a request for a larger size Voucher and give the justification for the request within 10 days of the determination of bedroom size by the PHA listed on the Voucher. The PHA will consider the request according to the conditions outlined in this Plan and determine whether or not the request will be granted. The necessity for an exception to unit size standards must be verified and documented. The granting of the exception shall be at the discretion of the PHA.

8.2. Unit Size Selected

The family may select a different size dwelling than that listed on the Voucher.

There are these criteria to consider:

Utility Allowance Schedule APPENDIX “B”. The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family’s Voucher.

Housing Quality Standards. HQS Standards allow 2 persons per living/sleeping room and would permit the following maximum occupancy, assuming a living room is used as a living/sleeping area:

0-BR	1
1-BR	4
2-BR	6
3-BR	8
4-BR	10
5-BR	12
6-BR	14

The Voucher payment standard for the family must be the lower of:

- (1) The payment standard for the family size; or
- (2) The payment standard for the unit size rented by the family.

SECTION 9. FAMILY COMPOSITION, RESIDENCE, AND INCOME CONSIDERATIONS

9.1. Adding Members To The Participant Family:

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment. Reasonable accommodation for a family member with a disability may allow for written or telephone reporting.

Except for the birth, adoption or court awarded custody of a child; the family must receive permission from the Landlord and the housing authority, **in writing, before** allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated.**

Except in cases of a reasonable accommodation to a current family member with a disability, the PHA will not allow any other person to be added to the family unless the person is married to the head of household or is another adult increasing the household income and intending to share resources.

All individuals added to the household are subject to HUD's eligibility and the PHA's suitability standards. The PHA will not approve the addition of adults to a family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening.

9.2. Principal Place Of Residence:

If all family members are absent from the dwelling for more than 3 consecutive months, or more than 120 days in a 12 month period, the unit will not be considered to be their principal place of residence and they will be terminated from the program. No family member may reside in another subsidized dwelling while absent. Except as stated under Section 9.3.1 and Section 9.3.5 no family member may lease, rent, or contract for a separate residence or dormitory for a term greater than 3 consecutive months or 120 days in a 12 month period. The family must report in advance to the PHA in writing if all family members will be absent from the dwelling for 30 consecutive days or more or if any member will lease, rent or contract for another residence or dormitory for 30 consecutive days or more.

9.3. Family Members Vacating And Other Considerations

9.3.1. Sole Member of Household:

If the sole member of the household has to leave the household for more than 3 consecutive months, the unit will not be considered their principal place of residence and they will be terminated from the program unless the tenant requests an extension for medical reasons by submitting documentation from a reliable medical source that s/he will return within a total of 6 months (an additional 3 months). If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent. If they are temporarily confined, they will not be considered permanently absent. In no event,

however, will the unit be considered their principal place of residence when they are out of the household for more than 6 months.

9.3.2. Spouse or Significant Other:

If a spouse or significant other leaves the household and will be gone for 6 months or more of the reexamination period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease. An exception would be a spouse on active duty in the military. A military spouse will be considered temporarily absent.

If a spouse or significant other leaves the household and the period of time is estimated to be less than 6 months, the family member will be determined temporarily absent unless one of the situations below occurs.

If a spouse or significant other files for divorce, the person who leaves the household will be considered permanently absent.

If a spouse or significant other is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

9.3.3. Other Adult:

If any other adult in the household goes into the military and leaves the household, they will be determined permanently absent unless that adult's spouse or dependent remains in the unit. In that case the military adult will be considered temporarily absent.

9.3.4. Single Parent:

If there is a one parent home and the children are taken away from the parent because of abuse, but after counseling the children will be returned, the PHA will try to find out from Social Services how long it will be before the children will return. The parent will retain his/her eligibility as a remaining member of the tenant family. S/he may have to be issued a different size Voucher. To determine whether and when the bedroom size should be changed, the case should be taken to the Housing Choice Voucher Coordinator who will use an approximate time of three months as a guide, depending on the individual circumstances and verification provided.

If a single parent must leave the household and another adult brought in to take care of the children while the parent is away, the family might not be terminated if the head of household has not violated obligations under the program. The head of household must request and get approval from the PHA to add this adult as a family member, if this adult will be living in the unit longer than the visitor provisions defined in Section 9.3.7, below.

9.3.5. Students:

A student (other than head of household, spouse or significant other) who attends school away from home but lives with the family during school recesses may be considered permanently absent (income not counted, not on lease, not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size) at the family's option.

An adult may be designated a full time student between regular spring and fall semesters if they certify as to their intent to register as a full time student for the upcoming fall semester and they were a full time student during the most recent spring semester. If they fail to register as full time any employment income that was not used in calculating TTP because of

their full time student designation will be counted retroactive to the date it would have been counted and any over payment of assistance as a result must be reimbursed by the family.

9.3.6. Joint Custody of Children:

Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

9.3.7. Visitors:

The provisions of the lease between the family and the landlord will generally prevail as to visitors or guests. If the person is a visitor and does not intend to become a "permanent" member of the family, the PHA does not have to consider this a change in family composition.

However, the PHA has a duty to determine and approve the composition of the family. So, if a person will be living in the unit for more than 72 days per year, the family must request approval from the PHA to add this person to the household in accordance with 9.1, below. Any person not included on the HUD 50058 and Lease who has been in the unit more than a total of 72 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors and/or the Landlord will be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose shall be construed as verification of unauthorized residence.

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

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 for up to 90 days per year without being considered a member of the household as long as it is allowed under the lease and the head of household still claims them as visitors.

9.3.8. Reporting to the PHA:

The family will need to declare a member's status as permanently or temporarily absent in writing to the PHA and within ten calendar days of a change in the status. The PHA will advise the family at that time, or at reexamination, what the options are and how it might affect the Total Tenant Payment or the Voucher size.

The family should be counseled at briefings and reexamination on the effect of the permanently/temporarily absent policy on income.

9.3.9. Temporarily Absent Family Member's Income:

Income of temporarily absent family members is counted.

If the spouse or significant other of the head of household is temporarily absent, his/her entire income is counted, whether or not s/he is on the lease.

A temporarily absent individual on active military duty will be removed from the household, and his or her income will not be counted unless that person is the head of household, spouse, or co-head.

- (a). However, if the spouse or a dependent of the person on active military duty resides in the unit, that person's income will be counted in full (except hazardous duty pay when exposed to hostile fire), even if the military member is not the head, or spouse of the head of household.
- (b). The income of the head, spouse, or co-head will be counted even if that person is temporarily absent for active military duty.

9.3.10. *Income Of Person Permanently Confined To Nursing Home:*

If a family member is permanently confined to the hospital or nursing home, and there is a family member left in the household, the PHA will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent in this Plan.)

9.4. Annualizing / Averaging Income:

There are two ways to figure income when the income is not received for a full year:

Annualizing current income (and subsequently conducting an interim reexamination if income changes); or

Averaging known sources of income that vary to compute an annual income (no interim adjustment if average income remains what was calculated).

The PHA will typically use the averaging income method for families unless it is determined by the Housing Choice Voucher Coordinator that the annualizing income method is most advantageous to the program goals.

Last year's income could be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three months of income are representative of the income that may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, the last three months may be used to anticipate the income.

If the last three months of income are not representative of the income that may be anticipated for the next year, such as overtime worked only at Christmas, the overtime worked for the entire year will be used to anticipate income.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the HAP every month.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

At reexamination, the PHA can use last year's income, if the income cannot be anticipated for the coming year, and average.

9.5. Regular Contributions And Gifts:

Regular contributions and gifts received from persons outside the household are counted as income if valued at more than \$25 per month.

This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

It does not include casual contributions or sporadic gifts.

9.6. Alimony And Child Support:

Regular alimony and child support payments are counted as income.

If the child support is not received on a regular basis, the PHA must count the amount of child support in the divorce decree or separation agreement unless the PHA verifies that the income is not provided.

In order to calculate with any other amount than the amount in the award, the PHA must obtain a certification from the participant as to how much is being received on an annual basis, plus they must have documentation in the file that the family has filed with the agency responsible for enforcing the payments.

When a printout is received (from the Attorney General's office, for example, for the prior 12 payments), the PHA will use the amount received up to the last 12 payments. The projection will be the total amount received up to the last 12 payments (except lump sums for back pay) divided by the number of days plus the average number of days from the first payment through the last payment times 364 days. If the last payment was more than 60 days from the verification date, calculations will be based on the number of days from the first payment to the verification date plus the average number of days. If the last payment received was 12 months or more from the verification date and the family has filed with the agency responsible for enforcing the payments, none of the payments will be counted.

A lump sum paid for back due support will be handled as an asset.

9.7. Lump Sum Receipts:

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), social security benefits, capital gains and settlement for personal or property losses are not included in income. Lump-sum payments caused by delays in processing periodic payments (unemployment, or welfare assistance but not social security benefits) are counted as income.

Treatment of accumulated periodic payments because the income was deferred due to a dispute is handled no differently than periodic payments that are deferred because of processing problems.

PHAs may develop a calculation method that calculates retroactively or prospectively.

The PHA will calculate the lump sum retroactively; going back to the month the lump-sum payment was received, as long as that date is not prior to program participation.

The PHA will determine the percent of the year remaining before the annual certification (for example 3 months would be 25% of the year, leaving a 75% balance);

At the next annual reexamination, the PHA will take the remaining percentage (for example the 75%) of the lump sum and add to the annual income;

9.8. Assets Calculations

In calculating the value of cash and cash equivalent asset accounts the PHA will use the average balance for the past 3 months.

9.9. Assets Disposed Of For Less Than Fair Value

The PHA must count assets disposed of for less than fair market value during the two years preceding examination or reexamination. The PHA will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value. HUD does not specify a minimum threshold for counting assets disposed of for less than Fair Market value, but allows PHAs to establish a threshold in the Administrative Plan that will enable them to ignore small amounts such as charitable contributions.

The PHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$2000. If the total amount of assets disposed of within a one-year period is less than \$2000, they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one year period is more than \$2000, all assets disposed of for less than Fair Market value minus \$2000 will be counted as assets for two years from the date the asset was disposed.

