

Kendall Housing Authority

Housing Choice Voucher Program

# Administrative Plan

Effective January 1, 2025





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## Chapter 1 – Overview of the Program and Plan

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### Part I: KHA and the HCV Program

#### 1-I.A. Introduction

The Kendall Housing Authority (KHA) was created to operate housing programs within Kendall County for low-income families. KHA administers the Housing Choice Voucher (HCV) program which allows low income families to rent quality housing in the private market via federal funds provided by the U.S. Department of Housing and Urban Development (HUD). The KHA and its contractors must comply with all applicable state, local, and federal laws, and establish procedures and policies, like this Administrative Plan, to ensure these requirements are met.

#### 1-I.B. The KHA's Mission

The KHA's mission is to leverage the power of affordable, decent, safe, and stable housing to help communities thrive and low-income families increase their potential for long-term economic success and a sustained high quality of life.

#### 1-I.C. Organization and Structure of the KHA

The KHA is governed by a 5-member Board of Commissioners, appointed by the State Housing Board. The Board is responsible for preserving and expanding the KHA's resources and assuring the agency's continued viability. The principal staff member of the KHA is the Executive Director. Formal actions of the KHA are taken through written resolutions which are voted on, adopted by the Board and entered into official KHA records. All KHA Housing Choice Vouchers are currently administered by the DuPage Housing Authority, though both programs are operated separately and independently.

#### 1-I.D. The KHA's Commitment to Ethics and Service

As a public service agency, KHA is committed to providing excellent service to all stakeholders, including HCV participants renting with a voucher and landlords/owners. The KHA will make every effort to keep participants and owners informed of all current and future HCV rules and regulations.

The KHA will maintain proper standards of ethical conduct in the administration of the HCV Program by adhering to the KHA's Ethics Policy. A copy of this policy can be found on the [KHA's website](#). This document is provided to all employees of the KHA and its contractors to ensure the highest standard of ethical conduct is maintained.

### 1-I.E. HCV Partnerships

Administration of the HCV program includes the participation of four different parties: HUD, the KHA, the property owner and the HCV participant. In order for the program to succeed all four groups have important roles to play.

#### HUD's Responsibilities

- Develop regulations and other guidance to administer the HCV program;
- Allocate HCV program funds to the KHA for operations and rent subsidies; and
- Monitor the KHA's compliance with HUD's HCV program requirements.

#### KHA Responsibilities

- Accurately maintain the waiting list and issue vouchers to qualified selected applicants;
- Make Housing Assistance Payments (HAP) to the owner in a timely manner;
- Ensure that owners and families comply with all program rules;
- Comply with all applicable state, local and federal regulations; and
- Establish local policies.

#### Owner Responsibilities

- Screen families who apply for tenancy to determine if they meet owner requirements;
- Comply with all applicable HCV rules and regulations; and
- Maintain the housing unit in accordance with Housing Quality Standards (HQS) and lease requirements.

#### Family's Responsibilities

- Provide KHA with complete and accurate information needed to administer the program;
- Attend all appointments scheduled by the KHA;
- Maintain unit in accordance with HQS, lease terms, and allow KHA to inspect units after reasonable notice; and
- Comply with all applicable KHA/HCV rules and regulations.

## Part II: The HCV Program Administrative Plan

### 1-II.A. Overview and Purpose of the Plan

The purpose of the Administrative Plan is to establish policies for administering the HCV program in a manner consistent with HUD requirements and local goals. All issues related to the HCV program not addressed in this document are governed by federal regulations. KHA is responsible for complying with all future changes in HCV regulations. KHA's Administrative Plan is applicable to the operation of HCV and Project Based Voucher (PBV) programs as well as additional special programs discussed in [Chapter 15- Special Housing Types](#).

### 1-II.B. Mandatory vs. Optional Policy

HUD requires all public housing authorities (PHAs) to develop policies and procedures that are consistent with federal mandatory policies. In addition, HUD requires all PHAs make clear any optional policies the PHA has adopted and provides guidance that KHA may decide to implement. KHA's Administrative Plan is the foundation of the mandatory policies as well as additional policies and procedures that work best for local conditions in the Kendall County.



#### 1-II.C. Updating and Revising the Plan

KHA will revise this Administrative Plan as needed. Substantive changes to the Plan require public hearings and approval of KHA's Board of Commissioners. Technical and clarification changes do not need Board approval.

#### 1-II.D. Applicable Procedures

For more specific processes in regards to policies stated in the Plan please see [KHA's HCV Procedure Guide](#).

## Chapter 2 – Fair Housing and Equal Opportunity

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### Part I: Nondiscrimination

#### 2-I.A. Overview

Federal laws require public housing authorities (PHAs) to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. These laws prohibit discrimination against certain protected classes.

KHA 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. KHA will not discriminate on the basis of race, color, sex, religion, familial status, age, disability, national origin, marital status, sexual orientation, gender identity, order of protection status, housing status, military discharge status, source of income or other protected classes under state and local laws.

#### 2-I.B Providing Information to Families and Owners

PHAs must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, KHA will provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [[24 CFR 982.301 \(10\) & \(15\)](#)]. In addition, the Housing Assistance Payment (HAP) contract entered into between KHA and owners prohibits discrimination against any person on the basis of race, color, religion, sex, national origin, age, familial status or disability in connection with the contract.

#### 2-I.C. Discrimination Complaints

Applicants or participants who believe that they have been illegally discriminated against may notify KHA either orally or in writing. If the complaint is against KHA staff or contractor, KHA will attempt to resolve the complaint internally. If the complaint is against a non-KHA staff/vendor such as a landlord or realtor, KHA will inform the applicant or participant of their right to file a complaint and provide contact information for HUD and the Illinois Department of Human Rights.

#### 2-I.D. Access for Persons with Limited English Proficiency

Regulations under Title VI of the Civil Rights Act and Section 188 of the Workforce Investment Act require KHA to provide language assistance to Limited English Proficiency (LEP) persons. KHA will follow the policies and procedures in its [Language Access Plan](#) to ensure that LEP persons will have equal access to KHA programs.

#### 2-I.E. Affirmative Marketing

KHA will conduct affirmative marketing of its housing to ensure that all families are given an equal opportunity to access KHA housing programs. All marketing efforts will include outreach to those least likely to apply for KHA housing programs.

All fair housing posters will be prominently displayed so as to be readily apparent at any KHA place of business where a unit is offered or where business is conducted in relation to residential units, such as customer service centers and the KHA main office.

## Part II: Policies Related to Persons with Disabilities

### 2-II.A. Definition of Disability

KHA utilizes two different definitions of disability: there is a HUD definition that is used for income rent calculations and eligibility determinations as well as a broader Americans with Disabilities Act (ADA)/Fair Housing Act (FHA)/Section 504 definition that is used for reasonable accommodation purposes.

- 1) HUD Definition of Disability: The person meets the Social Security Administration definition of a person with disabilities as defined in [42 U.S.C. 423](#) or the person has a physical, mental, or emotional impairment that:
  - a) Is expected to be of long-continued and indefinite duration;
  - b) Substantially impedes their ability to live independently; and
  - c) Is of such a nature that the ability to live independently could be improved by more suitable living conditions.
  - d) Has a developmental disability as defined in 42 U.S.C. 6001
- 2) ADA/FHA Definition/504 of Disability ([24 CFR Parts 8.3](#) and [100.201](#)): In order to be considered disabled under this provision, the person must:
  - a) Have a physical, mental or emotional impairment that substantially limits one or more of the person's major life activities;
  - b) Have a record of such an impairment; or
  - c) Be regarded as having such an impairment.

### 2-II.B. Overview

KHA does not discriminate against persons with disabilities. In order to ensure that equal treatment is afforded to those with disabilities, KHA provides equal access to its programs and services. It also provides the opportunity for applicants and participants to request reasonable accommodations at any time, from application through termination, to those with qualified disabilities. A reasonable accommodation is a modification or change that KHA can make to its policies or procedures that will assist an otherwise qualified applicant or participant with a disability to take full advantage of and use KHA programs, including those that are operated by other agencies in KHA-owned public space. [\[24 CFR 8.20\]](#)

Although applicants and participants with disabilities may request an accommodation at any time, KHA shall ask all applicants and participants in writing if they would like to request an accommodation on the intake application, re-examination documents and notices of adverse action by KHA.

The types of reasonable accommodations KHA can provide include changes, exceptions or adjustments to a rule, policy, practice or service. Examples include, but are not limited to:

- Permitting applications and re-examinations to be completed by mail;
- Providing alternative formats for persons with visual or hearing impairments, such as large print documents and sign language interpretation;
- Approving the need for a live-in aide;
- Approving an extra bedroom for medical equipment/supplies or to allow a family member with a disability to have their own room.
- Extending the time necessary to acquire documents;
- Allow a higher payment standards if KHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit;

- Providing time (voucher) extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit; and
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with KHA staff.

Federal regulations stipulate that requests for accommodations are reasonable unless they pose an “undue financial or administrative burden” to the KHA or will result in a “fundamental alteration” in the nature of the housing program.

HUD issued memoranda entitled “Medical Use of Marijuana in Public Housing” (September 24, 1999) and “Medical Marijuana Use in Public Housing and Housing Choice Voucher Programs” (February 10, 2011) that mandated that all public housing authorities in states where medical marijuana is legalized adopt a policy prohibiting the use and possession of medical marijuana in public housing programs. As such, KHA cannot permit the use of medical marijuana as a reasonable accommodation.

#### 2-II.C. Request for a Reasonable Accommodation

The family must explain the type of accommodation necessary for the person with the disability to fully access KHA’s programs and services. The requesting family must explain the relationship between the requested accommodation and the disability. A “nexus” or relationship between the requested accommodation and the individual’s disability must be established in order for KHA to approve the accommodation.

The Reasonable Accommodation Request forms are available at KHA’s offices as well as on the KHA’s website at <http://www.Kendallhousing.org/>. If the individual with a disability is unable to submit their request in writing, KHA will assist the individual in putting their request in written form. Participants should contact KHA and their owner or property manager about their reasonable accommodation needs.

#### 2-II.D. Approval/Denial of a Requested Accommodation

In order to provide reasonable accommodations to qualified participants with disabilities, KHA must verify that the person making the request (or the person on whose behalf the request is being made) meets the definition of a person with a disability and the individual requires the requested accommodation because of a disability. If the disability is obvious and the nexus is clear, KHA will not seek third party verification. When verifying a disability, KHA will follow the verification policies in [Chapter 7- Verification](#).

Decisions to approve or deny requests for reasonable accommodations will be made on a case-by-case basis. Factors taken into account include the cost of the requested accommodation, the financial resources of KHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family’s disability-related needs. KHA will approve a request for an accommodation if the following three conditions are met:

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

At KHA’s discretion, before making a determination on a reasonable accommodation request, KHA may discuss and negotiate with the family, request more information from the family or require the family to sign a consent form allowing KHA to further inquire about the need for the requested accommodation with the family’s preferred knowledgeable professional. Where it is unclear whether there is a disability-related need



for the accommodation, KHA will notify the family as to what additional information is needed, will allow a reasonable timeframe for submission of information, and will make a timely decision on the matter based on the information provided. A decision on the reasonable accommodation request will be made within 30 calendar days of receipt by KHA. If the applicant or participant disagrees with the determination, the applicant may request an informal review or the participant may request a grievance hearing.

#### 2-II.E. Termination of Assistance

A KHA 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\(2\)\(iv\)](#)].

When applicants with disabilities are denied assistance, the notice of denial will inform them of KHA's informal review process and their right to request a hearing. In addition, the notice will inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process.

When a participant family's assistance is terminated, the notice of termination will inform them of KHA's informal hearing process and their right to request a hearing and reasonable accommodation.

### Part III: Violence Against Women Act

[The Violence Against Women Act \(VAWA\)](#) is a federal law that protects victims (regardless of gender or age) of domestic violence, dating violence, sexual assault or stalking who apply for or live in private housing with a voucher. The law covers the head of household and household members. In Illinois, victims of domestic violence are also covered by the Safe Homes Act [[765 ILCS 750](#)].

#### 2-III.A. Protections for Victims

KHA provides the following protections for victims who are HCV applicants or participants:

1. KHA may not deny admission to the HCV program if a victim of domestic violence, dating violence, sexual assault or stalking can show that the reason for the denial is connected to domestic violence, dating violence, sexual assault or stalking.
2. KHA may not terminate a participant because he/she is a victim or threatened victim of domestic violence, dating violence, sexual assault or stalking.
3. If a domestic violence victim leaves the unit because of domestic violence, dating violence, sexual assault or stalking, KHA will not consider him or her in violation of the lease or HCV program requirements.
4. KHA can 'separate' the family by terminating the abuser from the HCV program while protecting the victim and other household members. The abuser will NOT be issued a separate voucher.
5. KHA may provide an emergency termination of the HAP contract and issue the participant expedited moving papers.

#### Limitations of VAWA Protections

1. KHA has the authority to terminate any participant, including the victim, if it can demonstrate a threat to other tenants or to staff.
2. KHA can terminate a participant for any violation of the program or the lease that was not based on domestic violence, dating violence, sexual assault or stalking.

#### 2-III.B. VAWA Documentation

KHA accepts the following documentation as verification of domestic violence, dating violence, sexual assault or stalking.

1. An active Order of Protection (emergency, interim or plenary);
2. A police report;
3. A letter from a professional with knowledge of the abuse, signed under penalty of perjury, from whom the victim has sought assistance;
4. A record from an administrative agency; or
5. A completed HUD form 5382 - Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking an Alternate Documentation

In cases where a family has fled due to domestic violence and is asking for portability or if coming to KHA offices would endanger their health and safety, KHA will accept a verbal statement from the victim in place of written documentation. KHA will document the name, date, and statement of the participant or applicant at that time in the confidential database.

#### 2-III.C. Notice of VAWA

KHA will provide a VAWA notice HUD 5380 Notice of Occupancy Rights under VAWA to applicants and participants:

1. At the time an applicant is denied residency;
2. At the time the individual is admitted; and
3. With any notification of eviction or termination of assistance.

The HUD notice must be available in multiple languages and be consistent with HUD guidance concerning language access for individuals with limited English proficiency.

#### 2-III.D. Confidentiality

All domestic violence, dating violence, sexual assault or stalking documentation and information will be kept confidential by KHA. As such, KHA will not:

1. Enter domestic violence information into any shared database; or
2. Disclose domestic violence information to anyone outside KHA, unless:
  - a. The victim makes a request in writing;
  - b. The information is required for an eviction or termination proceeding, or
  - c. Otherwise required by law.

## Chapter 3 – Eligibility

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### Introduction

KHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements, including any individual approved to join the family after admission.

To be eligible for the HCV program:

- The applicant family must:
  - Qualify as a family as defined by HUD and KHA;
  - Have income at or below HUD-specified income limits;
  - Meet citizenship or eligible immigration requirements;
  - Provide social security number information for family members as required; and
  - Consent to KHA’s collection and use of family information by signing consent forms.
- KHA must determine that the current or past behavior of household members does not include activities prohibited by HUD or KHA.

### Part I: Definition of Family

#### 3-I.A. Family and Household

[\[24 CFR 982.201\(C\)\]](#) and [5.403](#)

The terms *family* and *household* have different meanings in the HCV program.

#### Family

KHA’s definition of a family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or marital status:

- A single person, who may be:
  - An elderly person, displaced person, disabled person, near-elderly person, or any other single person;
  - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
- A group of persons residing together, and such group includes, but is not limited to
  - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - An elderly family
  - A near elderly family
  - A disabled family
  - A displaced family; and
  - The remaining member of a tenant family

The addition of new family or household members are limited to the following circumstances:

- Birth of a child by a current family member;
- Adoption of a child by a current family member;
- Court-awarded custody of a child to a current family member;

- Legal guardianship of a minor granted to a current family member;
- As result of marriage by a current family member;
- As result of a civil union created under any state law by a current family member;
- As a result of a registered domestic partnership under any state law by a current family member;
- When a current family member is declaring themselves to be in a relationship with another person;
- As a result of a reasonable accommodation for a current disabled family member;
- As a result of a returning family member from active military service;
- As a result of a returning and now disabled family member;
- As a result of a returning child;
- As a result of returning or placement of a parent to an existing minor in the family;
- As a result of returning or placement of elderly or disabled parents or grandparents to be cared by current family members; or
- As a result of returning or placement of a foster child(ren) or foster adult (s) if their presence would not result in a violation of HQS space standards according to [24 CFR 982.401](#).

All additional family members must pass applicant screening.

#### Household

*Household* is a broader term that includes additional people who, with KHA's permission, live in an assisted unit, such as live-in aides, foster children and foster adults.

#### Head of Household

*Head of Household* is an adult family member or an emancipated minor who has the legal capacity to enter into a lease and is considered the head for purposes of determining income eligibility and rent.

#### Spouse and Co-Head

*Spouse* means the marriage partner of the head of household. A co-head of household ("*co-head*") is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head and can not have both a spouse and co-head.