9.10. Child Care

Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable the child's parent, foster parent or guardian to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed.

If a child becomes thirteen (13) years of age between annual certifications an interim change in TTP will not be made removing the childcare expense unless the family requests a recalculation of TTP.

The PHA will not normally determine childcare expenses for a child as necessary when the household contains an additional parent, foster parent or guardian of that child who is physically capable of caring for that child and is not working, actively seeking employment or furthering his/her education. The head of household must document the disability/handicap that prevents the parent, foster parent or guardian from providing childcare.

Childcare deductions will not be given for attending a private school, rather than a public school. However, if the private school also provides day care or after-school care, in addition to regular school hours for school-age children, the after-hours care can be counted as a childcare deduction, as long as the family is eligible for the childcare deduction.

The following will be used as the reasonableness standard for childcare deductions:

The maximum childcare deduction allowed to work will be based on the amount earned of the child's parent, foster parent or guardian enabled to work as designated by the family.

Because of the requirements of childcare facilities and travel and study time, the PHA will allow the cost of full time childcare for the parent, foster parent or guardian enabled to further his/her education or actively seeking employment.

Those claiming the deduction for actively seeking employment will be required to register with the Texas Workforce Commission.

Rate of Expense:

The PHA will annually survey the local daycare providers in the area/community to determine a reasonableness standard. The determination will be made a reasonable weekly or monthly rate.

9.11. Medical Expenses:

To anticipate medical expenses, third party information will be solicited from the applicant's or participant's doctors, pharmacies, hospitals, dentists, clinics, etc. The verification forms will request anticipated medical expenses for the next 12 months and any outstanding medical bills with the average payments made toward those bills. The anticipated medical expenses minus any amounts to be paid by insurance, plus average payments made toward outstanding bills for a 12 month period or the pay out of the bill whichever is less, will be used to project the medical expenses. Pharmacies may provide a listing of the medications purchased during the past 12 months and a projected average for the next 12 months will be calculated based on those figures. Any amounts paid toward medical insurance as verified by a copy of the in force policy will also be projected for 12 months and added to the anticipated medical expenses as well as the amounts paid toward Medicare as verified by the Social Security Administration.

Nonprescription medication must be doctor recommended with a recommended dosage in order to be used as a medical deduction.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

SECTION 10. VERIFICATION PROCEDURES

10.1. General Policy

The PHA verifies family income, family composition, status of full time students, value of assets, and other factors relating to eligibility determinations before an applicant is issued a Voucher.

The Executive Director will establish verification procedures acceptable to HUD and revise those procedures as needed.

The PHA also verifies citizenship and noncitizen eligible immigration status once for each family member in accordance with 24 CFR Part 5 Subpart E

SECTION 11. BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

11.1. Briefings

11.1.1. Purpose of the Briefing:

The purpose of the briefing is to go over the Voucher holder's packet in order to fully inform the participant about the program so that s/he will be able to discuss it with potential participating owners.

11.1.2. Briefing Attendance Requirement:

All adult family members are required to attend the briefing when they are initially issued a Voucher. No Voucher will be awarded unless the adult family members have attended a briefing. Exceptions may be made for adult family members who are temporarily absent.

Two failures of an applicant to participate in scheduled briefings shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review.

11.1.3. Format of the Briefing:

A Housing Choice Voucher staff member may handle briefing of Voucher holders on a group or individual basis. (If group briefings are conducted), applicants are interviewed individually after the group briefing, given an opportunity to ask questions and are requested to sign their Voucher.

The applicant is provided with the following voucher holders packet containing:

- a. Those items required by 24 CFR Section 982.301(b) of the regulations;
- b. A general information brochure explaining the basics of the rental program for landlord use;
- d. A current list of interested landlords and their available property;
- e. Description of Fair Market Rents Payment Standards and Housing Assistance Payments;
- f. Procedures for notifying HUD or the PHA of program abuses such as required side payments or other overcharges and Housing Quality violations in the unit;
- g. Notification of Violence Against Women Act provisions.
- h. Any supplemental material the PHA may deem necessary.

11.1.4. General Policies:

In addition to the briefing requirements to be covered determined by HUD regulations, the following items shall be discussed thoroughly in the briefing session.

The amount of the security deposit that can be collected by the owner as determined by State law and the use of that deposit after tenant move-out, shall be thoroughly discussed.

Collection of the Security Deposit and any special terms provided for the payment of the deposit shall be between Owner and Tenant.

Information shall be included to explain that rents are restricted to what is determined reasonable by the PHA. The PHA shall also explain the Tenant's responsibilities regarding increased rent payments when a family elects to rent a property where the rent is more than the combined total of the voucher subsidy allowed and their tenant payment in the Housing Voucher Program.

Information on and encouragement to lease in areas outside economic deprivation and areas where the participant's race does not predominate.

11.1.5. Household Obligations under the Housing Choice Voucher Program:

Generally, under the Housing Choice Voucher Program, the relationship between tenant and landlord are the same as in the private housing market.

However, once a household receives a Housing Choice Voucher, s/he has the following additional obligations:

Find a rental unit which is the correct size in accordance with HQS and for which they will not initially pay more than 40% of the family monthly adjust income.

Turn in proper forms to the PHA within the Voucher period so that the unit may be approved;

Supplying required information.

- (1) The family must supply any information that the Housing Authority (PHA) or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.
- (2) The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- (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.

The family is responsible for an HQS violation that is caused by any of the following:

- (1) The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant.
- (2) The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant.
- (3) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

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

The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. All notices must be in writing.

The family must promptly give the PHA a copy of any owner eviction notice

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

The PHA must approve the composition of the assisted family residing in the unit. The family must promptly (within ten days) inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly (within ten days) notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by family members.

The family must not sublease or let the unit.

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

The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly (within ten days) notify the PHA of absence from the unit.

The family must not own or have any interest in the unit unless approved under the homeownership program.

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

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

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 Federal, State or local housing assistance program.

11.1.6. Owner Referrals:

Voucher holders are notified at their briefing session that the PHA updates the listing of available housing and are invited to pick up the update from the office. Additional assistance is provided as needed upon request.

11.2. Security Deposit Requirements

State law will govern the Security Deposits collected by the Owner. The PHA declines to set a maximum amount for security deposits.

11.3. Voucher Issuance

At the close of the briefing session, each household will be issued a Housing Choice Voucher that is a contract between the PHA and the household specifying the rights and responsibilities of each party.

The number of Vouchers issued will be determined by the amount of funding available. The PHA will attempt to issue the maximum number of Vouchers as to serve as many families in need as possible while maintaining the program integrity. Therefore, the PHA will maintain monthly reports to determine when applications should be taken, and the number of Vouchers to be issued based on turnover statistics, FMRs, Utility Allowance Schedule APPENDIX “B”, current housing assistance payments and the subsidy standards required by those at the top of the waiting list.

11.3.1. Expirations:

The Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the PHA to inquire about assistance the PHA can provide the family in locating suitable housing.

The family must submit a Request for Tenancy Approval and Lease within the 60-day period unless the PHA has granted an extension.

11.3.2. Extensions:

A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher.

Extensions will be made at the discretion of the Deputy Director primarily for three reasons:

1. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family’s ability to find a unit within the initial 60-day period. Verification is required.
2. The family has evidenced that they have made a consistent effort to locate a unit and request support services from the Housing Counselor, throughout the initial 60-day period with regard to their inability to locate a unit.
3. The family has turned in a Request for Tenancy Approval prior to the expiration of the 60-day period, but the unit has not passed Housing Quality Standards.

The PHA extends in one or more 30-day increments, not to exceed an additional 60 days.

11.3.3. Suspensions:

Suspension means stopping the clock on the term of a family’s voucher after the family submits a request for lease approval.

The PHA declines to grant or allow any suspensions.

11.4. Portability

All applicants who, at the time of application, live outside the boundaries of Nacogdoches County must utilize their voucher within the boundaries of Nacogdoches County for a full twelve months, beginning at the date of the first HAP contract, before they will be allowed to move under the portability policies below.

The PHA may not deny portable voucher assistance to a tenant who violated previous assisted lease terms solely in order to move out quickly because of the fear of domestic violence. The PHA may not terminate or deny portable voucher assistance to a tenant who is otherwise in compliance with program rules moved out of a previous assisted unit in order to “protect the

health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

11.4.1. Regulatory Portability:

The PHA shall allow Voucher holders and participants to move outside the boundaries of Nacogdoches County with continued rental assistance if there is a Receiving PHA in the new location willing to provide the required program services for the HUD-allowed fees and there is sufficient HUD funding to cover the per unit cost (PUC) or the receiving PHA is willing to absorb the family.

11.4.2. Incoming Vouchers:

The PHA will accept families with a valid Housing Voucher from another PHA's jurisdiction.

The families will be serviced as follows:

1. If the PHA has an available Voucher, the family will be offered that assistance and the family will be transferred to this PHA's program ahead of applicants on the waiting list.
2. If the PHA does not have an available Voucher, the PHA will administer the Voucher of the Initial PHA. The PHA may transfer the tenant to its program when a Voucher becomes available.

11.5. Moves Within The PHA Jurisdiction

It shall be the policy of the PHA to allow tenants to move from one assisted unit to another under the program within the PHA's jurisdiction. The policies governing family moves are under SECTION 19. HAP CONTRACT TERMINATION AND FAMILY MOVES

SECTION 12. LOCATING SUITABLE HOUSING

12.1. Responsibility For Locating Housing

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. This means that the housing must be within the rent limitations set by the Program, must meet Housing Quality Standards requirements, including minimum bedroom size requirements for units.

The PHA will maintain updated referral lists of owners who have called the PHA to list their available units. This list will include landlords who have handicapped accessible units or are willing to make their units accessible. The list will be made available to Voucher holders upon request.

The PHA will also track those families who may require additional assistance in locating housing (such as families with 3 or more minors) and will provide suitable assistance to these families upon request.

The PHA will also assist the Fair Housing Service Center in Mobility Counseling for those families seeking de-segregated housing opportunities.

12.2. Eligible Types Of Housing

The following types of housing may be utilized in the Voucher program (unless designated otherwise):

- All structure types can be utilized, including but not limited to single family, duplex, triplex, fourplex, garden apartments, townhouses, and high-rises;

- Manufactured homes where the tenant leases the mobile home and the pad;

- Manufactured homes where the tenant owns the mobile home and leases the pad;

- Independent Group Residences Congregate Housing

Families may lease properties owned by relatives, only if required to meet reasonable accommodation for a handicapped or disabled family member and as long as they meet the other program requirements.

Housing units where the family is being subsidized under other Section 8 programs are ineligible.

12.3. Request For Tenancy Approval And Lease

The Request for Tenancy Approval and a copy of the proposed owner's Lease with the required HUD Lease Addendum attached must be submitted prior to the expiration of the Housing Voucher, unless the Voucher has been extended by the PHA and at least 5 working days prior to the effective date of the lease.

Both owner and Voucher holder must sign the Request for Tenancy Approval Form. The lease must be executed by both parties prior to the proposed effective date of the lease.

The PHA will review the documents to determine whether or not they are approvable. The PHA will also schedule a Housing Quality Standards inspection.

The unit must meet the Housing Quality Standards. If the PHA determines that the unit does not meet the Housing Quality Standards, the family and owner will be notified.

See the next section for Clearing Deficiencies.

SECTION 13. HOUSING QUALITY STANDARDS AND INSPECTIONS

13.1. General Purpose

The PHA is required by HUD regulations to inspect the unit to ensure that it is “decent, safe, and sanitary” according to Housing Quality Standards.

The PHA has adopted additional local requirements of acceptability defined below.

No unit will be initially placed on the Housing Choice Voucher Program unless these standards are met. Units must also meet the Housing Quality Standards as long as the unit is under contract.

There are four types of inspections the PHA will perform:

- Initial
- Annual
- Complaint
- Quality Control

The Housing Quality Standards take precedence over local housing codes and other pertinent codes.

13.2. Acceptable Criteria And Exceptions To HQS

The PHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the following exceptions:

1. Unvented heaters may be permitted in units participating in the program by prior approval from the Area Director of the Department of Housing and Urban Development Field Office, dated June 12, 1989, providing the appropriate waiver.
2. By prior approval from the director of public housing Texas State HUD office, dated February 15, 2000, in those instances where a unit is centrally heated and air-conditioned, traditional bathroom venting as contemplated by the HQS manual is not required.
3. The PHA has initiated the following policy to ensure that units meet the Interior Air Quality requirements that “the unit must have adequate air circulation. “Units that have not been provided an air conditioning unit or evaporative cooler by the landlord will be required to have screens on exterior doors and windows at the time of their initial inspection.
4. All units must have at least one working smoke detector *on each level*.
3. All units are required to have sufficient weather-stripping and insulation to ensure the unit is free from drafts.

13.3. HQS Inspections

13.3.1. General Policy

The PHA will conduct an inspection using the Housing Quality Standards (and other standards approved in this Administrative Plan) at least annually. However, if between annual inspections, the tenant or owner complains that the unit does not meet Housing Quality Standards, the PHA will conduct an inspection. In this case, the staff has to inspect only the items that the tenant or owner are complaining about, but if other fail items are noticed during the inspection, the staff must also note those items and require those items to be corrected.

The owner or tenant is responsible for insuring that all HQS failed items are corrected. The owner may have recourse under his lease to charge the tenant for the cost of repairs of tenant caused damages. If utilities have been disconnected for non-payment by the tenant, the unit fails HQS and the tenant can be terminated from the rental assistance program for breach of family obligations. The owner or tenant will be given time to correct the failed items. There are two guidelines to use:

1. If the item endangers the family's health or safety, the owner or tenant must correct or abate the violation within 24 hours.
2. For less serious failures, the owner or tenant may be given up to 30 days to correct the item(s).

If the owner fails to correct those HQS violations that are the owner's responsibility, after s/he has been given a reasonable time to correct the items, the payment must be abated or the HAP Contract must be terminated.

13.3.2. Suspending / Withholding of HAP

If the owner has been given at least 30 days to correct those HQS violations that were the owner's responsibility, but has requested a time extension for extenuating circumstances, the Executive Director or Deputy Director will determine if the circumstances justify an extension.

HAP to the owner for the failed unit will be suspended / withheld, if an extension has been given, until the repairs are complete within the extension time.

13.3.3. Termination / Abatement of HAP

When it has been determined that a unit on the program fails to meet those parts of Housing Quality Standards that are the responsibility of the owner, and the owner has been given an opportunity to correct the problem(s) and does not do so within the time frame established by the PHA, the rent for the unit shall be terminated / abated and 30 day notice of HAP contract termination will be mailed to the owner.

The abatement shall be for at least one full month and will continue until all items which caused the unit to fail have been corrected or the HAP contract is terminated.

The PHA will inspect abated units within the month of the abatement after the owner has contacted the PHA to report the completed work.

13.3.4. HAP Contract Termination

If the owner fails to correct all the owner responsible items cited within thirty days of the beginning of the abatement period, the Contract will be terminated.

While the termination notice is running, the abatement will remain in effect.

Once the HAP Contract is terminated (with a thirty day notice prior to the first of the month), it will not be reinstated. The tenant is given a new Voucher to move if qualified under Section 19.1 of this Plan.

To reiterate this: When the Housing Assistance Payments Contract or the Voucher Subsidy Contract is terminated for owner responsible Housing Quality Standards violations, it cannot be reinstated. If repairs are done before the effective termination date, the termination can be rescinded if the tenant chooses to stay in the unit.

13.3.5. Tenant Caused HQS Violations

If the unit fails HQS as a result of a breach of the family obligation as stated in 24CFR, the HAP may not be held or abated or the HAP contract terminated.

However, if the unit does not pass HQS within the time frame given by the PHA the family will be given a “Notice of Termination “of their program assistance, with a copy to the owner, stating that the HAP contract will terminate automatically when the family’s program assistance is terminated.

13.4. Rent Reasonableness Test

The PHA maintains an inspection standard to ensure quality of approved housing and to ensure the requested rent meets the rent reasonable test and landlords are given the opportunity to make the requested repairs. The inspection shall note:

- Location
- Quality
- Size
- Unit type
- Age
- Amenities
- Housing services
- Maintenance
- Utilities

13.5. Initial Inspections

The PHA will schedule a timely inspection of the unit upon receipt of a Request for Tenancy Approval and Lease. The family and the owner will be notified of the results.

On an initial inspection the unit must pass the HQS on or before the effective date of the lease.

On an initial inspection, if the unit does not pass, the Inspector will attempt to inspect the unit again before the effective date of the lease, unless the Owner informs the Inspector that the unit will not be ready by that date.

If the unit continues to fail HQS after two re-inspections and the Voucher has expired, the family would have to reapply to be eligible for the program.

SECTION 14. LEASE APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION

14.1. Documents Submitted

The family shall be required to submit to the PHA the following documents at least 5 working days before the proposed effective date of the lease and prior to the expiration of the Voucher:

- (1) **LANDLORD, OWNER, CONTRACT UNIT INFORMATION**
To be completed by the Landlord for proper mailing of Housing Assistance Payments Checks, Housing Authority contacts, and HUD statistics.
- (2) **INFORMATION TO PROSPECTIVE LANDLORD ABOUT THIS FAMILY**
This form provides HUD required information about the family, if available, so that the prospective Landlord can contact current and prior landlords in order to screen the tenant. This form is signed by the Landlord to ensure that he has received it.
- (3) **IRS FORM W-9**
Must be completed by the Landlord. The name and SSN/TIN must match IRS records exactly. The name, address, and SSN/TIN on the W-9 will be used on the IRS form 1099 sent to the Landlord and IRS to report rental income as required by law.
- (4) **REQUEST FOR TENANCY APPROVAL**
To be completed by Landlord and signed by Landlord and Tenant.
- (5) **COPY OF THE TYPICAL LEASE USED BY THE LANDLORD.**
If PHA approves this lease the Landlord and Tenant must sign it before the beginning term date. The Landlord must use the same lease he uses for any unsubsidized rental dwellings.
- (6) **LEASE ADDENDUM BASIC VERSION**
This addendum must be attached to the Landlord's lease and signed by the Landlord and Tenant before the beginning term date.
- (7) **HOUSING QUALITY STANDARDS CHECKLIST**
To be checked by Landlord and Tenant and signed by both.

14.2. Initial Family Share Of Rent Limitations

The Family share of rent for an initial lease of a unit cannot exceed 40% of the family's monthly adjusted income. However, if a family has income that is excluded by law or regulation from the adjusted income calculation, that income may be added back to the adjusted income for comparison to the family share of rent for the 40% limit test. Since the family will have that excluded income for use in paying family expenses their housing choices should not be limited based on that exclusion.

14.3. Rent Reasonableness Determination

The PHA will make a determination as to the reasonableness of the rent that the owner is proposing in relation to comparable units on the private unassisted market.

Rent reasonableness determinations are made when units are placed under HAP contract for the first time and when owners request rent adjustments.

The PHA will certify and document on a case-by-case basis that the approved rent:

Does not exceed rents charged by the owner for comparable unassisted units in the private market; and

Is reasonable in relation to rents charged by other owners for comparable units in the private market.

These items will be used for rent reasonableness documentation:

- Location
- Quality
- Size
- Unit type
- Age
- Amenities
- Housing services
- Maintenance
- Utilities

The PHA will maintain comparable data on unassisted units in the market. This data will be used in an automated worksheet system for the staff to make their rent reasonableness determinations.

The PHA will annually update the comparable data on rent reasonableness through personal visits, by mail, or by telephone to apartments, realtors, and those rental units advertised in the local newspapers.

14.4. Owner Tenant Separate Agreements

Owners and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those that are provided under the lease.