#### Remaining Members of a Tenant Family

KHA's definition of family includes the *remaining member of a tenant family*, which is a family member of an assisted family who remains in the unit when head of household dies or leaves the unit. Continued occupancy by remaining family members is allowed only if one or more family members on the lease living in the household can pass applicant screening, is age 18 years or over or an emancipated minor under Illinois law, and has the legal capacity to enter into a lease. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family to assume the voucher. An individual can only be a remaining member of the tenant family if they are on the voucher prior to the Head of Household dying or leaving the unit.

If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, KHA will take into account various factors when determining who receives continued assistance including the interest of the minor children, issues related to VAWA, other factors covered under [24 CFR 982.315](#), and factors considered by KHA in its discretion on a case-by-case basis. KHA may allow another adult to join the family as head of household; for example, a newly designated legal guardian of children who are "remaining members."

### 3-I.B. Family Break-Up

[\[24 CFR 982.315\]](#)

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may apply for assistance (with a new application date) if the waiting list is open. Exceptions to this policy will be reviewed on a case by case basis and determinations made at the discretion of KHA.

KHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. KHA will consider factors set forth in [24 CFR 982.315](#), as well as other factors on a case- by-case basis including those set forth in [Section 3-I.A. Remaining Members of a Tenant Family](#). In the event a court in a divorce or separation decree specifically addresses the continued receipt of a housing subsidy between members of the assisted family, KHA will follow the court's determination. Such court determination does not waive the requirement that the assisted family members must continue to meet KHA and HCV program screening requirements and eligibility criteria.

## Part II: Basic Eligibility Criteria

### 3-II.A. Income Eligibility and Targeting

#### Income Limits

HUD is required by law to set [income limits](#) that determine the eligibility of applicants for the HCV program. The income limits are published annually and are based on HUD estimates of median family income and family size in a particular area.

#### Using Income Limits for Eligibility

[\[24 CFR 982.201\]](#)

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family's total income must not exceed HUD's low-income limit, or 80 percent of Area Median Income (AMI). Families are also eligible if:

- The low-income family is "continuously assisted" under the 1937 Housing Act. KHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by KHA.
- A family is a low-or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in [24 CFR 248.101](#).

### 3-II.B. Citizenship or Eligible Immigration Status

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

Housing assistance is only available to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals) or noncitizens who have eligible immigration status. KHA will not provide assistance to a family before verifying eligibility of all family members.

All applicant families must submit evidence of their citizenship status, and they will be notified of this requirement when they apply. Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless KHA receives information indicating that an individual's declaration may not be accurate. No declaration is required for live-in aides, foster children, or foster adults. A family is eligible for assistance as long as at least one member is a citizen, national or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given

notice that their assistance will be prorated and that they may request a hearing if they contest this determination. Prorated assistance is determined based on the number of family members that are eligible.

If KHA determines that an applicant family does not include any citizens, nationals or eligible noncitizens, following the verification process, the family will be notified in writing of the determination.

### 3-II.C. Social Security Numbers

[[24 CFR 5.216](#) and [5.218](#)]

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member. Families that add children to the household during the eligibility process must provide SSNs for children under the age of 6 years within 90 days of lease-up. When a participant requests to add a new household member who is under the age of six and has not been assigned a SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household.

These requirements do not apply to non-citizens who do not contend eligible immigration status.

### 3-II.D. Eligibility for Demonstration Programs

Demonstration programs and initiatives may have different eligibility criteria for applicants compared to KHA's standard criteria. A list and description of such demonstration programs and initiatives will be available on the KHA website when KHA is participating in these programs. As necessary, KHA will obtain any required approvals prior to implementing new or amended demonstration programs and initiatives.

For demonstration programs and special initiatives, applicants who meet the individual program criteria are selected from the existing HCV waiting list. If there are no applicants eligible for a specific program/initiative on the waiting list, then applicants may be generated by referral from various community organizations or other government agencies. Referred applicants who meet program requirements are added to the waiting list and are provided a local preference in accordance with the demonstration program for which they qualify. The demonstration waiting list will open and close as necessary for qualified applicants.

## Part III: Denial of Assistance

### 3-III.A. Overview

A family that does not meet the eligibility criteria discussed in Parts I and II must be denied assistance.

In addition, HUD requires KHA to deny assistance based on certain types of current or past behaviors of family members and permits KHA to deny assistance based on other behaviors.

There are exceptions to the eligibility requirements below for families using Veterans Affairs Supportive Housing (VASH) vouchers; see [77 FR 17088](#).

### 3-III.B. Mandatory Denial of Assistance

[[24 CFR 982.553\(a\)](#)]

HUD requires KHA to deny assistance in several cases. Accordingly, KHA will deny assistance if:

- Any member of the household has been evicted from federally assisted housing in the last three years for drug-related criminal activity. KHA may admit an eligible family who was evicted from federally assisted housing within the past three years for drug-related criminal activity if KHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by KHA, or the circumstances leading to the eviction no longer exist.
- KHA determines that any household member is currently engaged in the use of illegal drugs, including

the distribution, possession, sale or use in violation of the Controlled Substance Act (21 USC 801, et seq., 841).

- KHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs or alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine in any location.
- An applicant or household member has ever been convicted of a crime that requires them to be registered as a lifetime sex offender under a state sex offender registration program.

### 3-III.C. Other Permitted Reasons for Denial of Assistance

In addition to the mandatory denials stated above, KHA will also deny assistance for the following reasons.

#### Criminal Activity

[\[24 CFR 982.553\]](#)

If any household member is currently engaged in or has engaged in any of the following criminal activities within the past three years, the family will be denied assistance.

- Drug-related criminal activity, which includes possession or use of a drug as defined in Section 802 of the Controlled Substances Act ([21 USC 802](#)) [[24 CFR 5.100](#)].
- Violent criminal activity;
- Other criminal activity that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;
- Other criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of KHA (including a KHA employee or a KHA contractor, subcontractor or agent);
- Any abuse of alcohol or pattern of abuse of alcohol by any household member that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents;
- Illegal possession or use of a firearm or aggravated assault weapon in violation of federal, state or local laws; and
- Arson

The KHA **will not** deny assistance solely upon the basis of an applicant's arrest record. See [PIH notice 2015-19](#).

#### Previous Behavior

[\[24 CFR 982.552\(c\)\]](#)

The KHA will deny assistance to an applicant family if:

- The family does not provide complete or accurate information that KHA or HUD determines necessary in administering the program.
- Any family member has been evicted from federally assisted housing in the last three years.

- Any public housing authority (PHA) has previously terminated assistance for any family member under any federal assisted housing program within the last three years. This policy excludes voluntary terminations.
- Any family member has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The family owes rent or other amounts to any PHA in connection with the HCV Program (including Property Rental Assistance [PRA] and Rental Assistance Demonstration [RAD]), Certificate, Moderate Rehabilitation or public housing programs, unless the family repays the full amount of the debt prior to being selected from the waiting list.
- The family has not reimbursed any PHA for amounts the PHA paid to an owner under a Housing Assistance Payment (HAP) contract for rent, damages to the unit or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list.
- The family has breached the terms of a repayment agreement entered into with KHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.
- A family member has engaged in or threatened violent or abusive behavior toward KHA personnel (including a KHA employee or a KHA contractor, subcontractor or agent).

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

### 3-III.D. Screening

KHA will perform a background check for every adult household member age 18 years and older for admission to the HCV program. KHA will obtain criminal background records and review them for arrests or convictions. KHA will not conduct additional screening to determine an applicant's suitability for tenancy.

### 3-III.E. Criteria for Deciding to Deny Assistance

#### Consideration of Circumstances

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

In determining whether or not to deny assistance, KHA may consider the following factors prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents;
- The effects that denial of assistance may have on other members of the family who were not involved in the action or failure;
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking;
- The length of time since the violation occurred;
- The family's recent history and the likelihood of favorable conduct in the future; and
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.





KHA will accept information regarding any mitigating circumstances during the eligibility process.

#### Notification of Denial

If the KHA determines that a family is not eligible for the program for any reason, the family will be notified promptly. The notice will describe the reasons for which assistance has been denied and contain information regarding the process for the family informal review.

## Chapter 4 – Applicant, Waiting List and Tenant Selection

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### Introduction

In order to give all families an equal opportunity to apply for and receive housing assistance, KHA places families that apply for assistance on a waiting list using a lottery. When HCV assistance becomes available, KHA selects families from the waiting list in accordance with HUD requirements and KHA policies.

KHA maintains a single waiting list for the tenant-based HCV program.

### Part I: The Application Process

#### 4-I.A. Applying for Assistance and Placement on the Waiting List

A family that wishes to receive HCV assistance must apply for admission to the program. KHA initially requires families to provide only the information needed to determine the family's placement on the waiting list. After the family is selected from the waiting list they are required to provide all information necessary to establish family eligibility and level of assistance.

Except for HUD special admissions, targeted funding, project-based assistance and certain preference categories, the **KHA will only accept applications when the waiting list is open**. Families will be placed on the KHA's waiting list using a lottery. Once each application has been randomly assigned a number, the applications will be placed on the waiting list in order of the assigned numbers and according to KHA preference(s) described below in [4-III.C- Selection Method](#). No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

### Part II: Managing the Waiting List

#### 4-II.A. Organization of the Waiting List

[\[24 CFR 982.204 and 205\]](#)

KHA organizes the HCV waiting list to accurately identify and select families for assistance in the proper order.

The waiting list contains the following information for each applicant listed:

- Applicant name;
- Family unit size;
- Assigned lottery number, if applicable;
- Date and time of application, if applicable;
- Qualification for any local preference; and
- Racial or ethnic designation of the head of household.

KHA also maintains a tenant-based HCV transfer list for eligible participants in the project-based voucher (PBV) program. KHA will provide assistance to participants who are on the HCV transfer list before assisting families on the general tenant-based program waiting list.

A family's decision to apply, receive or refuse other housing assistance will not affect the family's standing on the HCV waiting list. KHA will not merge the HCV waiting list with the waiting list for any other program KHA operates.

#### 4-II.B. Opening and Closing the Waiting List

[\[24 CFR 982.206\]](#)

##### Closing the Waiting List

HUD permits KHA to close the waiting list if it has an adequate pool of families to use its available HCV assistance. KHA may elect to continue to accept applications from certain categories of families that meet particular preferences or funding criteria. KHA closes the waiting list when it is anticipated that there are sufficient waiting list applicants who can be served within a time frame determined by KHA.

##### Re-opening the Waiting List

Prior to re-opening the waiting list, KHA will publish a notice on the KHA website, in the KHA offices, electronic and social media, as well as other suitable media outlets. The notice will comply with HUD fair housing requirements and will state where and when to apply, along with any limitations on who may apply.

KHA will announce the reopening of the waiting list at least 10 calendar days prior to the date applications are accepted, but not to exceed 45 calendar days. If the list opening is only applicable to certain categories of families this information is contained in the notice.

#### 4-II.C. Reporting Changes in Family Circumstances

The family must inform KHA in writing within a reasonable time of changes in their contact information, including current residence, mailing address and phone number. All applicants have the responsibility to maintain the accuracy of their personal information provided on their application. Failure to do so may cause KHA to remove the family from the waiting list if the family does not respond to notices such as those for selection and updating the waiting list.

#### 4-II.D. Updating the Waiting List

[\[24 CFR 982.204\]](#)

##### Cleaning the Waiting List

The waiting list will be cleaned or “purged” as necessary to ensure that all applicants and applicant information is current and timely. Nonresponsive applicants will be removed from the waiting list.

##### Removal from the Waiting List

If an applicant family is on the waiting list and KHA determines that the family is not eligible for assistance, the family will be removed from the waiting list. A written notice will be sent to the family’s address of record. The notice will state the reasons the family was removed from the waiting list and inform the family how to request an informal review regarding KHA’s decision.

If a family is removed from the waiting list for failure to respond, KHA may reinstate the family if determines the lack of response was due to a KHA error and/or due to circumstances beyond the family’s control (provided the waiting list the applicant initially applied to is still open).

Once an applicant family receives a voucher, that family will be removed from the waiting list. Any family currently receiving assistance in the HCV Program is removed from the waiting list.

## Part III: Selection for HCV Assistance

### 4-III.A. Overview

As vouchers become available, families on the waiting list will be selected for assistance in accordance with the policies described in this part. KHA will maintain a clear record of information required to verify that the family is selected from the waiting list according to KHA's selection policies [[24 CFR 982.204\(b\)](#) and [982.207\(e\)](#)].

### 4-III.B. Selection and HCV Funding Sources

#### Regular HCV Funding

KHA may use regular HCV funding to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in [Section 4-III.C-Selection Method](#).

#### Special Admissions

##### [\[24 CFR 982.203\]](#)

HUD may award funding for specifically named families living in specified types of units. In these cases, KHA may admit families not on the waiting list or may admit families without considering their position on the waiting list. KHA will maintain records showing that such families were admitted with special program funding.

#### Families Affected by Other Subsidies Ending

KHA will provide tenant-based vouchers to eligible families residing in units assisted under the Section 8 Moderate Rehabilitation program at the time that the Housing Assistance Payment (HAP) contract expires but is not renewed. In these cases, KHA may add or move the family to the top of the waiting list to meet Special Admissions requirements.

KHA may also add or move to the top of the waiting list a family that is affected by an owner's decision to end an existing subsidy by refusing to renew the lease for a unit assisted by a project-based voucher without good cause, by opting out of a project-based Section 8 contract, or by prepaying or making the final payment on a HUD-insured mortgage.

#### Targeted Funding

##### [\[24 CFR 982.204\(e\)\]](#)

HUD may award KHA funding for a specified category of families on the waiting list. KHA must use this funding only to assist the families within the specified category. The order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

KHA administers the following types of targeted funding:

- HUD-Veterans Affairs Supportive Housing (HUD-VASH) Program. These vouchers are not subject to selection from the waiting list, they are based on referrals to KHA by the Veterans Affairs Medical Center.
- Family Unification Program. Families eligible for participation are selected from the HCV program waiting list, or referred by Department of Children and Family Services (DCFS), and must be approved as eligible by KHA.
- Mainstream vouchers for persons with disabilities. KHA will make vouchers with a one-year term available only to non-elderly families with a disabled person; these families are selected from the waiting list. KHA will make vouchers with a five-year term available to elderly families and non-elderly families with a disabled person; these families are selected from the waiting list.
- Non-elderly disabled vouchers. KHA will make these vouchers available to non-elderly disabled families

(families that do not meet the definition of an elderly family, whose head, spouse or sole member is a person with disabilities). KHA will select non-elderly disabled families from the HCV program waiting list.

- Section 811 Mainstream vouchers (awarded 2018). KHA will make these vouchers available to non-elderly disabled households (defined as a household composed of one or more non-elderly persons with disabilities, which may include additional household members who are not non-elderly persons with disabilities; a household where the sole member is an emancipated minor is not an eligible household). Eligible households can be referred to KHA by partner agencies and added to the HCV waitlist. KHA will provide a waitlist preference for these vouchers to non-elderly persons with disabilities who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless. Other programs designated under any new HUD-awarded special programs funding.

In the event of a funding shortfall, these special purpose vouchers will be issued first when KHA begins issuing vouchers again after the shortfall.

#### 4-III.C. Selection Method

##### Order of Selection

When selecting families from the waiting list, KHA is required to use targeted funding to assist only those families who meet the specified criteria. KHA is not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [[24 CFR 982.204\(d\) and \(e\)](#)]. KHA does not permit applicants to give their place on the waiting list to another applicant. KHA may limit the number of applicants who may qualify for any local preference.

KHA will select families in order of preference as follows [[24 CFR 982.207](#)]:

- (1) Families that meet the criteria under targeted funding;
- (2) Special/emergency circumstances, such as:
  - a. Families that meet the eligibility criteria for and are participating in a KHA demonstration program or special initiative;
  - b. Families that are victims of a federally declared national disaster affecting Kendall County;
  - c. Families that are an active participant in a Witness Protection Program or State Victim Assistance Program;
  - d. Families living in a KHA administered housing unit which must be rehabilitated to meet ADA/504 requirements and for whom alternate KHA administered housing units are not available;
  - e. Over-housed or under-housed families living in a Section 8 Moderate Rehabilitation project administered by KHA for whom no appropriate size unit is available in the same project that is already under a HAP contract;
- (3) Families or individuals that meet HUD's definition of homelessness under the HEARTH Act or are referred by partners in the Kendall County Continuum of Care. This will be limited to an annual number each year with those on the KHA waiting list prioritized first.
- (4) Working Families:
  - a. Families where head, spouse or co-head is employed; or
  - b. An applicant shall be given the benefit of the working preference when the head and co-head/spouse are age 62 or older and/or a person with disabilities; and
- (5) Veterans, Active or Inactive Military Personnel and Immediate Family Members of both.

Families that qualify for the above preferences will be selected within each preference by their assigned lottery number. If it is determined that the family does not qualify for the preference, the family will be returned to their original placement on the waiting list.

Families that qualify for any of the above preferences will be selected from the waiting list and will be provided assistance before families that do not qualify for any preferences. Families that do not qualify for any preferences will be selected in numerical order based on their assigned lottery number. Families that qualify for a specified category of program funding (targeted funding or special KHA demonstrations) may be selected from the waiting list ahead of higher placed families that do not qualify for the targeted or demonstration funding. However, within any targeted or demonstration funding category, applicants will be selected in numerical order based on the lottery number that was assigned to each application, at the time the applicants were placed on the waiting list.

If there are no applicants eligible for a specific program/initiative on the waiting list, then applicants may be generated by referral from various community organizations or other government agencies. Referred applicants who meet program requirements are added to the waiting list and are provided a local preference in accordance with the demonstration program.

#### Income Targeting Requirement

[\[24 CFR 982.201\(b\)\(2\)\]](#)

Very low-income families will be selected ahead of other eligible families on an as-needed basis to ensure income-targeting requirements are met.

#### 4-III.D. Notification of Selection

When the family has been selected from the waiting list, KHA will notify them. The notice will inform the family of the following:

- Date, time and location of the scheduled application interview, including any procedures for rescheduling the interview;
- All persons required to attend the interview;
- Documents that the family must bring to the interview to document the legal identity of household members, including information about what constitutes acceptable documentation; and
- Other documents and information that should be brought to the interview.

Any required documents or information that is missing or that the family was unable to provide at the time of the interview must be provided to KHA within the timeframe requested. Extensions may be granted upon request by the family. If the documents and information are not provided within the required time frame (plus any extensions granted by KHA), the family will be sent a notice of denial (see [Chapter 3- Eligibility](#)).

If a notification letter is returned to KHA with no forwarding address, the family will be removed from the waiting list.

#### 4-III.E. The Eligibility Interview

KHA requires families selected from the waiting list to participate in an eligibility interview. All adult family members must attend the interview. Eligibility is determined according to the policies in [Chapter 3- Eligibility](#).

## Chapter 5 – Briefings and Voucher Issuance

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### Introduction

When a family is determined eligible for the HCV program, KHA will ensure that the family understands their obligations and how the program operates.

### Part I: Briefings

#### 5-I.A. Overview

HUD requires that KHA conduct mandatory briefings for applicant families. The briefing provides a broad description of owner and family responsibilities, explains KHA's procedures, and includes instructions on how to lease a unit.

#### 5-I.B. Briefing

[\[24 CFR 982.301\]](#)

HUD requires that KHA give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Briefings provide information about how the HCV program works, including family and owner responsibilities, where the family can lease a unit and the advantages of moving outside areas of high poverty concentration. The applicant will receive their voucher at the conclusion of the briefing.

Applicants who do not attend two scheduled appointments for voucher pick-up without KHA approval will be denied assistance. Participants who are subject to a required move and fail to attend two scheduled appointments will be terminated from the program.

### Part II: Voucher Issuance

#### 5-II.A. Determining Family Unit (Voucher) Size

[\[24 CFR 982.402\]](#)

KHA will assign one bedroom for the head of household and spouse or co-head and an additional bedroom for each two persons within the household. KHA does not classify a live-in-aide and his/her family members as family members. Live-In Aides (LIA) who are family members but move into the unit as a live-in aide are prohibited from changing this status and gaining rights to the voucher. A live-in aide will not be required to share a bedroom with another family member of the household, but the live-in-aide's family members are restricted to one bedroom.

The voucher size determines the subsidy the family receives. However, it does not dictate the size of unit the family must lease or determine who within a household will share a bedroom/sleeping room.

#### 5-II.B. Voucher Issuance

[\[24 CFR 982.302\]](#)

The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies and includes both the date of voucher issuance and date of expiration. It is the evidence that KHA has determined the family eligible for the program. However, KHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in KHA's HCV program.

Prior to issuing any vouchers, KHA will determine whether it has sufficient funding. If KHA determines there is insufficient funding after a voucher has been issued, the voucher may be rescinded and the family placed back on the waiting list in their original position.

## 5-II.C. Voucher Term and Extensions

### Voucher Term

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

The initial voucher term will be 120 calendar days. The family must submit a Request for Tenancy Approval (RTA) within the 120-calendar day period unless KHA grants an extension. All requests for voucher extensions must be in writing.

### Extensions of Voucher Term

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

KHA will approve an extension in one or more increments not to exceed 60 calendar days upon written request from the family if it is necessary as a reasonable accommodation for a person with disabilities or due to reasons beyond the family's control, as determined by KHA.

Any request for an additional extension must be made in writing and submitted to KHA prior to the expiration date of the voucher and must include the reason(s) an additional extension is necessary. KHA may require the family to provide documentation to support the request.

Upon submission of an RFTA, the remaining search time provided on the voucher will freeze. The time will not resume unless the unit is not approved and KHA sends notice of the denial. An applicant or participant may request an extension prior to the expiration of the voucher.

### Expiration of Voucher Term

If the voucher term or extension expires before the family has submitted an RFTA, the family is no longer eligible to search for housing. When KHA reopens the waiting list, the family may reapply for assistance.

For participants approved to move to a new unit within KHA's jurisdiction, if a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and KHA approves. However, if the family has already moved out of the unit, the family will lose its assistance.



## Chapter 6 – Income and Subsidy Determinations

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### [\[24 CFR Part 5, Subpart F\]](#)

#### Part I: Calculating Income

##### 6-I.A. Annual Income

KHA uses the family's income to determine eligibility for assistance and is used to calculate the family's payment and KHA's subsidy.

Annual income refers to all income that a family receives during the 12-month period following admission to the program or a regular re-examination effective date. Income from all family members must be counted unless it is specifically excluded by federal regulations or KHA's policies. Excluded income is not counted in determining the family's share of the rent. For a complete list of income that is included in and excluded from annual income, see [24 CFR 5.609](#).

KHA will determine annual income based on actual income received over the previous 12 months.

##### 6-1.B. Adjusted Income

Adjusted income is annual income minus deductions. A household could receive deductions for the following reasons:

- Elderly person(s) in the household;
- Dependent(s) in the household;
- Unreimbursed medical expenses;
- Unreimbursed childcare expenses (as long as they allow a member of the family to be employed, look for employment or attend school);
- Unreimbursed attendant care and auxiliary apparatus expenses necessary to enable a family member to be employed;
- Full-time students in the household (other than the Head, Co-Head and Spouse); and
- Disabled individuals(s) in the household.

#### Part II: Calculating Family Share and KHA Subsidy

##### 6-II.A. Total Tenant Payment

### [\[24 CFR 5.628\]](#)

Total Tenant Payment (TTP) is the estimated monthly rent portion for the participant. It is the highest of the following amounts:

- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly gross income; and
- A minimum rent of \$50

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater depending on the rent charged for the unit the family selects.

## 6-II.B. Financial Hardships Affecting Minimum Rent

[\[24 CFR 5.630\(b\)\]](#)

### Overview

If a family is unable to pay the minimum rent of \$50 due to financial hardship, KHA may grant a hardship exemption. Financial hardship includes the following situations:

- The family has lost eligibility or is awaiting an eligibility determination for a federal, state or local assistance program. In order to qualify for an exemption, this loss must prevent the family from paying the minimum rent. The hardship period will end as of the first of the month following the family receiving assistance.
- The family would be evicted because it is unable to pay the minimum rent.
- The family income has decreased due to changed family circumstances, including loss of employment.
- A death in the family has created a financial hardship.

### Implementation of Hardship Exemption

#### *Determination of Hardship*

When a family requests a financial hardship exemption, KHA will suspend the minimum rent requirement beginning the first of the month following the family's request if it is determined there is a financial hardship.

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. If KHA determines there is no financial hardship, the minimum rent is reinstated, and the family is required to repay the amounts suspended.

When the minimum rent is suspended, the family share reverts back to the highest of the remaining components of the calculated TTP.

#### *Temporary/Long Term Hardship*

KHA defines temporary hardship as a hardship expected to last 90 calendar days or less. Long-term hardship is defined as a hardship expected to last more than 90 calendar days.

If KHA determines that a qualifying financial hardship is temporary, the minimum rent will be suspended for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption. At the end of the 90-day period the family must resume payment of the minimum rent and repay KHA the amounts suspended. KHA will offer a reasonable repayment agreement on terms and conditions established by KHA. However, KHA may determine that circumstances have changed and the hardship is now a long-term hardship.

If KHA determines that the financial hardship is long-term the family is exempt from the minimum rent for as long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the hardship. Families qualifying for long-term hardships are not required to repay minimum rent. The hardship period ends either when the family's TTP is greater than the minimum rent or new sources of income are received that equal to the loss of income which caused the hardship exemption.

### 6-II.C. Applying Payment Standards

KHA's schedule of payment standards is used to calculate the Housing Assistance Payment (HAP) for HCV families. The payment standard is the highest amount of subsidy KHA will provide for each household. See [Section 16-II.B: Payment Standards](#) for information on setting and applying payment standards.

## Chapter 7 – Verification

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[[24 CFR 982.551](#) and [24 CFR 5.230](#)]

### Part I: General Verification Requirements

#### 7-I.A. Introduction

KHA must verify all information it uses to establish the family's eligibility and level of assistance. KHA is required to get the family's consent to collect this information and must not pass on the cost to the family.

KHA will follow the verification guidance provided by HUD and will change verification policies, rules and procedures as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with KHA's records management policies.

#### 7-I.B. Family Consent to Release of Information

The family must supply any information that KHA or HUD determines is necessary for the administration of the program and must consent to KHA verification of that information. All adult applicants and participants will be required to sign form [HUD-9886, Authorization for Release of Information](#), and all other applicable forms. If any family member who is required to sign a consent form fails to do so, KHA will deny admission to applicants and terminate assistance of participants. The family will be eligible to request an informal review (applicants) or informal hearing (participants) based on the decided action.

#### 7-I.C. Verification Hierarchy

KHA will use the methods authorized by HUD to verify family information. The verification methods are listed below in order of preference. In general, KHA will use the most reliable form of verification that is available and document the reasons when KHA uses a lesser form of verification. KHA will consider lower-priority forms of verification only if higher-priority forms are insufficient. In order of priority, the forms of verification that KHA will use are:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system;
- UIV using a non-HUD system;
- Review of Documents;
- Third-party Written Verification;
- Third Party Oral Verification; and
- Self-Certification.

#### Up-Front Income Verification

Up-front income verification (UIV) refers to KHA's use of the verification tools available from independent sources that maintain computerized information about income and benefits. UIV will be used as needed to the extent that these systems are available to KHA, including HUD's Enterprise Income Verification (EIV) system as the first priority and other systems as the second priority, such as information from the Department of Human Services, information on Child Support and other non-governmental sources such as the Work Number.

#### Review of Documents

KHA will use documents provided by the family as verification and when necessary, to help clarify information provided by third parties.



#### Third-Party Written and Oral Verification

KHA may mail, fax, e-mail or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. When necessary, KHA will make at least two unsuccessful attempts to obtain third-party verification before using another form of verification.

#### Self-Certification

When information cannot be verified by a third party or by a review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to KHA.

## Chapter 8 – Housing Quality Standards and Rent Reasonableness Determinations

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[[24 CFR 982 Subpart I](#) and [24 CFR 982.507](#)]

### Introduction

HUD requires that all units occupied by families receiving HCV assistance meet HUD's Housing Quality Standards (HQS) and permits KHA to establish additional requirements. HQS inspections are required before the Housing Assistance Payment (HAP) contract is signed and biennially.

HUD also requires KHA to determine that units rented by families assisted under the HCV program have rents that are reasonable compared to other market rate units in the area.

### Part I: Physical Standards

#### 8-I.A. General HUD Requirements

HUD's performance and acceptability standards for HCV-assisted housing are provided in [24 CFR 982.401](#).

These standards cover the following areas:

- Sanitary facilities;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Interior air quality;
- Water supply;
- Lead-based paint;
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke detectors.

#### 8-I.B. Additional Local Requirements

[[24 CFR 982.401\(a\)\(4\)](#)]

KHA may impose additional quality standards. The additional standards must not adversely affect the health and safety of participant families or severely restrict housing choice. HUD approval is required only if more stringent standards are imposed. Approval is not required if the KHA additions are clarifications.

#### Clarifications of HUD Requirements

KHA has adopted the following specific requirements that elaborate on HUD standards:

- Windows and doors are required to be weather-tight.
- All windows must have screens
- The following minimum standard must be met for bedroom classification:
  - Every bedroom must contain at least 70 square feet of floor space; and
  - Three-quarters (75 percent) of the bedroom must have a floor-to-ceiling height of seven feet

or more.

- Carbon monoxide detectors must be located within 15 feet of a fossil fuel burning system and within 15 feet of any area used for sleeping purposes.
- At least one smoke detector must be installed on every level that contains a habitable room or a heating plant and within 15 feet of any area used for sleeping purposes.
- Locks operated with skeleton keys are prohibited on any dwelling unit or building entrance or exit door.
- All dwelling unit entrance and exit doors with deadbolts must have a single cylinder deadbolt (a deadbolt that does not require a key to be operated from the interior of the unit).

### 8-I.C. Life Threatening Conditions

[\[24 CFR 982.404\(a\)\(3\) and \(b\)\(2\)\]](#)

KHA will define life threatening conditions and notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of the notification date.

The following are considered emergency fail items because of life threatening conditions:

- Any property determined uninhabitable by a city agency, including uninhabitable units due to fire, flood or other natural disasters;
- Any condition that jeopardizes the security of the unit (e.g., missing or broken locks on exterior doors);
- Major plumbing leaks, waterlogged ceiling or floor in imminent danger of falling;
- Natural or LP gas leaks or fuel oil leaks;
- Any electrical problem or condition that could cause shock or fire;
- A heating system that cannot maintain a minimum of 55 degrees between September 15<sup>th</sup> and June 1<sup>st</sup>;
- Utilities not in service;
- Conditions that present the imminent likelihood of injury;
- Unmovable obstacles that prevent safe entrance or exit from the unit;
- Absence of a functioning toilet in the unit;
- Backed up sewer system in the unit;
- Lack of at least one working smoke detector on each level of the unit;
- Lack of a working carbon monoxide detector in an area with fossil fuel burning system and on each level used for sleeping; and
- Fuel burning water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting.

If an owner fails to correct life threatening conditions as required by KHA, the HAP will be abated and the HAP contract will be terminated.

If a family fails to correct a family-caused life threatening condition KHA may terminate the family's assistance.

### 8-I.D. Owner and Family Responsibilities

[\[24 CFR 982.404\]](#)

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service;
- Failure to provide or maintain family-supplied appliances; and
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. KHA defines “normal wear and tear” as items which the owner could not assess against the tenant's security deposit under state law or court practice.

#### Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits.

#### 8-I.E. Special Requirements for Children with Elevated Blood Lead Levels

[\[24 CFR 35.1225\]](#)

If KHA is notified by a public health department or medical health care provider or verifies information from another source that a child of less than six years of age has an elevated blood lead level, an environmental investigation of the dwelling unit must be completed by the public health department or KHA. The investigation must be completed in accordance with program requirements and be provided immediately to the owner of the dwelling unit and the participant. In cases where the public health department has already completed an evaluation the information must also be provided to the owner.

Within 30 days of receiving the results of the investigation the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [\[24 CFR 35.1325 and 35.1330\]](#). If the “hazard reduction” is not completed as required, the dwelling unit is in violation of HQS and the rent will be abated. Failure to correct will result in HAP contract termination. Extensions will only be granted for exterior deficiencies if needed due to weather related issues.

#### 8-I.F. Local Building Code

All units must meet local building code and zoning ordinances. If the local municipality in which the unit resides notifies KHA that a property leased under the HCV program does not meet [local building code](#), it will be treated as failing HQS. In such cases, KHA will notify the owner to make the repairs. Owner failure to make the repairs will cause the termination of the HAP contract.

## Part II: The Inspection Process

#### 8-II.A. Overview

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

##### Types of Inspections

KHA conducts the following types of inspections:

##### *Initial Inspections.*

- KHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program.

##### *Regular Inspections.*

- HUD requires KHA to inspect each unit under lease at least biennially (every other year) to confirm that the unit still meets HQS.
- KHA conducts an inspection for compliance with HQS biennially before the end of the calendar month

in which the initial or last biennial inspection was completed to confirm that the unit still meets HQS.

- KHA reserves the right to place units on a regular inspection schedule, if deemed appropriate.

#### *Special/Complaint Inspections.*

- If at any time the family or owner notifies KHA the unit does not meet HQS, KHA will conduct an inspection if KHA determines that an inspection is warranted.
- KHA may also conduct a Special Inspection based on written info from third parties, such as neighbors, public officials or health care officials.
- All requests for complaint inspections shall be scheduled without regard for whether or not the complaint pertains to an item of an emergency nature.
- KHA will use various forms of communication to inform participants and owners of their ability to request a complaint inspection and that retaliation by the participant or owner in any form is prohibited.

#### *Quality Control Inspections.*

- HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS is being enforced correctly and uniformly by all inspectors.