Any appliance, service or other items that is routinely provided to non-subsidized tenants as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

The PHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

14.5. Lease Approval / Disapproval

After the PHA has reviewed the Request for Tenancy Approval and Lease, certified and documented rent reasonableness, conducted an inspection and passed the unit, checked the rent against the 40% family monthly adjusted income for an initial lease of a unit (if gross rent above payment standard), the PHA may approve the tenancy.

If the PHA determines that the tenancy cannot be approved for any reason, the landlord and the family will be notified and the reasons provided.

If the lease does not meet the PHA's requirements, the PHA will explain the problems to the owner and suggest how they may be corrected by a specific date.

If the gross rent is above the payment standard and the proposed family share exceeds 40% of the family monthly-adjusted income for an initial lease of a unit, the PHA will discuss with the landlord the possibility of reducing the Contract Rent.

If the rent does not meet the Rent Reasonable Test the PHA will discuss with the landlord the possibility of reducing the Contract Rent.

If the owner accepts the offer of a revised rent, the PHA will continue processing the Request for Tenancy Approval and Lease.

If the owner does not agree on the contract rent, after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the tenant that the tenancy is disapproved. The tenant should continue to locate eligible housing if his/her Voucher is still valid.

If the unit fails inspection, the PHA will provide the landlord with a detailed list of items that must be corrected and provide the landlord a reasonable period of time to make the repairs (see above).

14.6. Disapproval Of Owners

Nothing in the federal regulations or these policies is intended to give any owner any right to participate in the program.

The PHA may deny approval to lease a unit from an owner for any of the following reasons:

- (1) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- (2) The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- (3) The owner has engaged in drug-trafficking;
- (4) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- (5) The owner has a history or practice of renting units that fail to meet State or local housing codes; or
- (6) The owner has not paid State or local real estate taxes, fines or assessments.

In determining whether to deny owner participation the PHA will weigh the circumstances of the tenant as to whether the denial will place an undue hardship upon the family.

14.7. HAP Contract Execution

Prior to HAP Contract execution, the PHA will reconfirm the family's composition and critical information about income and allowances.

If significant changes have occurred, the information will be verified and the Total Tenant Payment will be recalculated. The PHA will not re-verify information or recalculate the Total Tenant Payment merely because previous verifications are more than 60 days old, in this situation.

When the tenancy approval process is completed, the PHA will notify the landlord and the family of the tenancy approval or disapproval.

If the tenancy is approved, the PHA will prepare the HAP Contract and the PHA and Landlord will execute it within 60 days of the effective date of the lease.

SECTION 15. PAYMENT STANDARDS, OWNER PAYMENT, UTILITY ALLOWANCE, AND MINIMUM RENT

15.1. Payment Standards

As a result of the volatility of funding, the Housing Authority Board of Commissioners authorizes the Executive Director to set the regular payment standards within a range of 90% to 110% of the HUD published Fair Market Rents (FMR) for Nacogdoches County and to adjust the payment standards at any time within that range.

Under the Young Litigation HUD has established exception Payment Standards at 148% FMR for those census blocks designated by HUD as affording a desegregated housing opportunity. The exception Payment Standards will be utilized only in a census block designated by HUD as a desegregated housing opportunity and only for those families designated by HUD for the use of those exception Payment Standards.

15.2. Affordability Adjustment To Payment Standards

The Executive Director may consider adopting an affordability adjustment to the Payment Standard at any time, but will review the Payment Standards at least annually.

The factors to be used in the analysis will be:

1. Participant rent burden (the percent of the total tenant payment to the adjusted household income of the Voucher participants).
2. Participant rent burden relative to the quality of the units selected by participant families as measured by the rent reasonable comparison and the most current HQS inspection.
3. Participant rent burden relative to availability of units by bedroom size and location.
4. Actual contract rents for specific bedroom sizes.
5. The need to allow families to move out of areas of minority concentration.
6. Success rates of voucher holders in finding affordable units.
7. Per unit cost funded by HUD.
8. The desire to assist the greatest number of families with the funds available.

If it is determined that an affordability adjustment is needed the Executive Director will set an effective date for the new Payment Standards and post them for the public at the Housing Authority office. The new payment standard increases will be applied to current HAP contracts at the next annual reexamination date of the family. If it decreases it will be applied at the second annual reexamination on or after the effective date of the decrease.

15.3. Utility Allowance

If the family pays for some or all utilities, the PHA will provide the family with a utility allowance. The allowances are based on actual rates and average consumption estimates, not on a family's actual energy consumption.

The utility allowance is given as a reduction in the tenant's portion of rent to be paid to the owner.

The PHA will review the Utility Allowance Schedule APPENDIX "B" on at least an annual basis. If a revision is needed, based on methods required by HUD, the Executive Director is authorized to make the revision to the Utility Allowance Schedule as needed.

Approved utility allowance schedule(s) will be given to families along with their Housing Choice Voucher. The same schedule(s) will be used by the PHA to record the actual allowance for the unit the family selects if there are tenant-paid utilities.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance prorated over the useful life of the appliance, based on factors provided by HUD.

15.4. Making Payments To Owners

Once the HAP Contract is executed, the PHA begins processing payments to the landlord.

The effective date and the amount of the HAP payment are calculated based on the HUD-50058 by computer program.

A computer generated payments register will be used as a basis for monitoring the accuracy and timeliness of payments.

The Housing Choice Voucher Coordinator and Housing Counselors will maintain records for monthly changes made by HUD-50058 and other actions effecting HAPs.

Checks are disbursed by the PHA to the owner each month.

15.5. Utility Reimbursement Payments

Where the Utility Allowance exceeds the Total Tenant Payment of the family, the PHA will provide a Utility Reimbursement Payment on behalf of the family each month.

The check will be made out directly to the Utility Company(s) if possible or to the tenant. In order to make the utility reimbursement on behalf of the family the utility must be connected in the name of an adult family member, preferably the head of household

15.6. Minimum Rent

"Minimum rent" is **\$50**. Minimum rent refers to the Minimum Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

15.6.1. Hardship Requests for an Exception to Minimum Rent

The PHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to the minimum rent.

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria:

- (1) The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- (2) The family would be evicted as a result of the imposition of the minimum rent requirement;

- (3) The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA or HUD

15.6.2. PHA Notification to Families of Right to Hardship Exception

The PHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly adjusted income, 10% of monthly income, minimum rent or welfare rent.

The PHA notification will advise families that hardship exception determinations are subject to PHA review and hearing procedures.

The PHA will review all family requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent hardship exceptions are required to be in writing.

The PHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship.

15.6.3. Suspension of Minimum Rent

The PHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the PHA determines whether the hardship is covered by statute and temporary or long term

"Suspension" means that the PHA must not use the minimum rent calculation until the PHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

15.6.4. Temporary Hardship

If the PHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

15.6.5. Long-Term Duration Hardships

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

SECTION 16. ANNUAL REEXAMINATION

The PHA maintains a listing of units under contract by month to ensure systematic reviews of contract rent, allowances for utilities and other services, and housing quality standards in accordance with the requirement for annual reexamination. Monetary changes are transmitted to the computer person to affect a change in the next rental payment.

Families will be requested to provide information on income, assets, allowances and deductions, and family composition at least annually. In order to allow for an even distribution of re-examinations per month the caseworker may schedule re-examinations at intervals of less than 12 months for some families.

Income limits will not be used as a test for continued eligibility at reexamination.

16.1. Reexamination Notice To The Family

The PHA will maintain a reexamination tracking system and at least 90-120 days in advance of the scheduled annual reexamination effective date, the head of household will be notified by mail that s/he is required to attend a reexamination interview on a specified date. Missed appointments or re-scheduled appointments will be handled as specified in Section 22.2.

The Housing Counselor will review the tenant file and request in the notice that the tenant brings to the interview any documentation that may be needed.

16.2. Verification Of Information Provided

The PHA staff will verify information used for the annual reexamination in accordance with the "Nacogdoches Housing Authority Verification Procedures".

16.3. Changes In Tenant Rent

When the information is analyzed, all necessary documents are prepared and signed by the tenant, and all other requirements have been met, the PHA will recalculate the tenant's portion of rent.

The PHA will notify both the owner and tenant of its determination and of the new rent to be paid by the tenant (and new Housing Assistance Payment to be paid by the PHA) if applicable. If there is a change in tenant rent and or HAP payment, it will go into effect on the annual reexamination date.

If the tenant caused a delay in the reexamination processing, there may be an increase in tenant rent made retroactively to the annual reexamination date with a repayment agreement to the PHA for overpayment of HAP. However, a decrease in tenant rent will not be made retroactively in this case. If there has been misrepresentation by the tenant at the annual reexamination that results in an overpayment of HAP, the PHA may consider this fraud and terminate the tenant's assistance.

SECTION 17 RENT INCREASES BY OWNER

Owners may not request rent increases in the Voucher Program effective prior to the end of the initial lease term. Rent increases may be effective with a notice to the family required by the lease and after the PHA has approved the rent as reasonable. A 60 day prior notice to the PHA is required.

The PHA will certify and document on a case-by-case basis that the approved rent:

Does not exceed rents charged by the owner for comparable unassisted units in the private market;

Is reasonable in relation to rents charged by other owners for comparable units in the private market; and

The PHA will advise the family as to whether the rent is reasonable and shall assist in the negotiation of the rent with the owner if requested by the family. If the PHA has an ownership interest in or manages the rental unit, a third party will be offered to assist in negotiating rent.

SECTION 18. INTERIM REEXAMINATIONS

18.1. Changes Between Annual Reexaminations

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment. Reasonable accommodation for disable or handicapped family members may allow for written or telephone reporting of changes.

Except for the birth, adoption or court awarded custody of a child; the family must receive permission from the Landlord and the housing authority, **in writing, before** allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated.**

If any new family member is added, family income must include any income of the additional family member at the time of addition. The PHA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the housing assistance payment.

A family may report a reduction in income or increase in allowances that reduce annual income and a recalculation of TTP will be done to determine if a reduction in tenant rent is warranted. Other changes in income or reductions in expenses between annual reexaminations are not required to be reported until the next annual reexamination and will not be used to recalculate TTP.