In cases where an HCV family is receiving assistance in a KHA-owned unit, the KHA will obtain the services of an independent entity to perform inspections.

The KHA may rely on alternative inspection results for inspections for units that are also subject to inspections under the HOME or Low-Income Housing Tax Credit (LIHTC) programs

#### Notice and Scheduling

KHA will give both the family and the owner reasonable notice (not less than 48 hours) of all inspections, except in the case of a life threatening emergency. In the case of a life threatening emergency, KHA will give as much notice as possible, given the nature of the emergency.

KHA will schedule an initial inspection within 15 calendar days after the following conditions are met:

- KHA receives the completed Request for Tenancy Approval (RFTA);
- Owner verification screening is complete; and
- The owner notifies KHA the property is available and ready for inspection.

For regular inspections, the family may reschedule one time but no more than seven days after the originally scheduled inspection.

#### Owner and Family Inspection Attendance

When a family occupies the unit at the time of inspection an adult must be present for the inspection. The presence of the owner or the owner's representative is required during the regular inspection and/or during an owner-requested special inspection. At initial inspection of a vacant unit, KHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted, but not required.

#### 8-II.B. Inspection Results and Re-inspections

##### Initial Inspection

After the initial HQS inspection, KHA will notify the owner in writing of any deficiencies identified during an



inspection within seven calendar days. When the deficiencies are corrected, the owner must contact KHA to schedule a re-inspection. Only the owner can request a re-inspection. If the owner does not schedule a re-inspection within the required time frame, KHA will end the inspection process and issue new moving papers to the tenant.

#### Regular Inspections

For units under HAP contract, KHA will notify the owner and the family in writing of the results of all inspections. When an inspection identifies a HQS failure, KHA determines whether the failure is a life-threatening condition and if the family or owner is responsible.

When life threatening conditions are identified, KHA will immediately notify both parties. The notice will specify who is responsible for correcting the violation and the corrective actions. When failures that are not life threatening are identified, KHA will send the owner and the family a written notification of the inspection results within seven calendar days. The written notice will specify who is responsible for correcting the violation and the time frame within which the failure must be corrected.

The notice of inspection results will inform the owner that if life threatening conditions are not corrected within 24 hours and non-life-threatening conditions are not corrected within the specified time frame the owner's HAP will be abated. Likewise, in the case of family caused deficiencies the notice will inform the family that if corrections are not made within the specified time frame the family's assistance will be terminated.

For conditions that are life-threatening, KHA cannot grant extensions to the 24-hour corrective action period. However, for non-life threatening items KHA may grant an extension. The request for an extension must be made in writing, and the length of the extension will be determined on a case by case basis.

#### Re-inspections

KHA will re-inspect the unit to ensure that any inspection deficiencies are corrected. For non-life threatening inspection deficiencies, KHA may accept written certification from the owner and the participant in lieu of performing a re-inspection as proof that the required repairs have been made. KHA reserves the right to conduct an inspection. KHA will schedule the first re-inspection.

Where inspection deficiencies are the owner's responsibility, the KHA will charge the owner a non-refundable \$75 fee for conducting a second re-inspection and for each subsequent re-inspection. For subsequent re-inspections, it is the responsibility of the owner to schedule the inspection.

For participant fail items KHA will send an Intent to Terminate (ITT) notice to the family if the unit does not pass the regular re-inspection.

#### 8-II.C. Enforcing Owner Compliance

If KHA determines that a unit fails to meet HQS and the owner has failed to make the necessary repairs within the time period specified by KHA, payments to the owner will abate (stop).

The effective date of an abatement is the first of the month following the failed re-inspection. [\[24 CFR 985.3\(f\)\]](#). KHA will make no retroactive payments to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

The maximum length of time that a HAP may be abated is 60 calendar days. If the owner does not make the corrections by the end of the abatement period KHA will terminate the HAP contract and the participant will be required to move.

If an owner has a history or practice of non-compliance with their obligations, KHA may impose consequences, up to and including terminating the owner's participation in the program.

## Part III: Rent Reasonableness

[[24 CFR 982.507](#) and [Notice PIH 2011-46](#)]

### 8-III.A. Overview

KHA cannot approve a HAP contract until it has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that KHA pays a fair rent for each unit rented under the HCV program. HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable market-rate units in the same area. When an HCV family is receiving assistance in a KHA-owned unit, an independent entity is required to determine rent reasonableness and assist the family to negotiate the contract rent if the family requests [[24 CFR 982.352\(b\)](#)].

### 8-III.B. When Rent Reasonableness Determinations Are Required

#### Owner-Initiated Rent Determinations

KHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment. After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease once in a 365-day period.

All rent adjustments will become effective on the later of the following dates: the first of the month that begins 60 or more calendar days after KHA receives the owner's request or on the date specified by the owner.

#### KHA and HUD-Initiated Rent Reasonableness Determinations

HUD requires KHA to conduct a rent reasonableness if there is a 10 percent decrease in the Fair Market Rent that goes into effect at least 60 days before the contract anniversary date. KHA will also conduct a rent reasonableness if it is determined that initially it was done incorrectly or the information provided by the owner was incorrect.

### 8-III.C. Establishing Comparability

#### Factors to Consider

KHA will take into consideration the following when determining rent comparability:

- Location and age;
- Unit size including the number of rooms and square footage of units;
- Structure type;
- Quality of the unit including quality of the original construction, maintenance and improvements made; and
- Amenities, services and utilities included in the rent.

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state or local assistance that imposes rent restrictions cannot be considered comparable units.

#### Rents Charged for Other Units on the Premises

Units for which an owner has decided to charge rents that are below what other tenants are charged and what the market might actually bear are not "assisted" units for the purposes of rent reasonableness determinations. Per HUD guidance, these units must be taken into consideration as unassisted comparable units on the premises.

Units assisted by Low-Income Housing Tax Credits (LIHTC) or assistance under HUD's HOME Program are not required to determine rent reasonableness if the rent does not exceed the rent for other LIHTC- or HOME-

assisted units in the project that are not occupied by families with tenant-based assistance. If the rent requested exceeds rent for non-voucher families then a rent reasonableness determination is required. [\[24 CFR 982.507\(c\)\(2\)\]](#)

In the case of a family moving into a multifamily property, KHA will only consider units leased within the past year in determining comparable market rate units.

By accepting the KHA payment each month, the owner certifies that the rent is not more than the rent charged for other comparable market rate units on the premises. If asked to do so, the owner must give KHA information regarding rents charged for other units on the premises.

## Chapter 9 – Leasing

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### Introduction

This chapter covers additional policies related to the requirements of KHA, the participant and the owner in order for the family to move into a unit and KHA to execute a Housing Assistance Payment (HAP) contract with the owner.

#### 9-I.A. Information Provided to the Owner

[\[24 CFR 982.307\(b\)\(1\)\]](#)

KHA will not screen applicants or participants for family behavior or suitability for tenancy on behalf of the owner. The determination on whether an assisted family meets the tenancy requirements for leasing is the owner's responsibility. KHA will provide the owner with the family's current and prior address as shown in KHA records and the name and address of the owner/property manager at the family's current and prior address if known.

#### 9-I.B. Requesting Tenancy Approval

After the voucher is issued the family must locate an eligible unit and submit the Request for Tenancy Approval (RFTA), signed by both the family and the owner. The family may not submit more than one RFTA at a time.

#### 9-I.C. Ineligible Units

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

KHA will not assist a unit under the voucher program if the unit falls in the following categories:

- A public housing unit or Indian housing unit;
- A unit receiving property-based assistance under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- Nursing homes, board and care homes;
- Facilities providing continual psychiatric, medical or nursing services;
- College or other school dormitories;
- Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions;  
and
- A unit occupied by its owner or by a person with any interest in the unit.

#### 9-I.D. Rent Burden

[\[24 CFR 982.508\]](#)

When a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the dwelling unit rent must be at a level where the family's share of rent does not exceed 40 percent of the family's adjusted monthly income. [Chapter 6- Income and Subsidy Determinations](#) provides more detail on how family income is calculated.

### 9-I.E. Duplicative Assistance

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

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

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

### 9-I.F. Lease

The family and the owner must execute and enter into a written lease for the assisted unit and the owner is required to submit a copy to KHA. KHA will not accept an initial lease term of less than one year.

KHA prohibits side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families [\[24 CFR 982.510\(c\)\]](#). KHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease. Owners may collect a security deposit provided it is not in excess of private market practices.

KHA is not a party to the lease, but will review it for compliance with all applicable KHA requirements. Property owners may enter into a lease with a participant for a term that is longer than one year, but not to exceed two years only if the property owner uses the same lease terms for voucher holders and market rate tenants. The property owner may not change any of the terms of the two-year lease, including the contract rent amount and utility responsibility at any time during the full length of the lease term. KHA will not review the lease for compliance with state or local law.

### 9-I.G. Tenancy Addendum

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

All provisions in the HUD-required Tenancy Addendum must be added word-for-word to the owner's standard lease form. The Tenancy Addendum includes the tenancy requirements for the program and the composition of the household as approved by KHA. As a part of the lease, the tenant has the right to enforce the Tenancy Addendum against the owner and the terms of the Tenancy Addendum prevail over any other provisions of the lease.



#### 9-I.H. HAP Contract Execution

[\[24 CFR 982.305\]](#)

If KHA has determined the unit to be eligible, the owner and KHA will execute the HAP contract. Under the HAP contract, KHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit and obliges the owner to comply with all HCV program requirements.

For participants who meet the specified criteria for demonstration programs, KHA will allow the voucher holder to move into the unit prior to passing the HQS, as long as there are no life-threatening deficiencies.

#### 9-I.I. Changes in Lease or Rent

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

When the owner is changing the amount of rent, the owner must notify KHA of any proposed changes at least 60 days before any changes go into effect. No rent increase will be approved by KHA unless it meets the rent reasonableness standards [\[24 CFR 982.507\]](#). However, during the initial term of the lease, the owner may not raise the rent.

## Chapter 10 – Moving with Continued Assistance and Portability

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### Introduction

Freedom of choice is a hallmark of the HCV program. In general, HUD regulations impose few restrictions on where families may live or move with HCV assistance.

### 10-I.A. Allowable Moves

[\[24 CFR 982.354\]](#)

Generally, the family can move with continued assistance if:

- The family terminates the lease and provides notice to the owner in accordance with the lease;
- The family and the owner mutually agree to terminate the lease;
- The owner has given the family a notice to vacate, has started an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family;
- KHA has terminated the assisted lease for the family's unit for the owner's breach; or
- KHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. A new voucher will be issued to the family and they must try to find an acceptable unit as soon as possible.

Families will not be denied permission to move due to an Intent to Terminate (ITT) being issued. However, a family's continued participation in the HCV Program is subject to the final outcome of any termination notice issued regardless of the timing of the termination notice. Any further processing or granting of participant requests, including but not limited to a request for moving papers, shall not void, restrict or waive KHA's right to end the family's participation based on any violations whether known or unknown at the time of the request. In general, the moving process follows the policies on briefings and voucher issuance in [Chapter 5- Briefings and Voucher Issuance](#).

### 10-I.B. Restrictions on Moves

#### Insufficient Funding

KHA will deny a family permission to move on grounds that KHA does not have sufficient funding for continued assistance. Notification of this policy will be provided in writing to the family at the time the move is denied. This policy applies to moves within KHA's jurisdiction as well as portability.

If KHA denies a move because it does not have sufficient funding, KHA will promptly notify the family in writing (assuming the family is still a participant in the KHA HCV program). The move will be approved once there is sufficient funding to support the family's move. A family's request to move will remain open for consideration for 30 days.

#### Restrictions on Elective Moves

[\[24 CFR 982.354 \(c\)\]](#)

A family may only be issued moving papers to make an elective move once in any 12-month period. In the case of a move, the policies on voucher extensions in [Section 5-II.C Voucher Terms and Extensions](#) of this plan will apply.

## Notification

[\[24 CFR 982.354\(d\)\(2\)\]](#)

If a family wishes to move to a new unit, the family must notify KHA and the owner before moving out of the old unit or terminating the lease on notice to the owner. If the family wishes to move to a unit outside KHA's jurisdiction under portability, the notice to KHA must specify the area where the family wishes to move. The notices must be in writing.

## 10-I.C. Portability

Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher may use tenant-based voucher assistance to lease a unit anywhere in the United States provided that the unit is located within the jurisdiction of a public housing authority (PHA) administering a tenant-based voucher program [\[24 CFR 982.353\(b\)\]](#). Portability is the process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA.

### Families Moving from KHA's Jurisdiction to Another PHA's Jurisdiction

Both participant and applicant families that have been issued vouchers may qualify to lease a unit outside KHA's jurisdiction under portability.

KHA requires a formal briefing for a participant family wishing to move outside KHA's jurisdiction under portability. KHA will provide the family with the same oral and written explanation of portability it provides to applicant families selected for admission to the program.

### Families Moving from Another PHA's Jurisdiction to KHA's Jurisdiction

KHA will require families moving into its jurisdiction under portability to attend a briefing.

In determining income eligibility, KHA will rely upon the income information provided by the initial PHA and will not conduct a new re-examination of income and composition. However, if the family has been selected from the waiting list and ported to KHA's jurisdiction without ever being a participant on the program, then KHA will conduct its own income eligibility determination.

For any family moving into its jurisdiction under portability, KHA will conduct a criminal background check for each family member age 18 and older and will conduct the criminal background screening under the applicant screening procedures of KHA.

## Voucher Extensions and Expiration

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

- The initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA;
- The family returns to KHA's jurisdiction and search for a unit there; or
- The family searches for a unit in a third PHA's jurisdiction.

In such cases, the policies on voucher extensions in [Section 5-II.C Voucher Terms and Extensions](#) of this plan will apply.



## Chapter 11 – Re-examinations

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### Introduction

KHA conducts annual re-examinations for participant families. Interim re-examinations are also needed in certain situations. Re-examinations include gathering and verifying current information about family composition, income and expenses.

### Part I: Regular Re-examinations

[\[24 CFR 982.516\]](#)

#### 11-I.A. Scheduling Regular Re-examinations

To complete the regular re-examination the family may be required to attend an in-person interview. If required to attend, each family member age 18 and older in the household must be present. If a family does not attend the scheduled interview they will be rescheduled for another date. If the participant does not attend the second interview, KHA will send an Intent to Terminate (ITT) in accordance with the termination policies in [Chapter 12-Terminations](#).

#### 11-I.B. Conducting Regular Re-examinations

Families will be asked to provide all required information within a certain time frame. KHA will perform criminal background checks for every household member who is 18 years and older, including live-in aides.

If the family does not provide the required documents or information within the required time frame they will be sent an ITT.

If adding a new family member to the unit causes overcrowding according to HQS, KHA must issue the family a new voucher. If an acceptable unit is available for rental by the family KHA will terminate the Housing Assistance Payment (HAP) contract in the family's current unit in accordance with its terms [\[24 CFR 982.403\]](#).

In general, an *increase* in the family share of the rent that results from a regular re-examination will take effect on the family's anniversary date, and the family will be notified at least 30 calendar days in advance. If less than 30 calendar days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30 calendar day notice period.

If a family moves to a new unit within 90 to 120 calendar days of the regular re-examination, the change will take effect on the effective date of the new lease and HAP contract. If KHA schedules a regular re-examination for completion before the family's anniversary date (for administrative purposes), the effective date will be determined by KHA, but will always allow for the 30 calendar day notice period.

If the family causes a delay in processing the regular re-examination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the regular re-examination.

In general, a *decrease* in the family share of the rent that results from a regular re-examination will take effect on the family's anniversary date. If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract. If the family causes a delay in processing the re-examination, *decreases* in the family share of the rent will be applied from the first day of the month following its completion.

### Part II: Interim Re-examinations

[\[24 CFR 982.516\]](#)

#### 11-II.A. Overview

Family circumstances may change throughout the period between regular re-examinations. HUD and KHA

policies dictate what kinds of information about changes in family circumstances must be reported.

#### 11-II.B. Changes in Family and Household Composition

KHA will conduct interim re-examinations to account for any approved changes in household composition that occur between regular re-examinations.

The addition of a family member through birth, adoption or court-awarded custody does not require KHA approval, but the family is required to promptly notify KHA of the addition. For any other addition listed in [Section 3-I.A Family and Household](#), a family must request in writing KHA approval to add a new family member or other household member (live-in aide or foster child) [[24 CFR 982.551\(h\)](#)]. Families must also obtain the owner's approval to add a new family or household member.

When any new family member is added, KHA must conduct a re-examination to determine any new income or deductions associated with the additional family member. KHA will make appropriate adjustments to tenant and HAP portion [[24 CFR 982.516\(e\)](#)].

If a household/family member ceases to reside in the unit, the family must inform KHA within 30 days. Even if the family fails to do so, KHA will consider all persons listed on the Housing Choice Voucher as approved to reside in the unit with assistance by KHA as a household/family member.