In order for a decrease in TTP or Tenant Rent to occur based on reduction of the family income or increase in expenses, the family must request the decrease in person by appointment at the PHA office and document that the Average Yearly Projected Income will be less than was calculated at the annual reexamination. Reasonable accommodation for disabled or handicapped family members may allow for written or telephone reporting of changes.

Other Changes:

1. Families claiming zero income; will be reexamined every 30 days.
2. Families whose annual income cannot be projected with any reasonable degree of accuracy; will be reexamined not less than every 90 days nor more than every 30 days.

3. Changes may occur if an error was made at admission or reexamination (and family will not be charged retroactively for errors made by Housing personnel).
4. Changes may occur if the family's rent was based on false or incomplete information supplied by the family (and the family will be charged retroactively and may have assistance terminated).
5. Families who requested and received a reduction in TTP between annual re-certifications as a result of a decrease in income from a member who continues to reside in the unit, will be reexamined every 90 days until it is determined that the annual income is stable.

Generally, decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change was reported if reported in person by appointment at the PHA office by the 1ST working day after the 20th day of the month and verified by the family secured documentation or third party verification. If reported after that date or verifications are not received, the change will be effective the first of the second month following the month in which the change was reported. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month. Reasonable accommodation for disabled or handicapped family members may allow for written or telephone reporting of changes.

Increases in the tenant portion of the rent between annual re-exams will be effective on the first of the month thirty days following the processed change. However; the exclusion period for those individuals eligible for Mandatory Earned Income Disregard will start the first of the month following the start of the disregarded earned income.

Failure to report changes, as required, may result in the family being charged for overpayment of housing assistance and / or termination from the program.

The Total Tenant Payment (TTP) or Tenant Rent may be changed in addition to the reasons listed above if there is a change in the Rent to Owner that causes a change in TTP or Tenant Rent.

18.2. Notice of HAP and Tenant Rent Changes

A Notice of HAP and Tenant Rent will be sent to the owner and tenant if a change will occur. Signatures are not required, but the form, because it changes the family's Total Tenant Payment or Tenant Rent, must offer the family an opportunity for informal hearing.

18.3. Timely Reporting

18.3.1. Standard for Timely Reporting of Changes:

The standard for reporting required changes for interims in a timely manner is for the family to report the change within ten calendar days of the change.

If the tenant does not bring the required information with them to the interview, they are asked to return with the documentation as soon as possible during that month. In addition, third party verification oral or written is utilized to verify the change.

If the tenant does not return by the end of the month, the Total Tenant Payment is calculated when the verification is received.

18.3.2. Procedures When the Change is Reported in a Timely Manner:

The Housing Authority will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following:

The family will always be given a 30-day notice prior to the first of the month for a rent increase. Increases in the tenant rent are to be made effective upon thirty day notice, prior to the first of the month, so that the change is always effective on the first of the month, rather than some date within the month.

Generally decreases in the tenant rent are to be made effective the first of the month following that in which the change was reported (if reported by the 1st working day after the 20th of the month) and verified by the family secured documentation or third party verification. However, if at any time an increase in family income results in an increase in family rent, the family will be required to pay that increased rent for at least one month

The change may be based on the documentation the tenant brought with them to the interview, followed up by the third party verification. Verbal confirmation by the tenant will not be acceptable.

If the tenant does not bring the information with them, they will be requested to return with the documentation as soon as possible during that month.

18.3.3. Procedures when the Change Is Not Reported in a Timely Manner:

If the family does not report a required change within ten calendar days of the change, the family will be determined to have caused an unreasonable delay in the interim reexamination processing.

Increased Tenant Rent: The change will be effective on the first of the month thirty days following the processed change, and an overpayment will be calculated retroactively to the date it should have been effective if the change were processed in a timely manner.

Decreased Tenant Rent: The change will be effective on the first of the month following the reported change, if reported by the 1st working day after the 20th of the month. Otherwise, the change will be effective the first of the second month following the reported change.

Deviation from normal effective dates is justified because of the tenant's failure to supply the required report.

The calculation is the same even if required but unreported changes occurred months ago. The change is retroactive to the original date even if they have been changing jobs every six months and have not reported their job income at reexamination. A history has to be established to determine how much money the tenant owes the PHA.

If the tenant does not come in during the month the change occurred and comes in at the beginning of the following month, a decrease cannot be retroactive to the first of the month.

18.3.4. Procedures When the Change Is Not Processed by the PHA in a Timely Manner:

“Processed in a timely manner” means that the change is effective on the date it would have been effective when the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates, using the required notice periods, the change is not processed by the PHA in a timely manner.

If changes are not processed by the PHA staff in a timely manner, the change will be effective on the first of the month thirty days following the processed change. In addition, if the change resulted in a decrease, an underpayment to the landlord or overpayment by the tenant will be calculated retroactively to the date it should have been effective and a check will be sent to the landlord if still due or otherwise to the tenant.

18.3.5. *Timing of Next Annual Reexamination:*

In the event there is an interim adjustment completed, the next regular re-examination will be scheduled within a year from the last effective date of the annual re-examination of family contribution.

18.3.6. *Changes in Family Composition:*

The family must inform the PHA in person at the PHA office by appointment within ten calendar days of the birth, adoption or court-awarded custody of a child. The family must bring birth certificates and or court documents to verify the change in family composition to the appointment.

Except for the birth, adoption, or court awarded custody of a child, the family must receive permission from the Landlord and the housing authority, in writing, before allowing any person, either a child or adult, not on the lease to move into the household. If anyone not on the lease moves into the house without written permission, the family will be in violation of the lease and family obligations and **the rental assistance can be terminated.**

Any change in Voucher size shall be effective at the next annual reexamination unless the family gives notice to move in accordance with their Lease, then the appropriate Voucher size will be issued for the move.

SECTION 19. HAP CONTRACT TERMINATION AND FAMILY MOVES

19.1. Family Moves

It shall be the policy of the PHA to allow tenants to move with assistance from one unit to another within the PHA's jurisdiction as long as:

1. The tenants have not violated the Family Obligations under the program;
2. They do not owe this PHA or any other entity money paid under any Federal housing assistance program or Public Housing Program;
3. They have completely reimbursed the PHA or any other entity for any amounts paid to an owner on their behalf for claims of unpaid rent, damages, or vacancy loss under the Certificate/Voucher Program;
4. No family member has engaged in drug related or violent criminal behavior or is required by a state to register as a sex offender.
5. On or before the 1st working day after the 20th day of the month immediately prior to the last month of occupancy in the unit, the family has given the PHA written notice of intent to vacate stating what the last date of occupancy will be. If the family remains in the unit after the last date of occupancy noted, then a new notice of intent to vacate must be given to the PHA to remain in compliance with this section.

Violence Against Women Act exceptions: The PHA may not deny a voucher to move to a tenant who violated previous assisted lease terms solely in order to move out quickly because of the fear of domestic violence. The PHA may not terminate or deny a voucher to move to a tenant who is otherwise in compliance with program rules who moved out of a previous assisted unit in order to "protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

If the family does not locate a new dwelling unit to move into, as long as they have not given notice to their owner (or their owner agrees to disregard the notice upon their request), they may continue with assistance under the current HAP contract. No documents are necessary; the owner continues to be paid as if the family had never requested the Voucher.

The family may move with Housing Choice Voucher assistance **only once in any 12 month period** unless it is determined that:

- 1) The move is for portability and will provide for greater job or educational opportunities for the family and the receiving PHA will absorb the family or has a payment standard not greater than Nacogdoches Housing Authority and the current landlord is willing to terminate the lease with no violation by the family.
- 2) The current unit fails HQS (non-tenant caused) and will not pass within the given repair time.
- 3) There is actual or threatened physical abuse by a member of the family toward other members of the family and the move will remove the abusing member from the household.
- 4) There is a predominance of racial hostility toward the family within the neighborhood of the current dwelling unit.
- 5) The move is for verified medical reasons.

6) The lease was for less than 12 months.

A mutual rescission of the lease by the tenant and landlord is not in and of itself justification for an additional move.

19.2. Family Notice To Move

After the initial term of the lease, families are required to give notice to move in compliance with their lease to the owner with a copy to the PHA.

Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.

On or before the 1st working day after the 20th day of the month immediately prior to the last month of occupancy in the unit, the family must also provide the PHA with written notice of intent to vacate stating what the last date of occupancy will be. If the family remains in the unit after the last date of occupancy noted, then a new notice of intent to vacate must be given to the PHA to remain in compliance with this section.

19.3. Family Break-up

In cases where a family breaks up the PHA will determine who will retain the rental assistance. The priority for retaining rental assistance is as follows:

First Priority

If all adult family members agree as to which household will retain the assistance or there is a Court determination then the PHA will concur. Care will be taken to determine if any of the family members have been threatened into agreeing to give up the assistance.

Second Priority

An adult family member who will keep at least one dependent from the original household and has received actual or threatened physical violence against them or the dependent, from their spouse or another member of the household, will retain the assistance. In this case the household member who threatened or engaged in the violence must not remain in the assisted household. If there are no dependents in the original household then the family member who received the actual or threatened physical violence will still qualify for this priority. The PHA will use certification from local police, social service agency, court, clergy person, physician, or counseling facility as a verification of the actual or threatened violence.

Third Priority

The adult family member who will have the most dependents, from the original household, will retain the assistance.

Forth Priority

The adult family member who is elderly with a disability or handicap will retain the assistance.

Fifth Priority

The adult family member with a disability or handicap will retain the assistance.

Sixth Priority

The adult family member who remains in the contract unit will retain the assistance.

General Criteria Applying to All Priorities Above

Any family member who is going to move from the contracted unit and wants to retain the rental assistance must give written notice to the PHA before moving from the unit. If they do not, they cannot retain the rental assistance.

19.4. Evictions

If the owner wants to terminate the tenancy of the family, s/he must use the means available in the lease.