#### 11-II.C. Changes Affecting Income or Expenses

KHA can schedule re-examinations because KHA has reason to believe a family's income or expenses may have changed, or because the family reports a change. When a family reports a change, KHA may take different actions depending on whether the family reported the change voluntarily or because it was required by KHA.

##### KHA-Initiated Interim Re-examinations

KHA will check Enterprise Income Verification (EIV) data every six months for all zero income households, and if any income is being received conduct an interim re-examination. KHA reserves the right to not process an interim re-examination.

KHA may conduct an interim re-examination at any time in order to correct an error in a previous re-examination, investigate a tenant fraud complaint, or to address a multiple subsidy report.

##### Family-Initiated Interim Re-examinations

For households with zero income (before any income exclusions), heads of household are required to report all increases in income within 30 calendar days of the date of the change. KHA will process an interim re-examination based on the income reported for these families.

Households with income are not required to report increases in income in between regular re-examinations. However, if a family reports an income increase, KHA may, at its sole discretion, conduct an interim re-examination based on the increased income.

Families may report decreases in income or increases in expenses at any time and KHA will conduct an interim re-examination if appropriate.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [[24 CFR 5.615](#)].

#### 11-II.D. Effective Dates

If the family share of the rent is to increase, the effective date is on the first of the month following 30 calendar days of the date on the notice.

If a family fails to report a change within the required time frames or fails to provide all required information within the time frames, the increase is applied retroactively.

If the family share of the rent is to decrease, it is effective on the first day of the month following the date the documentation was received. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

#### 11-II.E. Notification of New Family Share and HAP Amount

KHA will notify the owner and family in writing of any changes in the amount of the HAP payment. The notice will include the amount and effective date of the new HAP payment, the amount and effective date of the new tenant rent to owner, and the reason for the change in the amount of the HAP payment.

The family will be given an opportunity to discuss KHA's determination of their annual or adjusted income and the use of such income to compute the housing assistance payment. If necessary, the family may request an informal hearing.

## Chapter 12 – Terminations

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HUD regulations specify the reasons for which KHA can terminate a family's assistance and the ways in which such terminations must take place.

### Part I: Grounds for Termination of Assistance

#### 12-I.A. Overview

HUD requires KHA to terminate assistance for certain offenses and when the family no longer requires assistance. KHA is also permitted to terminate assistance for other actions family members take or fail to take. In addition, a family may decide to stop receiving HCV assistance at any time by notifying KHA.

#### 12-I.B. Family No Longer Requires Assistance

[\[24 CFR 982.455\]](#)

The family's assistance will automatically end when HCV assistance by KHA drops to zero and remains there for 180 consecutive calendar days. It is the family's responsibility to report any changes in circumstances that would cause the HCV assistance to rise above zero before the expiration of the 180 day period.

#### 12-I.C. Family Chooses to Terminate Assistance

If a family chooses to stop receiving assistance, they must make a request to terminate assistance in writing. The head of household, spouse, or co-head must sign the request before terminating the family's assistance, KHA will follow the notice requirements in Section 12-II.D- Family Obligations.

#### 12-I.D. Family Obligations

[\[24 CFR 982.551\]](#); [24 CFR 982.552](#); [24 CFR 982.553](#)

When the family's unit is approved and the Housing Assistance Payment (HAP) contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

KHA may terminate a family's assistance if the family has failed to comply with any family obligations under the program listed below, even if not required to do so by HUD.

Any information the family supplies must be true and complete.

The family must:

1. Supply any information KHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status. KHA is required by HUD to terminate a family's assistance if they do not meet this obligation. See [24 CFR 982.552\(b\)\(4\)](#) and [24 CFR 5.514\(c\)](#).
2. Supply any information KHA or HUD determine to be necessary for use in administering the program, including conducting a regularly scheduled re-examination or interim re-examination of family income and composition. See [24 CFR 982.551\(b\)\(1\)-\(2\)](#).
3. Disclose and verify social security numbers. KHA is required by HUD to terminate a family's assistance if they do not meet this obligation. See [24 CFR 5.218\(c\)](#).
4. Sign and submit consent forms for obtaining information. KHA is required by HUD to terminate a family's assistance if they do not meet this obligation. See [24 CFR 982.552\(b\)\(3\)](#). See [Chapter 7-Verification](#) for further discussion of consent requirements.

5. Supply any information requested by KHA to verify that the family is living in the unit or information related to family absence from the unit.
6. Notify KHA in writing within 30 days when the family is away from the unit for an extended period of time in accordance with KHA policies. Regardless of any notice of absence, if the entire household is absent beyond 90 consecutive days, KHA will consider the unit to be abandoned and will proceed to terminate the family's participation and the HAP to the owner even if the family continues to pay rent and/or utilities.
7. Notify KHA and the owner in writing at least 30 days before moving out of the unit or terminating the lease.
8. Use the assisted unit for residence only by the family that is listed on the HAP contract and the lease. The unit must be the family's only residence.
9. Notify KHA in writing within 30 days of the birth, adoption or court-awarded custody of a child.
10. Request KHA's written approval to add any other family member as an occupant of the unit.
11. Notify KHA in writing within 30 days if any family member no longer lives in the unit.
12. Give KHA a copy of any owner eviction notice within 30 days of the date the notice is received.
13. Attend informational briefings and required appointments including but not limited to those scheduled to discuss violations of family obligations and allegations of criminal activity in the family's unit, building or neighborhood.
14. Request and obtain KHA approval before adding a live-in aide or foster child/adult to the household.
15. Report all changes in annual income within 30 days if the family has zero income prior to the change.
16. Maintain the assisted unit in accordance with Housing Quality Standards (HQS). The participant is responsible for keeping the unit in compliance with HQS, including maintaining appliances, paying utility bills and ensuring continuous utility service for any appliances and utilities that the owner is not required to provide under the lease and HAP contract. The participant *is not* responsible for owner-related HQS fail items.
17. Allow KHA and/or owner to inspect the dwelling unit at reasonable times and after reasonable notice, and allow the owner/landlord access to the unit to make repairs. See [24 CFR 981.551\(d\)](#).
18. Continue to meet ongoing eligibility requirements in the case of students. If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children and is not residing with his/her parents in an HCV assisted household, KHA will terminate the student's assistance if, at the time of re-examination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit. KHA is required by HUD to terminate a family's assistance if they do not meet this obligation. See [24 CFR 982.552\(b\)\(5\)](#).
19. Follow KHA's policy regarding guests. A *guest* is defined as a person temporarily staying in the unit with the consent of the head of household or other adult member. See [24 CFR 5.100](#). A guest may visit a family in an assisted unit for a total of 30 calendar days in a calendar year; however, each visit cannot exceed seven consecutive calendar days. A visit is defined as an overnight stay. Participants may request a time extension to this visitor timeframe. Persons that exceed the time as a guest will

be considered an unauthorized occupant and the family will be subject to program termination. Verification of an unauthorized occupancy can be established through the following:

- (1) Government issued ID's or reports;
- (2) Utility Bills for the assisted unit;
- (3) Property sign-in logs; and/or
- (4) Other documentation or investigations.

The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative or in the case of a voucher holder participating in the homeownership program).
2. Be evicted due to serious violation of the lease. KHA is required by HUD to terminate a family's assistance if they do not meet this obligation. See [24 CFR 982.552\(b\)\(2\)](#). KHA considers a family evicted if the landlord files an eviction action and the court enters an order of possession, even if: 1) a money judgment is not entered concurrently with the order of possession, or 2) the family moves out of the subsidized unit before the order of possession is entered or physically enforced. KHA may consider a family to be evicted if the order of possession is an agreed order. KHA will not consider a family to be evicted, however, if the order of possession is entered concurrently with a written settlement agreement pursuant to which the family repays all unpaid back rent and rent when due while they remain in possession of the subsidized unit.
3. Commit any serious or repeated violation of the lease, even if the violation does not lead to eviction. Serious or repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity.
4. Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
5. Engage in, or allow guests to engage in, drug-related criminal activity. See [24 CFR 982.553\(b\)](#) and [24 CFR 5.100](#).
  - a. *Drug-related criminal activity* is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug [[24 CFR 5.100](#)]. *Drug* means a controlled substance as defined in Section 802 of the Controlled Substances Act [[21 USC 802](#)] or any other illegal drug.
  - b. KHA may terminate assistance for a family if:
    - i. Any household member or guest, including those who are 17 years of age, is currently engaged in drug-related criminal activity, or has engaged in drug-related criminal activity within the past three years.
    - ii. Any illegal drug use or pattern of illegal drug use by a household member or guests, including those who are 17 years of age, interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
  - c. KHA may terminate assistance for drug-related criminal activity by a household member if KHA determines that the household member has engaged in the activity within the last three years.
6. Engage in, or allow guests to engage in, violent criminal activity. See [24 CFR 982.553\(b\)](#) and [24 CFR 5.100](#).

- a. *Violent criminal activity* is defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [[24 CFR 5.100](#)].
  - b. KHA may terminate assistance for criminal activity by a household member or guest if KHA determines that the household member has engaged in the activity within the last three years.
7. Engage in, or allow guests to engage in, other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. *Immediate vicinity* means within a one mile radius of the premises. [See 24 CFR 5.100.](#)
8. Engage in, or allow guests to engage in, behavior that disturbs or threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. This includes behavior related to the abuse of alcohol. *Immediate vicinity* means within a one mile radius of the premises. [See 24 CFR 5.100.](#)
9. Sublease or let the unit, assign the lease or transfer the unit. This includes receiving payment to cover rent or utility cost by a person living in the unit who is not listed as a family member.
10. Receive Housing Choice Voucher program housing assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state or local housing assistance program. See [24 CFR 982.551\(n\)](#).
11. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises. [See 24 CFR 5.100.](#)
12. Fail to attend two consecutive, scheduled re-examination appointments without KHA approval.
13. Receive Housing Choice Voucher program housing assistance while residing in a unit owned by a spouse, domestic partner, parent, child, grandparent, grandchild, sister or brother of any member of the family, unless KHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
14. Threaten or engage in, or allow guests to threaten or engage in, abusive or violent behavior or criminal activity toward KHA personnel or its representatives. See [24 CFR 982.552\(c\)\(1\)\(ix\)](#) and [24 CFR 5.100](#). KHA personnel include KHA employees or KHA contractors, subcontractors or agents. *Abusive or violent behavior towards KHA personnel or agents and contractors* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
15. Possess or use a firearm or aggravated assault weapon in violation of federal, state or local criminal or civil laws. This obligation applies to any household member and/or their guests while on the property or within the immediate vicinity of the property. [See 24 CFR 5.100.](#)
16. Be subject to a lifetime requirement to register as a sex offender in any state or territory of the United States.
17. Have committed or be convicted of child molestation.

18. Have committed or be convicted of a drug-related crime for the manufacture or production of methamphetamine on the premises of federally assisted housing. KHA is required by HUD to terminate a family's assistance if they do not meet this obligation. See [24 CFR 982.553\(b\)\(1\)\(ii\)](#).
19. Have committed or be convicted of arson.
20. Have had any public housing authority (PHA) previously terminate assistance under any federally assisted housing program within the last three years. See [24 CFR 982.552\(c\)\(1\)\(iii\)](#). This policy excludes voluntary terminations.
21. Currently owe rent or other amounts to any PHA in connection with the HCV (including PRA and RAD), Moderate Rehabilitation or public housing programs, unless the family currently has a repayment agreement and is complying with its terms. See [24 CFR 982.552\(c\)\(1\)\(v\)](#). This includes, but is not limited to:
  - a. Failure to reimburse a PHA for amounts the PHA paid to an owner for amounts owed by the family under the lease.
  - b. Breaching the terms of a repayment agreement entered into with KHA. See [24 CFR 982.552\(c\)\(1\)\(vii\)](#). See [Chapter 14-Program Integrity](#) for further discussion on repayment agreements.

#### 12-I.E. Family Self Sufficiency

KHA will **not** end a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency program.

#### 12-I.F. HAP Payments to Owners

Failure of KHA to make a HAP payment to the owner is not a violation of the lease between the participant and the owner.

#### 12-I.G. Insufficient Funding

[\[24 CFR 982.454\]](#)

If KHA determines there is a shortage of funding, prior to terminating any HAP contracts, KHA will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, KHA will terminate HAP contracts as a last resort. HAP contracts for special purpose vouchers as described in [Section 4-III.B Selection and HCV Funding Sources](#) will be terminated last.

Before terminating any HAP contracts, KHA will inform the local HUD field office and terminate the minimum number needed in order to reduce HAP costs to a level within KHA's annual budget authority.

If KHA must terminate HAP contracts due to insufficient funding, KHA will make public its plan for terminating assistance.

## Part II: Approach to Termination of Assistance

#### 12-II.A. Method of Termination

HUD permits KHA to terminate assistance by:

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



#### 12-II.B. Alternatives to Termination of Assistance

Except where otherwise required by HUD, KHA may consider alternatives to terminating assistance such as requiring that any household member who took part in or was responsible for an offense no longer resides in the unit [[24 CFR 982.552\(c\)\(2\)\(ii\)](#)]. Upon consideration of such alternatives and factors, KHA may, on a case- by- case basis, choose not to terminate assistance.

#### 12-II.C. Consideration of Circumstances

[[24 CFR 982.552\(c\)\(2\)\(i\)](#)], [[24 CFR 982.555\(e\)\(6\)](#)]

KHA may consider all relevant circumstances when deciding to terminate assistance. For all discretionary termination decisions, however, KHA will consider relevant circumstances, provided those circumstances are factually supported by a preponderance of the evidence as determined by the informal hearing officer in the hearing decision. The hearing officer will further consider any claimed or documented disability as a mitigating factor against termination.

See [24 CFR 982.552](#)(b) and (c) for mandatory versus discretionary terminations.

#### 12-II.D. Termination Process

If a family's assistance is to be voluntarily ended, KHA issues the family a Final Termination Notice indicating that the termination is per the family's request. If a family's assistance is to be ended involuntarily, KHA must give the family and the owner a written Intent to Terminate (ITT) notice that specifies the reasons for which assistance has been terminated and the family's right to an informal hearing.

If a criminal record is the basis of the termination, KHA will provide a copy of the record to the family. A copy of the criminal record also must be provided to the subject of the record at the listed address. [[24 CFR 982.553\(d\)](#)]

After KHA issues the ITT, the family has a right to request an informal hearing. If a family does not request an informal hearing within the required time period, KHA will issue a notice of termination. If a family does request an informal hearing, the result of the hearing will determine whether a notice of termination is issued. If a notice of termination is issued, it will indicate the effective date of the termination.

#### 12-II.E. How Termination of Assistance Affects the HAP Contract and Lease

When the family's assistance is terminated, the lease and HAP contract terminate automatically.

#### 12-II.F. Effect of Tenancy Termination on the Family's Assistance

If an eviction is not due to a serious or repeated violation of the lease, and if KHA has no other grounds for termination of assistance, the participant will be issued a new voucher so that the family can move with continued assistance.

#### 12-II.G. Termination of Tenancy by the Owner

[[24 CFR 982.310](#)]

Termination of an assisted tenancy is a matter between the owner and the family; KHA is not directly involved. However, as discussed above, violations of the lease can lead to termination from the HCV program.

## Chapter 13 – Owners

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### Introduction

Owners play a central role in the HCV program by supplying decent, safe and sanitary housing for participating families. Owners have many responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease and complying with various contractual obligations.

### Part I: Owners in the HCV Program

#### 13-I.A. Owner Recruitment

KHA strives to reach owners with units outside areas of high poverty or minority concentration. To accomplish this KHA will:

- Conduct periodic seminars, meetings and other outreach efforts with current and prospective owners to explain and provide HCV program updates;
- Issue regular owners' newsletters;
- Join associations of owners/managers of rental property;
- Staff speakers' bureau by advertising the ability of guest speakers for meetings of local community groups; and
- Maintain the KHA HQS Inspection Guidebook;

KHA may undertake additional services on an as-needed basis and as resources permit.

#### 13-I.B. Initial Eligibility

[\[24 CFR 982.306\]](#)

Before executing a HAP contract and processing housing assistance payments, KHA must determine that the owner of the assisted unit is eligible to participate in the HCV program. Therefore, upon receiving a Request for Tenancy Approval (RFTA) or prior to a change of ownership and/or management KHA will screen owners/property managers (if not screened within the last 90 days). KHA will not approve an assisted tenancy if:

- KHA has been informed (by HUD or otherwise) that the owner is debarred, suspended or subject to a limited denial of participation under [2 CFR part 2424](#).
- HUD has directed KHA not to approve a tenancy request because:
  - The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
  - A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner is the parent, spouse, domestic partner, child, grandparent, grandchild, sister or brother of any member of the family; unless KHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
  - This restriction against KHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a unit, but does not apply to KHA's approval of a new tenancy with continued tenant-based assistance in the same unit.
  - Current contracts on behalf of owners and families who are related may continue. However,

any new leases or contracts for these families may not be approved, except if they are a result of the merger to the HCV program.

- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The owner has engaged in any of the following in the last three years:
  - Drug-related criminal activity;
  - Violent criminal activity; or
  - Illegal possession and/or use of a firearm or aggravated assault.
- The owner has been convicted of arson or a crime that requires them to be registered under a state sex offender registration program, including the ten-year State Sex Offender Registration Act.

KHA may choose not to approve an assisted tenancy if:

- The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has a history or practice of non-compliance with HQS for units leased under the tenant or project-based programs or any other federal housing program.
- The owner has a history or practice of failing to terminate tenancy of tenants assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, employees of KHA, or owner employees or other persons engaged in management of the housing;
  - Threatens the health or safety of persons residing in the immediate vicinity of the premises, or threatens their right to peaceful enjoyment of their residences; or
  - Takes part in drug-related criminal activity or violent criminal activity.
- The owner has a history or practice of renting units that fail to meet state or local housing codes;
- The owner has not paid state or local real estate taxes, fines or assessments, has outstanding debt(s) to KHA and/or another public housing authority or has foreclosure activity;
- The owner has engaged in violent behavior toward KHA's personnel (including a KHA employee, KHA contractor, subcontractor or agent); or
- The owner fails to prove legal ownership of unit.

If the KHA disapproves an owner, it will not terminate the HAP contract for families that are already living in the owner's properties unless the owner has violated the HAP contract for such units. When applicable, owners may request a review of KHA's decision to deny a RFTA and/or terminate a HAP contract.

### 13-I.C. Conflict of Interest

[\[24 CFR 982.161\]](#)

Neither KHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with tenant-based programs in which any of the following classes of persons has any direct or indirect interest during their tenure or for one year thereafter:

- Any present or former member or officer of KHA (except a participant commissioner);
- Any employee of KHA, or any contractor, subcontractor or agent of KHA, who creates policy or who influences decisions with respect to the programs;
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
- Any member of the Congress of the United States.

Any member of the classes described in this section must disclose their interest or prospective interest to KHA and HUD.

The HUD field office may waive the conflict of interest prohibition under this sections for good cause.

### 13-I.D. Owner Responsibilities

[\[24 CFR 982.452\]](#)

Under the HAP contract and other applicable laws, the owner is responsible for:

- Performing all the owner's obligations under the HAP contract and the lease, including furnishing all required information to KHA.
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit and deciding if the family is suitable for tenancy of the unit.
- Complying [with Violence Against Women Act \(VAWA\) Reauthorization Act of 2013](#) when screening and terminating tenants.
- Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible, as provided in [24 CFR 982.404\(b\)](#). However, KHA may terminate assistance to a family because of an HQS breach caused by the family.
- Collecting from the family:
  - Any security deposit;
  - The tenant contribution; and
  - Any charges for unit damage by the family.
- Enforcing tenant obligations under the lease.
- Paying for utilities and services (unless paid by the family under the lease).
- Complying with the Illinois Safe Homes Act ([765 ILCS 750](#) et seq.).
- Notifying KHA of any changes to their bank accounts for the purposes of direct deposit. If owners fail to notify KHA, they will be subject to fees and/or penalties for non-compliance.

KHA encourages owners and property managers to complete a briefing session.

## Part II. HAP Contracts

### 13-II.A. Termination of HAP Payments

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

KHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated. HAP payments terminate when the contract terminates or when the tenancy is terminated in accordance with the lease.

If the owner is in compliance with the HAP contract and has initiated eviction proceedings against the family and the family continues to reside in the unit, KHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant. To continue to make housing assistance payments, KHA will require that:

- The owner informs KHA when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit; and
- The owner informs KHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant, and provide KHA with a copy of such judgment or determination.

Once the owner has obtained a court judgment or other process allowing the owner to evict the tenant, KHA

will terminate the HAP contract and initiate termination proceedings if it has not already done so in accordance with the policies in [Chapter 12-Terminations](#).

### 13-II.B. Breach of HAP Contract

[\[24 CFR 982.453\]](#)

Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS;
- If the owner has violated any obligation under any other HAP contract under Section 8 of the 1937 Housing Act [\[42 USC 1437f\]](#);
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable program, or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan;
- If the owner has engaged in drug-related criminal activity;
- If the owner has committed any violent criminal activity; or
- If KHA is informed (by HUD or otherwise) and/or discovers that the owner no longer meets initial eligibility or owner responsibilities requirements.

### KHA Remedies

[\[24 CFR 982.404\]](#)

If the owner fails to maintain the dwelling unit in accordance with HQS, KHA must take prompt and vigorous action to enforce the owner obligations.

If KHA determines that a breach of the HAP contract has occurred it may exercise any of its rights and remedies under the HAP contract.

KHA's rights and remedies against the owner under the HAP contract include:

- A mandatory meeting with KHA;
- Recovery of any HAP overpayment;
- Suspension of housing assistance payments;
- Abatement or reduction of the housing assistance payment, and
- Termination of payment or HAP contract.

KHA may also obtain additional relief by judicial order or action.

KHA must notify the owner of its determination and provide in writing the reasons. The notice may require the owner to take corrective action by an established deadline. KHA must provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

In all cases, the HAP contract terminates at the end of the calendar month following the date which KHA gives written notice. It does not entitle the owner to any housing assistance payment after this period and must return any HAP received after this period.

## Chapter 14 – Program Integrity

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### Introduction

KHA is committed to ensuring that subsidy funds made available are spent in accordance with HUD requirements and [KHA's Ethics Policy](#).

### Part I: Preventing and Detecting Program Abuse

#### 14-I.A. Preventing Errors and Program Abuse

The term error refers to an unintentional mistake or omission. Program abuse or fraud refers to a single act or pattern of actions that represents a false statement, omission or concealment of a substantial fact made with the intent to deceive or mislead.

To ensure that KHA's HCV program is effectively administered and according to the highest ethical and legal standards, KHA employs a variety of techniques to ensure that both errors and intentional program abuse are rare. KHA provides each employee with the necessary training on program rules and regulations.

#### 14-I.B. Detecting Errors and Program Abuse

HUD requires that KHA participate in the quality control activities under the Section 8 Management Assessment Program (SEMAP). Additionally, KHA monitors program actions through its internal compliance program. KHA also uses results reported in any independent audit or HUD monitoring reports to identify potential program abuses and to assess the effectiveness of KHA's error detection and abuse prevention efforts.

### Part II: Corrective Measures and Penalties

#### 14-II.A. Subsidy Under- or Over-Payments

A subsidy under-payment or over-payment includes an incorrect HAP to the owner, incorrect family share established for the family and an incorrect utility reimbursement to a family. Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, KHA must promptly correct the HAP, family share and any utility reimbursement prospectively.

Whether the family or owner is required to reimburse KHA or KHA is required to make retroactive subsidy payments to the owner or family depends upon which party is responsible for the incorrect subsidy payment and whether the action taken was an error or program abuse. KHA will make this determination and issue the results of the determination in writing.

When an action or inaction of an owner or participant results in the overpayment of housing assistance, KHA holds the appropriate party liable to return any overpayments to KHA. KHA will enter into repayment agreements in accordance with the policies discussed in the sections below to recover overpayments. When an owner or participant refuses to repay monies owed, KHA will utilize other available collection alternatives including, but not limited to, collection agencies, small claims court or civil law suit.

#### 14-II.B. Family-Caused Errors and Program Abuse

When a family abuses the program, KHA may, at its discretion:

- Require repayment of the excess subsidy;
- Require removal of the culpable family member; or
- Terminate assistance or pursue other appropriate remedies

KHA may, but is not required to, offer the family a repayment agreement. If the family refuses to repay the debt or enter into a repayment agreement, or breaches a repayment agreement, KHA will terminate the assistance upon notification and pursue other modes of collection.

KHA will not reimburse the family for any underpayment of assistance when the underpayment is caused by the family.

If any member of the household has a repayment agreement with KHA and the member is removed from the family composition, the debt will be transferred to the succeeding head of household and co-head or spouse.

##### Repayment Agreement

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

By entering a repayment agreement with the participant, and in the event the participant breaches the payment agreement, KHA does not waive its right to pursue a termination for the underlying cause which gave rise to the outstanding debt.

KHA may enter into repayment agreements for amounts not to exceed \$5,000. For amounts greater KHA will pursue other modes of collection.

##### Down Payment Requirement

Upon execution of a repayment agreement, the family must pay either the balance owed to the KHA or a down payment of \$500.

For families repaying rent owed due to a temporary hardship exemption, there is no minimum down payment. KHA does not have any other hardship exemption. The family must comply with the Repayment Agreement Guidelines despite any change in circumstances beyond the family's control.

##### No Offer of Repayment Agreement

KHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family.

KHA will only enter into one repayment agreement with a family during the family's tenure on the program. Subsequent events will be automatic grounds for termination.

#### 14-II.C. Owner-Caused Error or Program Abuse

In all cases of overpayment of subsidy caused by the owner, the excess amount received must be re-paid to KHA. KHA may recover overpaid amounts by withholding HAP due for subsequent months. If the debt is large, KHA may allow the owner to pay in installments over a period of time.

If the owner refuses to repay the debt or does not repay the debt, KHA will abate the debt from future payments made to the owner through participation in the program. If the amount owed by the owner is not

repaid, or the owner leaves the program, KHA will pursue other modes of collection, including litigation and debt collection agencies. If the owner seeks to be discharged from the debt through a bankruptcy filing, and if the debt is due to fraud against the program, KHA will object to the discharge of the debt.

#### 14-II.D. KHA-Caused Errors or Program Abuse

KHA-caused incorrect subsidy determinations include failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, assigning an incorrect voucher size to a family and errors in calculation.

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

KHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse.

#### 14-II.E. Criminal Prosecution

If KHA determines that program abuse by an owner, family, or KHA staff or managing agents has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, KHA will refer the matter to the HUD Offices of the Inspector General or other appropriate entity.

#### 14-II.F. Civil Prosecution/Recovery

KHA may, at its discretion and in accordance with federal law, recover funds fraudulently obtained by families or owners, and keep a portion of the recovered funds. KHA may receive these funds through civil litigation, court order, or repayment agreement. [[24 CFR 982.163](#)].



## Chapter 15 – Special Housing Types

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### Introduction

KHA permits families to utilize the following special housing types:

- Single Room Occupancy housing;
- Congregate housing;
- Group homes;
- Shared housing;
- Cooperative housing; and
- Homeownership.

KHA will not allow families that own a manufactured housing unit to lease home spaces or pads since such housing is prohibited by municipal law.

Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

### Part I: Single Room Occupancy

[\[24 CFR 982.602-605\]](#)

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. KHA does not permit the use of single room occupancy housing in its program except as a reasonable accommodation to a person with disabilities.

### Part II: Congregate Housing

[\[24 CFR 982.606-609\]](#)

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by KHA, a family member or live-in aide may reside with the elderly person or person with disabilities. KHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in congregate housing, a separate lease and Housing Assistance Payment (HAP) contract are executed for each assisted family.

### Part III: Group Home

[\[24 CFR 982.610-614\]](#)

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom and other appropriate social, recreational or community space that

may be shared with other residents. No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by KHA, a live-in aide may live in the group home with a person with disabilities. KHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family.

## Part IV: Shared Housing

[\[24 CFR 982.615-618\]](#)

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by KHA, a live-in aide may reside with the family to care for a person with disabilities. KHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family.

## Part V: Cooperative Housing

[\[24 CFR 982.619\]](#)

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged "rent" a cooperative member is charged a "carrying charge."

When providing HCV assistance in cooperative housing, the HAP contract is used.

## Chapter 16 – Program Administration

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### Introduction

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan.

### Part I: Administrative Fee Reserve

[\[24 CFR 982.155\]](#)

An administrative fee reserve allows the program to pay program administrative expenses in excess of administrative fees paid by HUD. The use of administrative fee reserves is authorized by the Executive Director or his or her designee and is restricted to activities related to rental assistance under the HCV program.

Expenditures from the administrative fee reserve will be made in accordance with all applicable federal requirements. Expenditures will not exceed \$20,000 per occurrence without the prior approval of the KHA's Board of Commissioners.

### Part II: Setting Program Standards and Schedules

#### 16-II.A. Overview

Although many of the program's requirements are established by HUD, flexibility is required to allow KHA to adapt the program to local conditions. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive; and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities.

#### 16-II.B. Payment Standards

[\[24 CFR 982.503\]](#)

The payment standard sets the maximum subsidy payment a family can receive from KHA each month [\[24 CFR 982.505\(a\)\]](#). Payment standards are set for each unit size and are based on fair market rents (FMR) published annually by HUD. The FMR is set at the 50<sup>th</sup> percentile of rents within the metropolitan area.

KHA payment standards vary by zip code, and can be found on the KHA website.

#### Updating Payment Standards

When HUD updates its FMRs, KHA must update its payment standards if they are no longer within the range [\[24 CFR 982.503\(b\)\]](#). HUD may require KHA to make further adjustments if it determines that rent burdens for assisted families are unacceptably high [\[24 CFR 982.503\(g\)\]](#).

KHA will review the appropriateness of the payment standards on an annual basis. In addition to ensuring the payment standards are always within 90 to 120 percent of FMR, the following factors are also taken into account when determining whether an adjustment should be made to the payment standard schedule.

- **Funding availability:** KHA will review the budget to determine the impact projected subsidy adjustments will have funding available for the program and the number of families served. KHA

will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

- Rent burden of participating families: When 40 percent or more of families for any given unit size are paying more than 30 percent of adjusted monthly income, KHA will consider increasing the payment standard. In evaluating rent burdens, KHA will not include families renting a larger unit than the family unit size listed on the voucher.
- Quality of units selected: KHA will review the quality of units selected by participants when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.
- Changes in rent to owner: KHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

#### Applying Payment Standards

[\[24 CFR 982.505 \(b-\) \(d\)\]](#)

The payment standard for a family is based on the lower of unit size or the number of bedrooms the family qualifies for due to the family composition.

When KHA revises its payment standards during the term of the HAP contract it will apply the new payment standards in accordance with HUD regulations. Families under a HAP contract at the time of a decrease in the payment standard will continue to use the higher payment standard as long as they continue to receive voucher assistance in that unit. If the payment standard is increased during the term of the HAP contract, the higher will be used to calculate the HAP beginning on the effective date of the family's first regular re-examination.

Families requiring or requesting interim re-examinations will not have their HAP payments calculated using the higher payment standard until their next regular re-examination.

Regardless of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular re-examination following the change in family unit size.

#### Exception Payment Standards

[\[24 CFR 982.503\(c\)\]](#)

KHA has established payment standards that are higher than the basic range. Approval of exception payment standards is determined on a case-by-case basis.

#### 16-II.C. Utility Allowances

[\[24 CFR 982.517\]](#)

An established utility allowance schedule is used in determining family share and subsidy. KHA will maintain a utility allowance schedule for all tenant-paid utilities, the cost of tenant-supplied refrigerators and stoves, and other tenant-paid housing services such as trash collection. KHA utility allowance schedule does not include an allowance for air-conditioning. KHA may approve a higher utility allowance as a reasonable accommodation with supporting documentation and approval.

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

KHA must review its schedule of utility allowances each year and must revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised.

## Part III: Informal Reviews and Hearings

### 16-III.A. Informal Reviews

[\[24 CFR 982.554\]](#)

Program applicants who are denied assistance may request an informal review of that decision. Informal reviews are intended to provide a “minimum hearing requirement” and need not be as complex as the informal hearing requirements.

#### Decisions Subject to Informal Review

Denial of assistance may include any or all of the following [\[24 CFR 982.552\(a\)\(2\) \(c\); 24 CFR 982.553\]](#):

- Denying listing on the KHA waiting list;
- Denying or withdrawing a voucher;
- Refusing to enter into a HAP contract or approve a lease;
- Refusing to process or provide assistance under portability procedures;
- Denial of assistance based on unfavorable history involving criminal activity that disturbs the health and safety and peaceful enjoyment of the premises (see [Section 3-III.C Other Permitted Reasons for Denials of Assistance](#)); and
- Denial of assistance based on information, investigation, background checks, and/or arrests or convictions of an unfavorable history that may be the result of domestic violence, sexual violence, dating violence, sexual assault or stalking (see [Section 2-III Violence Against Women Act](#)).

KHA will not offer informal reviews for the following reasons [\[24 CFR 982.554\(c\)\]](#):

- Discretionary administrative determinations by KHA;
- General policy issues or class grievances;
- Failure to be selected for a spot on the waiting list;
- Removing (or “purging”) applicants from the waiting list for failure to respond to KHA communication;
- A determination of the family unit size under the KHA subsidy standards;
- A determination not to grant approval of the tenancy;
- A determination that the unit is not in compliance with the HQS; or
- A determination that the unit is not in compliance with the HQS due to family size or composition.

#### Scheduling and Holding an Informal Review

A request for an informal review must be made in writing to KHA by the close of the business day no later than 10 calendar days from the date of the KHA’s denial of assistance.