19.5. Other Family Moves

Other actions may result in the tenant leaving such as:

If the owner wants a rent that is not reasonable as determined by the PHA, the PHA would disapprove the rent increase request and the owner might institute court action because they want a higher rent (only after the first term);

The owner may choose not to make repairs required by the Housing Quality Standards;

The unit becomes overcrowded according to HQS.

The tenant is issued another Voucher to move to another unit, unless there are grounds to deny or terminate assistance (see Denial or Termination of Assistance Section 20.1.1).

If the tenant locates another unit, the Annual Recertification Procedures will be followed.

19.6. Owner Notice To Move

Owners may only give tenants notice according to their lease and the HUD Lease Addendum provisions.

Owners are required to follow eviction procedures consistent with their contract and must comply with the requirements of Federal, State, and local law.

19.7. Family Assistance Termination

If the PHA terminates the Family's assistance in accordance with the SECTION 20. DENIAL OR TERMINATION OF ASSISTANCE of this Plan, the Contract with the owner terminates automatically.

19.8. Owner Misrepresentation

If the landlord has committed fraud or misrepresentation in connection with the Housing Choice Voucher Program, the PHA will terminate the Contract and review the circumstances and family's involvement to determine if the family is eligible to relocate to another unit with continuation of assistance.

The PHA makes every effort to recover any overpayments made as a result of landlord fraud or abuse.

19.9. Change In Ownership

The PHA must receive a written request by the owner in order to make changes regarding who is to receive the PHA's rent payment or the address at which payment is to be sent.

The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of a Deed of Trust or other legal documents showing the transfer of title.

The PHA will update its files and records to reflect the new information received.

SECTION 20. DENIAL OR TERMINATION OF ASSISTANCE

20.1. General Policy

When denying a family for violations or amounts owed from previous participation in a Federal housing program, any family member who was an adult during the previous participation is considered responsible for those violations or amounts owed.

20.1.1. Grounds For Termination Or Denial Of Assistance

Termination or denial of assistance for a participant may include any or all of the following: refusing to issue a voucher, refusing to enter into a Housing Assistance Payment (HAP) Contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

The PHA may **at any time** terminate or deny program assistance for a participant, for any of the following grounds:

- If the family violates any family obligations under the program.
- If any member of the family has been evicted from public housing or has had or is having a public housing lease terminated or refused renewal for serious or repeated violations of the lease.
- If any Housing Agency has ever terminated assistance under the certificate or voucher program for any member of the family.
- If any member of the family commits drug-related criminal activity, or violent criminal activity.
- If any member of the family commits fraud, bribery or any other corrupt or criminal activity, or violent criminal activity.
- If any member of the family is required by a state to register as a sex offender.
- If the family currently owes rent or other amounts to the PHA or to another Housing Agency in connection with Section 8 or public housing assistance under the 1937 act.
- If the family has not reimbursed any Housing Agency for amounts paid to an owner under HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breaches an agreement with the PHA to pay amounts owed to a Housing Agency, or amounts paid to an owner by a Housing Agency.
- If a family participating in the Family Self Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation.
- If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

20.1.2. Requirement To Sign Consent Forms.

The PHA **must** terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information.

20.1.3. Restriction On Assistance To Noncitizen.

Under certain circumstances stated in 24 CFR Part 5 Subpart E, the PHA must terminate assistance because a family member does not establish citizenship or eligible immigration status.

20.1.4. Termination Or Denial for Insufficient Program Funding.

The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

In this case in order to reduce HAP expenses to a sustainable amount the PHA will first terminate assistance of those families consisting of one or more single (not married) non-elderly, non-disabled persons with no dependent children in the household. Dependent children for this purpose will be those family members that can be claimed as a dependent by a household member in accordance with the Internal Revenue Service. The order of termination will proceed starting with those who have received assistance for the longest period of time to the shortest.

The PHA may also refuse, because of insufficient funding, to allow a family to port out to a jurisdiction where the receiving PHA has a payment standard greater than Nacogdoches Housing Authority and will not absorb the family.

20.1.5. Other Considerations.

Income limits are not a consideration for termination of assistance once the family is under lease and contract and already “on the program.”

If the family does not sign a new lease and other lease-up documents, the lease does not become effective until the documents are signed. Assistance will stop at the old unit if the tenant is not living in the unit or the lease has been terminated. Assistance will not start in the new unit prior to the execution of the new lease by the family and owner.

If a HAP Contract termination is necessary, or tenant assistance is terminated or, if the tenant requests to go off the program (in writing) or assistance is denied in accordance with the termination of assistance procedures (notice of informal hearing required), tenants and owners will be notified of termination of assistance.

If the PHA refuses to issue a Voucher, the tenant will be notified in writing and offered an opportunity for an informal hearing (and hold the hearing if requested) prior to the termination of assistance.

If the PHA refuses to issue a new Voucher to a tenant who wants to move, the tenant may elect to continue in the same unit under assistance, if there has been no notice given to the owner by the tenant or if the owner is willing to disregard the notice.

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written termination notice which states:

The reasons for the termination;

The effective date of the termination;

The household’s right to request an informal hearing and instructions on how to obtain the hearing

20.2. Zero Assistance Tenants

Zero assistance tenants may remain on the program for 180 days from the effective date they went to zero assistance.

If the family’s Total Tenant Payment is sufficient to pay the full gross rent and 180 days has elapsed since the PHA’s last HAP payment was made, the family’s assistance is terminated.

If the owner wants a reasonable rent increase during the 180 days and the rent increase would cause the PHA to resume HAP payments, or if at reexamination time, the tenant had a loss of income and there would be a HAP payment, the payments would be resumed.

If payments are resumed, a Notice would be sent out, listing the new amounts.

When the 180 days have been reached, the owner should be notified of the termination of the HAP Contract, in accordance with his HAP Contract. The termination of the HAP Contract is after the 180 day period has been reached, not the reexamination date.

The tenant will be notified of their rights to remain on the program at zero assistance for 180 days.

Also, if the tenant wants to move to another unit during this period, the PHA would not execute a new HAP Contract for the new unit at zero assistance. If there would be assistance (because of a higher rent, for example), the PHA could execute a new HAP Contract.

If they move to another unit, the zero assistance provisions are no longer in effect, because a HAP is being paid on the new unit.

20.3. Violence Against Women Act Provisions

The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Texas or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the State of Texas

The term ‘dating violence’ means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: 1 The length of the relationship. 2 The type of relationship. 3 The frequency of interaction between the persons involved in the relationship.

Stalking means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person a member of the immediate family of that person; or the spouse or intimate partner of that person

Immediate Family Member means, with respect to a person, a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.

Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant or immediate member of a participant’s family who is a victim of the domestic violence, dating violence, or stalking.

The PHA may terminate assistance or an owner/manager may bifurcate the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without terminating assistance/evicting victimized lawful occupants.

The PHA, owner or manager is authorized to honor court orders regarding rights of access or control of the property.

Nothing limits the ability of an owner, manager or PHA to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a “more demanding standard” than non-victims.

Nothing is to prohibit termination or eviction if the owner, manager or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property or PHA if that tenant is not evicted or terminated from assistance.

Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

The PHA may request that an individual certify via a HUD approved certification form that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such certification shall include the name of the perpetrator.

The individual shall provide such certification within 14 business days after the PHA requests such certification in writing. If the certification is not received within 14 business days of the PHA’s written request, nothing would limit the PHA’s ability to evict or terminate assistance.

The PHA may extend the 14 day deadline at its discretion

Alternatively, an individual may also satisfy the certification requirement by:

1. providing the PHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or
2. producing a Federal, State, tribal, territorial, or local police or court record.

Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

SECTION 21 COMPLAINTS AND APPEALS

The PHA responds promptly to complaints by families or owners and investigates. Each complaint regarding physical condition of the units may be reported by phone to the Housing Inspector. Anonymous complaints are checked whenever possible.

21.1. Appeals By Applicants / Informal Reviews

Appeals by applicants concerning the PHA determination denying assistance (including denying listing on the waiting list and participation in the program for issuance of a Voucher) are handled by Informal Review as outlined in 24 CFR 982.554.

Request for a Review must be made in writing within 10 calendar days of the date of the written notification of denial of assistance.

The Informal Review shall be scheduled within 10 calendar days of the receipt of a request and shall be conducted by a Reviewing Officer who is neither the person who made or approved of the decision under review or a subordinate of such person.

Typically, the Reviewing Officer will be selected from the PHA staff whose duties are segregated from the Voucher program such as the Public Housing Manager. In some cases where there is no staff person who can review objectively, the Reviewing Officer will be selected outside the PHA by the Executive Director or Deputy Director.

Before the Informal Review, the applicant has the right to review and copy any document to be used by the Housing Authority in support of the denial. The applicant may not remove original documents from the Housing Authority office. Copies requested will be made by the Housing Authority staff without charge up to 25 pages and at a rate of 15 cents per page there-after.

It is to the applicant's advantage to review and / or copy those documents so that they can gather evidence to the contrary before the Informal Review.

The decision by the Reviewing Officer will be based on the preponderance of evidence presented at the Informal Review and will be a determination as to whether the Housing Authority decision denying assistance is in accordance with the law, HUD regulations, and Housing Authority policies.

At the Informal Review, the applicant will be given the opportunity to present oral and written objections to the decision in question and to present third party testimony and documentation contrary to that decision.

In order for a denial of assistance to be reversed, the applicant must provide the preponderance of evidence that the decision to deny was based upon erroneous information, or was not in accordance with law, HUD regulations, and Housing Authority policies.

It is to the applicant's advantage to include documentation or testimony from others in presenting their evidence because the Housing Authority will generally be relying upon third party documentation. So an applicant's simple oral argument when reviewed against the Housing Authority's third party documentation may not be sufficient to reverse a denial.

A notice of the Review Findings shall be provided in writing within 10 calendar days of the review to the applicant and shall include a brief explanation of the reasons for the final decision.

Once an applicant has been given an Informal Review and if the denial is upheld, the applicant is not entitled to another Informal Review until after the term of denial has passed.

The applicant will be informed of the term of denial during the Informal Review and in writing.

Restrictions on assistance for noncitizens

The informal hearing provisions for denial of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5 Subpart E.

21.2. Appeals By Participants / Informal Hearings

Appeals by participants of the PHA's Housing Choice Voucher Program shall be handled as outlined in 24 CFR 982.555 by Informal Hearings.

All requests for Informal Hearings must be made within 10 calendar days from the date of the PHA's written notification of a determination:

- (1) of the family's annual of adjusted income, and use of such income to compute the housing assistance payments.
- (2) of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA Utility Allowance Schedule APPENDIX "B".
- (3) of the family unit size under the PHA subsidy standard.
- (4) to terminate assistance for a participant family's action or failure to act.
- (5) to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under these policies and HUD rules.

The Hearing Officer shall conduct the Informal Hearings. If available, the Hearing Officer will be an impartial person not employed by the PHA selected by the Executive Director or Deputy Director. However, the Hearing Officer may be selected from the PHA staff whose duties are segregated from the Voucher program such as the Public Housing Manager.

The Hearing will be schedule within ten calendar days of the request The family may examine and copy (at their expense) any documents directly related to the hearing. If the PHA does not make a document available to the family, the PHA may not rely on the document at the hearing.

The PHA may request and must be given the opportunity to examine at the PHA office before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy the documents at PHA expense. If the family does not make a document available for examination on request by the PHA, the family may not rely on the document at the hearing. A lawyer or other person may represent the family (at their expense).

The Hearing Office will regulate the conduct of the hearing in an informal fashion. The PHA will present evidence and or witnesses to support the determination and then the family may question any witnesses of the PHA. The family will then present evidence and or witnesses and the PHA may question the family's witnesses if any. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The decision by the Hearing Officer will be based on the preponderance of evidence presented at the Hearing and will be a determination as to whether the PHA decisions relating to the circumstances precipitating the Hearing are in accordance with the law, HUD regulations, and PHA policies.

A notice of the Hearing Findings shall be provided in writing within 10 days of the hearing to the participant and shall include a brief explanation of the reasons for the final decision.

The PHA shall promptly send a letter to the participant if it determines the PHA is NOT bound by the Hearing Officer's determination. The letter shall include the PHA's reasons for this decision.

Restrictions on assistance for noncitizens

The informal hearing provisions for denial of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5 Subpart E.

SECTION 22. MISSED APPOINTMENTS

22.1. Applicants

If an applicant can't make an appointment, they must contact the PHA to re-schedule the appointment within the time frame on the notice of appointment. Only unanticipated work, unanticipated school, medical, or emergency related reasons will be used to re-schedule an appointment. An applicant who fails to keep an appointment without notifying the PHA shall be assumed to no longer be interested and their application will become inactive. If within 15 calendar days of the missed appointment the applicant produces evidence that they missed the appointment for reasons beyond their control the Executive Director or Deputy Director may decide to allow them to continue the application process. The PHA will not be responsible for mail not received by applicants unless the mail is returned to the PHA because the PHA did not address the mail properly and the PHA had a correct address provided to the PHA by the applicant at the time the mail was sent.

22.2. Participants

A participant who fails to keep an appointment without notifying the PHA shall be sent a notice of denial or termination of assistance for failure to supply such certification, release, information or documentation as the PHA or HUD determines to be necessary (or failure to allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Bringing in Verification Information Requested
- Voucher Briefing
- Housing Quality Standards Inspection
- Annual Reexamination
- Required Interim Reexamination

If the participant can't make the appointment, they must contact the PHA to re-schedule the appointment within the time frame on the notice of appointment. Only unanticipated work, unanticipated school, medical, or emergency related reasons will be used to re-schedule an appointment. The participant will be warned that if s/he misses the second appointment they will be denied assistance or terminated from the program. The participant will be given an opportunity for an informal hearing.

If the participant appeals a denial or termination letter for missed second appointment, an informal hearing must be scheduled. At that hearing, the participant must submit acceptable documentation or evidence showing why s/he could not appear for the second appointment. If the documentation/evidence shows that the applicant or tenant could not have reasonably been expected to attend, another appointment should be scheduled.

No more than three appointments will be granted.

If the missed appointment results in a termination of assistance, the termination will be effective upon the first of the second month following the missed appointment (30+ day notice).

SECTION 23. REPAYMENT AGREEMENTS

Repayment Agreement and Promissory Note are synonymous terms.

Repayment Agreements may be executed with families who owe the PHA money for overpayment of housing assistance or utility payments as a result of not reporting changes in family circumstances, when required, in a timely manner. The tenant is usually allowed to enter into a Repayment Agreement to pay the PHA back over a period of time.

There is no dollar amount limit for repayment. If the tenant enters into a Repayment Agreement and does not pay, the termination of assistance procedures identified in this document go into effect.

If the family starts paying on their Repayment Agreement and then stops paying on their Repayment Agreement, the family will be under the termination of assistance procedures above.

The PHA may deny the family issuance of a new Voucher to move to another dwelling unit if the family has an outstanding debt whether or not a repayment agreement is in effect.

Families who have an executed Repayment Agreement must pay their outstanding balance prior to the issuance of a Voucher or execution of a HAP Contract.

The PHA will not execute repayment agreements for amounts due from damage claims, vacancy losses and unpaid rent claims paid to past landlords on behalf of the family by the PHA. However, the family must repay any of those amounts owed before a voucher will be issued to move or a new HAP contract executed.

The PHA will not execute repayment agreements with applicants. Amounts owed to the PHA by applicants must be paid in full before the applicant is eligible to be placed on the waiting list.

SECTION 24. SUPERVISORY QUALITY CONTROL REVIEWS

24.1. Selection From Waiting List Review

The “Selection from waiting list” review will be done in March of each year. Since the permanent waitlist is arranged by random numbered application only, the Deputy Director will pull a random sample from it of those applicants who were issued Vouchers or denied Voucher assistance during the previous 12 months. The sample size will be determined by the number of applicants assisted and denied during that 12 month period and will not be less than the number required by the HUD Section Eight Management Assessment Program (SEMAP) procedures

24.2. Rent Reasonable / Adjusted Income / HQS Enforcement Review

Six participant files per calendar quarter will be randomly selected from the monthly-generated list of participants scheduled for annual reexamination. Files from a different case worker will be selected each quarter. The Deputy Director will perform a supervisory review for rent reasonable determinations, determination of adjusted income, and HQS enforcement. That would amount to a total of 24 files reviewed per year, which is within the sampling size required by SEMAP.

24.3. HQS Inspections Review

The Deputy Director will perform from two to four HQS inspections each month. The units inspected will be randomly selected from those recently inspected (preferably on the same day) by each HQS inspector. The Deputy Director will also do some inspections generated by complaints from the participants or landlords. The total supervisory review inspections will be at least 24 per year.

SECTION 25. OPERATING RESERVE EXPENDITURES

Without prior approval of the Board of Commissioners, no expenditures may be made from the Operating Reserve for other housing purposes if said expenditures would result in an Operating Reserve that is less than three months operating expenditures for administrative costs.

The PHA Board, as part of its approval, must make an affirmative determination that the expenditures are necessary and reasonable for other housing purposes consistent with the PHA’s authorities under State and local law.

SECTION 26. HOMEOWNERSHIP OPTION

26.1. Additional Requirements For Participation

In addition to the HUD regulatory requirements for participation in the homeownership option under the housing choice voucher program, the PHA has the following requirements before any homeownership payments can begin.

A family must be current participants in the Housing Choice Voucher program, have fulfilled the obligations of their first lease under the program, and also fulfill the obligations of their current lease or have the landlord agree to a termination of the lease for the benefit of the family. Or the family must be a current Public Housing resident having fulfilled all obligations of their lease for at least 12 months.

The family may be participants in the PHA jurisdiction or be participants porting in from another jurisdiction. Families on waiting lists must become participants under lease and HAP contract before becoming eligible to apply for the homeownership option.

26.2. Maximum Times To Locate And Purchase

Families who are continually receiving rental assistance within our jurisdiction or living in our Public Housing have no time limits to locate and purchase a home. However for Public Housing residents there must be sufficient Section 8 funding available to transfer them to that program at the time they locate the home to purchase. A portable family that has not leased within our jurisdiction and is seeking a house to purchase under the homeownership option must locate and purchase a home within 120 days from the date that assistance payments for the purchase can begin.

26.3. Issuing Rental Voucher If No Suitable House Found

Since the homeownership option is limited to families already receiving assistance there will not likely be a need to issue a voucher to a family who does not find a suitable home to buy. The family will most likely continue receiving rental assistance under their current lease and HAP contract or Public Housing lease. However, if the Section 8 family needs to move before finding a home to buy and requests a voucher, one will be issued as long as the family is still eligible under the rental voucher program. Also, a portable family that has not leased within our jurisdiction and is seeking a house to purchase under the homeownership option may also request and receive a rental voucher if eligible under the rental voucher program.

26.4. Minimum Cash Down Payment Or Equity Requirement

The PHA establishes no minimum cash down payment or equity requirements.

26.5. Financing Requirements

Financing for purchase of a home under our Housing Choice Voucher homeownership program will: be provided, insured or guaranteed by the state or Federal government; or comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

26.6. Requirements For Continuation Of Assistance

In addition to what is required under HUD regulation and except for those requirements that are specific to a lease or housing quality standards, the PHA requires the family to meet the same obligations for continued assistance under the homeownership option as is required by those

families receiving rental assistance and delineated elsewhere in this administrative plan. However, if after six months of zero assistance income of the family is reduces such that default on the mortgage is likely, assistance can resume for the homeownership family.