Except as provided in [Section 2-III Violence Against Women Act](#), KHA will schedule and send written notice of the informal review within a reasonable time of the family’s request and will hold the review within a reasonable time from the date of the family’s request.

At the discretion of KHA, mitigating factors may be considered for the admission of the applicant family.

#### Informal Review Procedures

[\[24 CFR 982.554\(b\)\]](#)

The family at their own expense may be represented by a lawyer or other representative at the informal review. Legal representation is not allowed during any of the following events: new admission eligibility appointments, regular re-examination appointments or interim re-examinations requested by the family.

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

The applicant must be given a copy of any record, including background checks, if the denial is based on criminal activity. The applicant must be provided an opportunity to present written or oral objections to the decision of KHA.

#### Informal Review Decision

[\[24 CFR 982.554\(b\) \(3\)\]](#)

In rendering a decision, KHA will evaluate all relevant facts related to the denial.

KHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. Generally, the notice will be mailed within 30 calendar days of the informal review. If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family does not appear at the scheduled time, and was unable to reschedule the informal review in advance due to the nature of the conflict, the family must contact KHA by telephone or in writing within 24 hours of the scheduled informal review date, excluding weekends and holidays. KHA will reschedule the informal review only if the family can show good cause for the failure to appear. The family must provide all requested documentation of good cause in writing within 10 days. If the family misses the rescheduled informal review, the family's assistance will be denied.

#### 16-III.B. Informal Hearings for Participants

[\[24 CFR 982.555\]](#)

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

#### Decisions Subject to Informal Hearing

Circumstances for which KHA will give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the HAP;
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the utility allowance schedule;
- A determination of the family unit size;
- A determination to terminate assistance for a participant family because of the family's actions or failure to act, including but not limited to criminal activity;

- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under KHA policy and HUD rules;
- A determination to terminate a family's Family Self Sufficiency (FSS) contract, withhold supportive services, or propose forfeiture of the family's escrow account; and
- A determination based on information, investigation, background checks and/or arrests or convictions to terminate assistance based on an unfavorable history.

Circumstances for which KHA will not give a participant family an opportunity for an informal hearing are as follows:

- Discretionary administrative determinations by KHA;
- General policy issues or class grievances;
- Establishment of the schedule of utility allowances for families in the program;
- A determination not to approve an extension of a voucher term;
- A determination not to approve a unit or tenancy;
- A determination that a unit selected by the applicant is not in compliance with HQS;
- A determination that the unit is not in accordance with HQS because of family size; and
- A determination to exercise or not to exercise any right or remedy against an owner under a HAP contract.

### Informal Hearing Procedures

#### *Notice to the Family*

[\[24 CFR 982.555\(c\)\]](#)

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

In cases where KHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- A brief statement of the reasons for the decision including the regulatory reference;
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision; and
- A deadline for the family to request the informal hearing.

#### *Scheduling and Holding an Informal Hearing*

[\[24 CFR 982.555\(d\)\]](#)

A request for an informal hearing must be made in writing to KHA within 30 calendar days from the date of KHA's decision or notice to terminate assistance. KHA will schedule and send written notice of the informal hearing to the family and will hold the hearing within a reasonable time of the family's request. If the family misses the scheduled hearing, the family's assistance will be terminated.

Prior to the date scheduled for the hearing, the family may submit a request orally or in writing to reschedule a hearing for good cause. If the family misses the rescheduled hearing, the family's assistance will be terminated.

If the family does not appear at the scheduled time, and is unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact KHA orally or in writing within 24 hours of the scheduled hearing date, excluding weekends and holidays. KHA will reschedule the hearing only if the family can show

good cause for the failure to appear. KHA may request documentation of the good cause prior to rescheduling the hearing. If the family misses the rescheduled hearing, the family's assistance will be terminated.

*Pre-Hearing Right to Discovery*

[\[24 CFR 982.555\(e\) \(2\)\]](#)

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

The family will be allowed to copy any documents related to the hearing. The family must request discovery of the KHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

KHA must be given an opportunity to examine at the KHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, KHA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing. The participant must make the documents available no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

*Attendance at the Informal Hearing*

KHA has designated staff to serve as hearing officers. At their own expense, the family may be represented by a lawyer or other representative at the informal hearing. The family also has the right for an interpreter at KHA's expense to attend the hearing. Hearings may be attended by the following people:

- A KHA representative(s) and any witnesses for KHA;
- The participant and any witnesses for the participant;
- The participant's counsel or other representative; and
- An interpreter, if necessary.

*Conduct at Hearings*

[\[24 CFR 982.555 \(e\)\(4\)\(ii\)\]](#)

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer. If disruptive behavior is displayed by the participant, the hearing officer will end the hearing and the participant's HCV assistance will be terminated.

*Evidence*

[\[24 CFR 982.555\(e\)\(5\)\]](#)

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

Hearsay evidence will be admissible at informal hearings; however, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.



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

If either KHA or the family fail to comply with the discovery requirements described above, the hearing officer may refuse to admit such evidence. Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Evidence of drug related/violent criminal activity:

KHA may terminate assistance for criminal activity by a household member if KHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity. While KHA may terminate assistance based on the conduct underlying an arrest, KHA may not base a termination decision solely on a record of arrest(s). See [PIH Notice 2015-19](#). Evidence of drug-related/violent criminal activity includes, but is not limited to:

- Any conviction for drug-related/violent criminal activity within the past three years;
- Any arrests for drug-related/violent criminal activity within the past three years if substantiated by corroborating evidence;
- Any record of eviction from public or privately owned housing as a result of criminal activity within the past three years;
- Eye-witness accounts; and
- An investigation by any agent and/or employee of KHA indicating current drug-related activity.

Evidence of alcohol abuse:

KHA will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the abuse of alcohol.

*Hearing Officer's Decision*

[\[24 CFR 982.555\(e\)\(6\)\]](#)

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

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

- **KHA notice to the family:** The hearing officer will determine if the reasons for KHA's decision are factually stated in the notice;
- **Discovery:** The hearing officer will determine if KHA and the family were given the opportunity to examine any relevant documents in accordance with KHA policy;
- **KHA evidence to support the KHA decision:** The hearing officer will evaluate the facts to determine if they support KHA's conclusion;
- **Validity of grounds for termination of assistance (when applicable):** The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and KHA policies; and

- **Conduct at Hearings:** The hearing officer has discretion to take into account any disruptive behavior that the participant partakes in during the hearing, if applicable.

The hearing officer will issue a written decision to the family and KHA no later than 30 calendar days after the hearing. The decision will contain the following information:

- **Hearing information;**
- **Background;**
- **Summary of the Evidence;**
- **Findings of Fact:** The hearing officer will include all findings of fact based on a preponderance of the evidence;
- **Conclusions;** and
- **Order:** The hearing report will include a statement of whether the KHA's decision is upheld or overturned.

KHA will not provide a transcript of an audio taped hearing.

*Procedures for Rehearing or Further Hearing*

If the family misses an appointment or deadline ordered by the hearing officer, the action of KHA will take effect and another hearing will not be granted.

In addition, within 30 calendar days after the date the hearing officer's report is mailed to KHA and the participant, either party may request a rehearing or a further hearing. The request must demonstrate cause, supported by specific references to the hearing officer's report, why the request should be granted.

A rehearing or a further hearing may be requested for the purpose of rectifying any obvious mistake of law made during the hearing or any obvious injustice not known at the time of the hearing.

It shall be within the sole discretion of KHA to grant or deny the request for further hearing or rehearing.

*KHA Notice of Final Decision*

[\[24 CFR 982.555\(f\)\]](#)

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

If KHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, KHA must promptly notify the family of the determination and the reason for the determination. KHA will mail a "Notice of Final Decision" including the hearing officer's report to the participant and their representative.

### 16-III.C. Hearing and Appeal Provisions for Non-Citizens

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

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

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

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

#### USCIS Appeal Process

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

KHA will notify the family in writing of the results of the USCIS secondary verification within 15 calendar days of receiving the results. If the family would like to request an appeal of the results, they must provide KHA with a copy of the written request for appeal and proof of mailing within 15 calendar days of sending the request to the USCIS.

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

#### Informal Hearing Procedures for Applicants

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

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

Except as otherwise noted in this section, informal hearing procedures for participant families described in [Section 16-III.B Informal Hearings for Participants](#) also apply to applicant or participant families facing denial or termination of assistance based on immigration status.

### Part IV: Reporting for Children with Elevated Blood Lead Levels

[\[24 CFR 35.1225\(e\)-\(f\)\]](#)

KHA has certain responsibilities relative to children with elevated blood lead levels that are receiving HCV assistance.

KHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level. KHA must attempt to obtain from the public health department the names and/or addresses of children less than six years old with an identified elevated blood lead level.



If KHA obtains names and addresses of elevated blood lead level children from the public health department(s), this information will be matched with the names and addresses of families receiving HCV assistance. If a match occurs, KHA must carry out the notification, verification and hazard reduction requirements outlined in [Section 8-I.E Special Requirements for Children with Elevated Blood Lead Levels](#).

KHA provides an updated list of the addresses of units receiving assistance under the HCV program to the local public health department four times a year.

#### Part V: Communication to Participants

Participants are considered notified of information relating to their housing assistance five days after KHA mails information to their last known address.

## Chapter 17 – Property Rental Assistance Program

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### Introduction

This chapter describes the KHA policies related to Project-Based Vouchers (PBV), which KHA administers through its Property Rental Assistance program (PRA). PRA may include units that are owned (master-leased) by a third party and then sub-leased to participants.

### Part I: General Requirements

#### 17-I.A. Overview

KHA will operate the PRA PBV program using a portion of its HCV budget authority. PRA assistance may be awarded to existing, substantially rehabilitated and newly constructed housing.

#### 17-I.B. Tenant-Based vs. PRA Assistance

Except as otherwise noted in this chapter, KHA policies for the tenant-based voucher program also apply to the PRA program. For relevant policies not discussed in this chapter please refer to other sections of the Administrative Plan.

### PART II: PRA Owner Proposals

#### 17-II.A. Overview

This section describes KHA's policies for owner submission and selection of PRA PBV proposals.

#### 17-II.B. Owner Proposal Selection Process

KHA will select PRA proposals by any of the following two methods.

- PRA PBV applications. KHA may solicit applications on a competitive basis through a Request for Proposals (RFP) via the KHA's stated application process. KHA will not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PRA housing on different sites.
- Proposals that were previously selected based on a competition. KHA may consider an application and select a proposal for housing assisted under a federal, state or local government housing assistance, community development or supportive services program (e.g., HOME, affordable housing funds from the county and State of Illinois and units for which competitively awarded low income housing tax credits have been provided). Such applications are only considered if the housing was competitively selected within three years of the proposal selection date and where the earlier competitive proposal did not involve any consideration that the project would receive PRA assistance.

#### Solicitation and Selection of PRA Proposals

KHA will announce the availability of PRA and advertise its application process for existing, substantially rehabilitated and newly constructed housing by posting notice on its website at <http://www.Kendallhousing.org/>.

In order for a proposal to be considered, the owner must submit a complete proposal to KHA that responds to all the requirements in the application.

Using criteria in the application, KHA may select proposals for supportive housing projects that have less restrictive tenant screening requirements in the approved Tenant Selection Plan than those defined in the KHA Administrative Plan. All tenant screening requirements in the Tenant Selection Plan must meet minimum HUD requirements for eligibility.

KHA will evaluate each proposal on its merits using the factors in the RFP that will include, but are not limited to:

- The extent to which the property furthers the KHA goal of de-concentrating poverty and expanding housing and economic opportunities; and
- The extent to which the proposal complements other local activities, such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, Renewal Community or Neighborhood Stabilization Program, or Affordable Requirements (ARO) activities.

#### KHA-Owned Units

KHA may provide PRA assistance to KHA-owned units only if HUD or a HUD-approved independent entity determines that they were appropriately selected.

In addition, the following program services will be performed by the HUD-approved independent entity:

- Determine the amount of rent for the PRA assisted units;
- Establish initial contract rents based on an appraisal conducted by a licensed, state certified appraiser; and
- Perform inspections of the PRA assisted units in accordance with HQS.

#### 17-II.C. Housing Type

KHA may provide PRA assistance for units in existing housing. A housing unit is considered an existing unit if, at the time of KHA selection, the unit complies with HQS.

KHA may also provide PRA assistance to substantially rehabilitated or newly constructed housing. For these the owner must enter into an Agreement to Enter into a Housing Assistance Payments contract (AHAP).

#### 17-II.B. Prohibition of Assistance for Certain Units

##### Ineligible Housing Types

KHA will not provide PRA assistance to the following types of units:

- Shared housing units;
- Units on the grounds of a penal reformatory, medical, mental, or similar public or private institution;
- Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities, such as supportive living facilities in Illinois);
- Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students;
- Manufactured homes and transitional housing;
- Units occupied by an owner and by a family ineligible for participation in the PRA program; or
- Any other subsidized housing as prohibited by HUD [[24 CFR 983.54](#)].

## 17-II.D. Subsidy Layering and Environmental Reviews

### Subsidy Layering Review

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PRA program with other governmental housing assistance from federal, state or local agencies, including assistance such as tax concessions or tax credits.

PRA proposals may be submitted to HUD for a subsidy layering review, or KHA will rely on the subsidy layering reviews conducted by the State of Illinois or the local municipality. By executing the Housing Assistance Payment (HAP) contract, the owner certifies that the property has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development or operation of the housing other than assistance disclosed in the subsidy layering review.

### Environmental Review

KHA activities under the PRA program are subject to HUD environmental regulations in [24 CFR part 50](#) and [24 CFR part 58](#) and the National Environmental Policy Act of 1969 (et seq.). KHA will not enter into an AHAP or HAP contract until it has complied with the environmental review requirements.

## 17-II.E. Cap on Number of PRA Units in Each Property

Project caps are the maximum number of units in a single PBV project that can be project-based. Under HUD regulations, KHA may not exceed the limit of 25 units or 25 percent PRA-assisted units in a project. The following units are excluded from the cap: • Units exclusively serving elderly families • Units with households eligible for supportive services available to all families receiving PBV assistance • Units in a census tract with a poverty rate of 20% or less (subject to a higher 40% cap)

## 17-II.F. Site Selection Standards

### Compliance with PRA Goals, Civil Rights Requirements, and HQS Site Standards

It is KHA's goal to select sites for PRA housing that provide for de-concentrating poverty and expanding housing and economic opportunities. To achieve this goal KHA will limit approval of sites for PRA housing in census tracts that have poverty concentrations of 20 percent or less.

However, KHA may grant exceptions to the 20 percent standard where KHA determines that the PRA assistance will complement other local redevelopment activities designed to de-concentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract located in a HUD-designated Enterprise Zone, Economic Community, Renewal Community or Neighborhood Stabilization Program Area;
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;
- A census tract that is undergoing significant revitalization as a result of State of Illinois, local municipal, or federal dollars invested in the area;
- A census tract where new market rate units are being developed and where such market rate units will positively impact the poverty rate in the area;
- A census tract where there has been an overall decline in the poverty rate within the past five years; or
- A census tract where there are meaningful opportunities for educational and economic advancement.

### Site and Neighborhood Standards for All PRA Assisted Developments

KHA will not enter into an AHAP for substantial rehabilitation and new construction nor enter into a HAP contract for existing housing until it has determined that the site complies with the following HUD site and neighborhood standards. The site must:

- Be adequate in size, exposure and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Be accessible to social, recreational, educational, commercial and health facilities and services as well as other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons; and
- Except for housing designed for elderly persons, be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

### Additional Site and Neighborhood Standards for New Construction Developments Only

Newly constructed housing must also meet the following HUD standards:

- The site must not be located in an area of minority concentration unless KHA determines that sufficient comparable housing opportunities exist outside areas of minority concentration for minority families in the income range to be served by the proposed property, or that the property is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the property will cause a significant increase in the proportion of minority to non-minority residents in the area; and
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate.

## Part III: Dwelling Units

### 17-III.A. Housing Quality Standards

The HQS for the tenant-based program (described in [Chapter 8-Housing Quality Standards and Rent Reasonableness Determinations](#)) generally apply to the PBV program.

KHA will conduct HQS inspections for all units, emergency inspections and for turnover units. In such instances, KHA will submit a certification that inspections were completed by the anniversary date and KHA will conduct a comprehensive Quality Control Review (QC) and Asset Management Review (AMR) of such inspections to assure that they are performed in accordance with the inspection procedures. Owners that have maintained a two year consecutive Asset Management Review (AMR) of "Stable Status" will be allowed to receive HQS inspections biennially by KHA. Owners who maintain a "Watchlist" or "Trouble" AMR status will continue to receive annual HQS inspections by the procured vendor.

### Lead-Based Paint

The lead-based paint requirements for the tenant-based voucher program do not apply to the PRA program. Instead, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at [24 CFR part 35](#), subparts A, B, H and R, apply to the PRA program.

### 17-III.B. Housing Accessibility for Persons with Disabilities



The housing must comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. KHA must ensure that the percentage of accessible dwelling units complies with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at [24 CFR 8](#).