26.7. Allowable Homeownership Expenses

- (1) Homeownership expenses may only include amounts allowed by the PHA to cover:
 - (i) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
 - (ii) Real estate taxes and public assessments on the home
 - (iii) Home insurance;
 - (iv) The PHA allowance for maintenance expenses (APPENDIX “A”);
 - (v) The PHA allowance for costs of major repairs and replacements (APPENDIX “A”);
 - (vi) The PHA utility allowance for the home (APPENDIX “B”); and
 - (vii) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- (2) Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:
 - (i) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
 - (ii) Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
 - (iii) Home insurance;
 - (iv) The PHA allowance for maintenance expenses (APPENDIX “A”);
 - (v) The PHA allowance for costs of major repairs and replacements (APPENDIX “A”);
 - (vi) The PHA utility allowance for the home (APPENDIX “B”); and
 - (vii) Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- (3) If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

26.8. Additional Discretionary Policies

- (1) The family may move with continued assistance only once during any 12-month period.

(2) In considering the requirement for 12 months of continuous employment the PHA will not allow breaks in employment. Changes in employer will be allowed only when the new employment has been secured before or on the next day after the termination of the previous employment. Self-employment in a business will be allowed in this consideration as long as the net income from the business equals or is greater than 30 hours per week multiplied by the Federal minimum wage multiplied by the number of weeks the self-employment is being counted towards the 12 months of continuous employment.

SECTION 27. PROJECT-BASED VOUCHERS

Any Project-based vouchers will be administered in accordance with 24CFR983. All requirements of tenants in this administrative plan for the tenant based voucher program will apply to the project-based voucher tenants. Owner requirements under the project-based program will be governed by the HAP contract with the owner.

27.1. Overcrowded, Under-Occupied, And Accessible Units

The Subsidy Standards under Section 8.1 of this plan apply to the project-based vouchers. Based on those standards the PHA may determine that a family whose composition has changed is occupying a wrong-sized unit or a unit with accessibility features that they do not need but are needed by another family. In this case the PHA will offer the family a tenant based voucher. If the PHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the PHA must terminate the project-based rental assistance payments for the wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extensions granted by the PHA)

27.2. Family Right To Move

- (1) The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.
- (2) If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.
- (3) Before providing notice to terminate the lease under paragraph (1) of this section, a family must contact the PHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a Project-based unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.
- (4) If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

27.3. Increases In The Contract Rent To Owner

24CFR983.302 will govern contract rent increases to the owner. The owner request for an increase must be provided to the PHA in writing at least 90 days before the anniversary of the HAP contract.

27.4. Vacancy Payments

- (1) Payment for move-out month. If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.
- (2) The HAP contract may provide for vacancy payments to the owner (in the amounts determined in accordance with paragraph (3) of this section) for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

- (3) The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- (4) The PHA may make vacancy payments to the owner only if:
 - (i) The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and containing the date when the family moved out (to the best of the owner's knowledge and belief);
 - (iii) The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - (iv) The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
 - (v) The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- (5) The owner must submit a request for vacancy payments in writing within 60 days of the vacancy and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

APPENDIX "A"

HOMEOWNERSHIP OPTION ALLOWANCE FOR MAINTENANCE EXPENSES AND COSTS OF MAJOR REPAIRS AND REPLACEMENTS

The allowance for maintenance expenses will be based on 3% of the HUD published fair market rent (FMR), not including exception FMRs, in effect and will be adjusted as the FMR is adjusted.

0BR	1BR	2BR	3BR	4BR	5BR
\$15	\$19	\$23	\$27	\$37	\$43

The allowance for costs of major repairs and replacements will be based on 6% of the HUD published fair market rent (FMR), not including exception FMRs, in effect and will be adjusted as the FMR is adjusted.

0BR	1BR	2BR	3BR	4BR	5BR
\$31	\$38	\$45	\$54	\$74	\$85

EFFECTIVE 10/01/2011

APPENDIX "B"

NACOGDOCHES HOUSING AUTHORITY MONTHLY UTILITY ALLOWANCES SECTION 8 PROGRAM EFFECTIVE OCTOBER 4, 2011

UNIT TYPE	0BR	1BR	2BR	3BR	4BR	5BR
SINGLE FAMILY						
	COST	COST	COST	COST	COST	COST
WATER HEATING						
ELECTRIC	\$18	\$25	\$32	\$46	\$53	\$64
NATURAL GAS	\$11	\$14	\$17	\$22	\$25	\$29
BOTTLED GAS	\$23	\$29	\$35	\$47	\$53	\$62
COOKING						
ELECTRIC	\$6	\$7	\$8	\$9	\$10	\$10
NATURAL GAS	\$4	\$5	\$5	\$6	\$6	\$6
BOTTLED GAS	\$8	\$10	\$11	\$12	\$13	\$13
OTHER ELEC	\$24	\$26	\$28	\$31	\$32	\$33
A/C	\$21	\$28	\$36	\$45	\$52	\$61
HEATING						
ELECTRIC	\$17	\$23	\$28	\$30	\$35	\$37
NATURAL GAS	\$15	\$20	\$24	\$26	\$30	\$32
BOTTLED GAS	\$31	\$41	\$49	\$54	\$62	\$66
UNIT TYPE	0BR	1BR	2BR	3BR	4BR	5BR
TOWNHOUSE						
	COST	COST	COST	COST	COST	COST
WATER HEATING						
ELECTRIC	\$18	\$25	\$32	\$46	\$53	\$64
NATURAL GAS	\$11	\$14	\$17	\$22	\$25	\$29
BOTTLED GAS	\$23	\$29	\$35	\$47	\$53	\$62
COOKING						
ELECTRIC	\$6	\$7	\$8	\$9	\$10	\$10
NATURAL GAS	\$4	\$5	\$5	\$6	\$6	\$6
BOTTLED GAS	\$8	\$10	\$11	\$12	\$13	\$13
OTHER ELEC	\$24	\$26	\$28	\$31	\$32	\$33
A/C	\$16	\$22	\$28	\$36	\$42	\$50
HEATING						
ELECTRIC	\$13	\$19	\$23	\$25	\$29	\$31
NATURAL GAS	\$11	\$16	\$20	\$22	\$25	\$27
BOTTLED GAS	\$24	\$33	\$41	\$46	\$52	\$56
UNIT TYPE	0BR	1BR	2BR	3BR	4BR	5BR
SEMIDETACHED DUPLEX						
	COST	COST	COST	COST	COST	COST
WATER HEATING						
ELECTRIC	\$18	\$25	\$32	\$46	\$53	\$64
NATURAL GAS	\$11	\$14	\$17	\$22	\$25	\$29
BOTTLED GAS	\$23	\$29	\$35	\$47	\$53	\$62
COOKING						
ELECTRIC	\$6	\$7	\$8	\$9	\$10	\$10
NATURAL GAS	\$4	\$5	\$5	\$6	\$6	\$6
BOTTLED GAS	\$8	\$10	\$11	\$12	\$13	\$13
OTHER ELEC	\$24	\$26	\$28	\$31	\$32	\$33
A/C	\$18	\$25	\$33	\$42	\$49	\$58
HEATING						
ELECTRIC	\$7	\$10	\$13	\$15	\$18	\$19
NATURAL GAS	\$6	\$9	\$11	\$13	\$15	\$17
BOTTLED GAS	\$12	\$18	\$24	\$27	\$32	\$35

APPENDIX "B"

NACOGDOCHES HOUSING AUTHORITY MONTHLY UTILITY ALLOWANCES SECTION 8 PROGRAM EFFECTIVE OCTOBER 4, 2011

UNIT TYPE	0BR	1BR	2BR	3BR	4BR	5BR
MULTIFAMILY						
	COST	COST	COST	COST	COST	COST
WATER HEATING						
ELECTRIC	\$18	\$25	\$32	\$46	\$53	\$64
NATURAL GAS	\$11	\$14	\$17	\$22	\$25	\$29
BOTTLED GAS	\$23	\$29	\$35	\$47	\$53	\$62
COOKING						
ELECTRIC	\$6	\$7	\$8	\$9	\$10	\$10
NATURAL GAS	\$4	\$5	\$5	\$6	\$6	\$6
BOTTLED GAS	\$8	\$10	\$11	\$12	\$13	\$13
OTHER ELEC	\$24	\$26	\$28	\$31	\$32	\$33
A/C	\$20	\$25	\$30	\$37	\$42	\$49
HEATING						
ELECTRIC	\$9	\$10	\$12	\$12	\$14	\$14
NATURAL GAS	\$7	\$9	\$10	\$10	\$12	\$12
BOTTLED GAS	\$15	\$19	\$22	\$22	\$25	\$25
MOBILE HOME						
	COST	COST	COST	COST	COST	COST
WATER HEATING						
ELECTRIC	\$18	\$25	\$32	\$46	\$53	\$64
NATURAL GAS	\$11	\$14	\$17	\$22	\$25	\$29
BOTTLED GAS	\$23	\$29	\$35	\$47	\$53	\$62
COOKING						
ELECTRIC	\$6	\$7	\$8	\$9	\$10	\$10
NATURAL GAS	\$4	\$5	\$5	\$6	\$6	\$6
BOTTLED GAS	\$8	\$10	\$11	\$12	\$13	\$13
OTHER ELEC	\$24	\$26	\$28	\$31	\$32	\$33
A/C	\$18	\$23	\$29	\$37	\$43	\$50
HEATING						
ELECTRIC	\$6	\$9	\$11	\$11	\$13	\$14
NATURAL GAS	\$5	\$7	\$9	\$10	\$11	\$12
BOTTLED GAS	\$11	\$15	\$19	\$20	\$23	\$24
WATER USAGE BASED ON # OF PERSONS IN HOUSEHOLD						
70gl/day/person	2129	3194	6387	8400	10000	11710
WATER	\$11	\$15	\$24	\$30	\$35	\$40
SEWER	\$13	\$17	\$31	\$40	\$46	\$54
GARBAGE COLLECTION						
RESIDENTIAL CURBSIDE 21.40 + 2.71 + 1.90	\$26	\$26	\$26	\$26	\$26	\$26
TENANT OWNED RANGE	\$6	\$6	\$6	\$6	\$6	\$6
\$349 @ 8% INTEREST FOR 84 MTHS						
TENANT OWNED REFRIGERATOR	\$6	\$6	\$6	\$6	\$6	\$6
\$399 @ 8% INTEREST FOR 84 MTHS						