### 17-III.C. Inspecting Units

#### Pre-selection Inspection

In order to determine that the site meets site and neighborhood standards, KHA will examine the proposed site for substantially rehabilitated and new construction housing before the proposal selection date.

Prior to the proposal selection date, existing housing must be inspected to determine that the property complies with HQS. KHA will not execute the HAP contract for existing housing until the units fully comply with HQS. An owner is eligible to have the HQS inspection once the unit is ready and have the HQS inspection valid for 90 days.

If a unit passes a pre-selection HQS inspection, an additional inspection is not required if the HAP contract is entered into within 12 months.

#### Pre-HAP Contract Inspections

For existing housing, KHA may accept units for placement under AHAP contract either by a passed HQS inspection or by the local municipality's Certificate of Occupancy issued within 12 months of contract execution.

If the unit passes the pre-HAP contract inspection a subsequent inspection is not required at the time of initial occupancy of the unit.

#### Turnover Inspections

KHA will inspect the unit before providing assistance to a new family in a contract unit.

#### Annual Inspections

At least annually KHA will perform quality control inspections of a percentage of randomly selected contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Based on the inspection results, KHA will determine if additional units need to be inspected and may inspect a larger sample or 100 percent of the contract units in a building or development.

#### Other Inspections

KHA will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities and other services in accordance with the HAP contract.

#### Inspecting KHA-Owned Units

In the case of KHA-Owned units, the inspections must be performed by an independent agency approved by HUD. The independent entity must furnish a copy of each inspection report to KHA and to the HUD field office where the property is located. KHA must take all necessary actions in response to inspection reports from the independent agency.

## PART IV: Substantial Rehabilitation and New Construction

### 17-IV.A. Agreement to Enter into HAP Contract

In order to offer PRA assistance in substantially rehabilitated or newly constructed units, KHA must enter into an AHAP with the owner of the property.

By signing the AHAP the owner agrees to develop the PRA contract units to comply with HQS and KHA agrees

that upon timely completion of such development, KHA will enter into a HAP contract with the owner for the contract units.

#### Execution of AHAP

KHA will enter into the AHAP with the owner after receiving both environmental approval and notice that subsidy layering requirements have been met.

### 17-IV.B. Conduct of Development Work

#### Labor Standards

If the development has nine or more units proposed for PRA assistance, the owner, the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the rehabilitation or new construction of housing.

The owner, contractors and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5 and other applicable federal labor relations laws and regulations.

#### Equal Opportunity

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at [24 CFR part 135](#). The owner must also comply with federal equal employment opportunity requirements.

### 17-IV.C. Completion of Housing

The AHAP must specify deadlines for completion of the housing and for submission by the owner of evidence of completion.

KHA will determine the need for the owner to submit additional documentation as evidence of completion. If KHA determines the work has been completed in accordance with the AHAP and that the owner has submitted all required evidence of completion, KHA will submit the HAP contract for execution by the owner and then execute the HAP contract. If the work has not been completed in accordance with the AHAP, KHA will not enter into the HAP contract.

## PART V: Housing Assistance Payments Contract (HAP)

### 17-V.A. Overview

KHA will enter into a HAP contract with an owner for units that are covered by PRA assistance. This governs how KHA will pay housing assistance for contract units leased and occupied by eligible families.

#### Execution of the HAP Contract

For existing housing, the HAP contract will be executed after KHA determines that units pass HQS.

For substantially rehabilitated or newly constructed housing the HAP contract will be executed after KHA determines that the units have been completed in accordance with the AHAP. KHA may place units under HAP contract in stages.

#### Term of HAP Contract

KHA may enter into a HAP contract for an initial term of no less than one year and no more than 10 years subject to the availability of funding. A longer term can be negotiated, but only on a case-by-case basis.

Within one year before expiration of the HAP contract KHA may extend the term of the contract for a maximum term which shall not exceed a total of an additional 20 years per KHA Board authorization. In making this

determination KHA will consider if an extension is appropriate to continue providing affordable housing for low-income families. Through this activity, no contract will exceed a term totaling 30 years including the extensions.

#### Termination of HAP Contract

If the amount of rent to an owner for any contract unit is reduced below the amount at the beginning of the HAP contract term, the owner may terminate the contract by giving notice to KHA. If a contract is terminated or expires without extension, an assisted family may elect to remain in the unit and will then be assisted under the tenant-based voucher program.

The KHA may terminate the HAP contract in accordance with the policies for tenant-based vouchers elsewhere in this Administrative Plan (see [Chapter 13-Owners](#)).

#### Housing Quality and Design Requirements

The KHA will identify the need for any special features relating to the quality, architecture and design of PRA housing on a case-by-case basis depending on the intended occupancy of the PRA property.

#### 17-V.B. Amendments to the HAP Contract

##### Substitution of Contract Units

At KHA's discretion and subject to all PRA requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same contiguous development or scattered site property as a previously covered contract unit.

##### Addition of Contract Units

KHA may amend a HAP contract following the date the HAP contract was executed to add additional PRA units in the same property as long as the total does not exceed the approved number of units.

Additional units may be added to the original HAP without competition when there is a Board action to increase units at the site. Periodically KHA may have a need to increase units to facilitate tenant relocation(s), increase building stability, or for other unforeseen circumstances.

#### 17-V.C. HAP Effective, Anniversary and Expiration Dates

The effective date for a PRA PBV HAP contract is the date that initial units become eligible for HAP payment. There is a single effective and expiration date for each contract. The dates do not change even in cases where contract units are placed under the HAP contract in stages or units are added.

There is a single annual anniversary and expiration date for all units under a particular HAP contract. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

#### 17-V.D. Owner Responsibilities Under the HAP Contract

Owner responsibilities under the HAP contract are described in [Chapter 13- Owners](#).

#### 17-V.E. KHA Monitoring of PRA Properties

To determine compliance with the PRA HAP contract KHA may monitor HAP, management, tenant screening, occupancy, inspections, equipment and supportive services. For supportive services, KHA may monitor the types of services provided and tenant participation in the services and may terminate families from the program for failure to meet supportive services requirements.

## Part VI: Selection of PRA Program Participants

### 17-VI.A. Overview

This part describes policies related to eligibility and admission to the PRA program that are different from those for the tenant-based program. KHA will follow the policies outlined below in selecting participants unless otherwise directed by court orders or consent decrees.

#### In-Place Families

An eligible family residing in a proposed PRA contract unit on the date the proposal is selected by KHA is considered an “in-place family.” If a unit to be placed under contract is occupied by an eligible family on the date the proposal is selected, KHA will process the family as a Special Admission. Admission of eligible in-place families is not subject to income targeting requirements. However, all other eligibility requirements apply.

### 17-VI.B. Organization of the Waiting List

For its PRA program, KHA maintains a KHA-managed Site-Based Wait List for properties and units receiving benefit of the Project-Based Voucher (PBV). Each PRA PBV property will have its own KHA-managed, site-based wait list or be grouped with other properties to form a combined wait list. KHA may group individual PRA buildings with fewer than fifty PRA units together with similar buildings on one site-based wait list, provided that the tenant selection criteria for the buildings so grouped are substantially similar. Groups of PBV units located in a community region or groups of PBV units having other common characteristic such as a single owner, similar screening criteria or providing supportive services for specific needs, shall have an individualized site-based wait list.

For properties participating in PRA, applicants will be selected from the KHA managed site based waiting list or state authorized lists. Exceptions are made for properties that have specific requirements such as age, geographic location, or special needs housing. In cases where KHA is unable to refer names from the KHA-managed waiting list, owners may be granted permission to use owner-managed site based waiting lists.

### 17-VI.C. Selection from the Waiting List

Applicants who will occupy units with PRA assistance will be selected from the KHA managed site based waiting list by order of application. KHA may establish selection criteria or preferences for occupancy of particular PRA units. Applicants for units benefiting from PRA must complete the KHA online application and select a PRA property or PRA property group to be included on KHA’s-managed, site based waiting list.

#### Units with Accessibility Features

When selecting families to occupy PRA units that have special accessibility features for persons with disabilities, KHA will first refer to the property owner families who require such features.

#### Priorities

Priority for admission to PRA PBV developments will be given to wait list applicants that live in a property at the time of owner proposal selection for PRA assistance (this is the highest preference for occupancy of a unit in the property);

Such families are not required to be on the PRA waiting list prior to admission to the program.

#### Preferences

KHA will select families according to the preferences set forth in the property’s Tenant Selection Plan (TSP). If the property does not have a TSP or if the TSP is silent on selection preferences, KHA will select families in order of preference as described for the tenant-based voucher program in [Section 4-III.C-Selection Method](#).

KHA will give preference to families that meet the specific requirements for occupancy, where the tenant

selection plan of the PRA properties or PRA units is limited to occupancy by the homeless, seniors, families with persons with disabilities, families needing supportive services, veterans or families needing assisted living. KHA will give preference to families that meet the specific requirements for occupancy.

KHA will give preference to families that meet HUD's definition of homelessness under the HEARTH Act for properties that include social services. Where occupancy of the PRA property requires that the family meet HUD's definition of homelessness under the HEARTH Act and no such applicant exists on KHA's managed wait list, applicants will be referred by the Kendall Continuum of Care, through the Coordinated Entry System (CES). Additionally, if the property requires that families on the State Referral Network (SRN) be housed in the development, and none exist on KHA's managed wait list, these applicants will be referred by the applicable agency.

#### Owner Referrals

Beginning 120 days from initial occupancy of new construction and substantial rehabilitation developments, the KHA may begin referring applicants from the PRA waiting list for screening by the owner.

PRA PBV property owners can refer Applicants seeking PRA PBV benefits directly to the KHA-managed site based wait list at any time.

#### 17-VI.D. Offer of PRA Assistance

##### Refusal of Offer

Upon selection of an Applicant from the KHA-managed waiting list, KHA will refer the family to the appropriate development for screening by the owner. Should the applicant meet the PBV property Tenant Selection Plan (TSP) screening, the property will forward the applicant name to KHA for determination of family eligibility. If the applicant declines the offer of a PRA unit, without good cause, KHA will remove the name from the waiting list. Should the applicant not meet the PBV property TSP, KHA will allow the applicant to move their application to a different PRA site-based waiting list (or remain on the same waitlist if there are multiple properties in the waitlist group).

Some families may qualify for more than one unit size. KHA will refer wait list Applicants to a PRA property or property group in accordance with the first unit available based on the Number of Persons per Unit Standards. As an example, PRA PBV properties or property groups with a studio apartment will receive a wait list for single person households. Refusal to be screened for a unit or to not accept a unit offer at a particular site without good cause will result in the Applicant's name being removed from the wait list. Applicants must take the first unit offered, regardless of unit size, or refuse it with good cause. Refusal of a unit offer solely because an Applicant is waiting for a larger unit for which they may also qualify is not good cause for refusal.

Removal from the PRA PBV wait list will not affect the family's standing on KHA's Housing Choice Voucher wait lists.

Any family that is removed from the PRA PBV wait list is eligible to reapply during any time the wait list is open. The date of the new application will be utilized for wait list order.

#### 17-VI.E. Owner Selection of Tenants

The PRA property owner is responsible for developing written tenant selection and screening procedures that are consistent with the purpose of improving housing opportunities for very low-income families. The owner must promptly notify KHA in writing within 10 calendar days of rejecting an applicant, advise on the grounds of the rejection, and provide a copy of the rejection documentation. If a PRA owner rejects a family for admission to the owner's units, such rejection will not affect the family's position on the waiting list. KHA will not screen tenants for suitability.

## Leasing

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected from KHA's waiting list. The contract unit leased to the family must match the voucher size of the family.

A family that holds a current voucher from KHA may lease a unit in a property receiving PRA assistance. However, families wishing to move into a PRA property must relinquish their voucher to KHA.

## Filling Vacancies

The owner must notify the KHA in writing within 10 calendar days of learning about any vacancy or expected vacancy.

KHA will make every reasonable effort to refer families to the owner within 15 calendar days of receiving such notice.

## Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 days, KHA will give notice to the owner that the HAP contract will be amended to match the number of contract units occupied. The amendment to the HAP contract will be effective the first day of the month following the date of KHA's notice.

## Part VII: Occupancy

### 17-VII.A. Overview

After an applicant has been selected from the waiting list and met KHA and owner eligibility requirements, the family will sign the lease and occupancy of the unit will begin.

For policies on security deposits and the requirements for the lease, including the tenancy addendum, see Chapter 9. For policies on tenants' absence from the unit, see [Chapter 12-Terminations](#).

### Initial Term and Lease Renewal

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may or may not renew the lease with or without good cause. If the owner refuses to renew the lease without good cause, the KHA may transfer the participant to another PRA unit or issue them a tenant-based voucher and remove the unit from the PRA HAP contract.

### Owner Termination of Tenancy

With two exceptions, the owner of a PRA unit may terminate tenancy for the same reasons an owner may do so in the tenant-based voucher program [[24 CFR 982.310](#)]. In the PRA program, terminating tenancy for good cause does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

### Non-Compliance with Supportive Services Requirement

If a family living in a PRA unit in supportive housing fails to complete its supportive services without good cause, that is grounds for lease termination by the owner.

### 17-VII.B. Moves

#### Overcrowded, Under-Occupied and Accessible Units

The KHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 calendar days of KHA's determination. KHA will offer the family the following types of continued assistance in the following order, based on the availability of units:

- PRA assistance in the same building or property;

- PRA assistance in another property; or
- Tenant-based voucher assistance.

If KHA offers the family a tenant-based voucher, KHA must terminate the HAP for a wrong-sized or accessible unit at expiration of the term of the family's voucher.

When KHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 10 days from the date of the offer to accept the offer and 30 days to move out of the PRA unit. If the family does not move out by the expiration of this 30-day period, KHA will terminate the HAP on the 31<sup>st</sup> day.

#### Family Right to Move (Transfer to Tenant-Based Program)

The family may request a tenant-based voucher after one year of occupancy provided that the family has not violated any of its family or lease obligations. The family may terminate their lease agreement upon lease expiration or permission from the owner.

If the family terminates the lease in accordance with these requirements, KHA will offer the family the opportunity for continued tenant-based assistance in the form of a voucher or other comparable tenant-based rental assistance, if it is available.

If the family is living in a Single Room Occupancy (SRO) unit, the family will be offered tenant based assistance for an efficiency or a one-bedroom unit.

For persons receiving PRA assistance in a Single Room Occupancy (SRO) unit who either are occupying the wrong size unit or who request to be transferred to a larger unit will only be allowed a transfer to a larger unit if unforeseen circumstances after the initial SRO occupancy occurred.

#### 17-VII.C. Encouraging Smoke-Free Properties

KHA strongly encourages all PRA properties to establish smoke-free policies.

## Part VIII: Determining Rent to Owner

#### 17-VIII.A. Overview

The amount of the initial rent to an owner of units receiving PRA assistance is established at the beginning of the HAP contract term. Although for substantially rehabilitated or newly constructed housing, the AHAP states the estimated amount of the initial rent to owner, the actual amount is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is re-determined at the owner's request, but no more than once per year, and at such time that there is at least a five percent decrease in the published fair market rent (FMR).

#### 17-VIII.B. Rent Limits

The rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the KHA, not to exceed 110 percent of the for the unit bedroom size minus any utility allowance;
- The reasonable rent; and
- The rent requested by the owner.

Such rent limits also apply to tax credit units, where the unassisted market rent is used for comparability purposes.

#### Use of FMRs, Exception Payment Standards and Utility Allowances

When determining the initial rent to owner KHA must use the FMR and utility allowance schedule that were in effect at the time of execution of the HAP contract. KHA will use 110 percent of the published FMR as a payment standard. When redetermining the rent, the most up-to-date FMR and the utility allowance schedule will be used. At its discretion, KHA may use the amounts in effect at any time during the 30-day period prior to the beginning date of the HAP contract for initial rent and the 30-day period prior to the redetermination date for redeterminations of rent.

#### Redetermination of Rent

##### *Rent Increase*

An owner's request for a rent increase must be submitted to KHA 60 days prior to the anniversary date of the HAP contract.

KHA may not approve and the owner may not receive any increase of rent until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS.

##### *Rent Decrease*

If there is a decrease in the rent to owner, such as a change in the FMR, exception payment standard or reasonable rent amount, the rent to owner will be decreased unless the HAP contract includes a cost escalation clause or KHA documents that the long-term viability of the development is jeopardized. KHA will not decrease the contract rent below the initial contract rent stated in the HAP contract.

##### *KHA-Owned Units*

For KHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PRA program requirements.

#### 17-VIII.C. Reasonable Rent

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by KHA.

#### 17-VIII.D. Effect of Other Subsidy and Rent Control

In addition to the rent limits discussed in [Section 17-VIII.B Rent Limits](#) above, other restrictions may limit the amount of rent to owner in a PRA unit, such as the subsidized rent (basic rent) in federally subsidized properties specified by HUD.

#### Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

#### Rent Control

In addition to the rent limits set by PRA program regulations, the amount of rent to owner may also be subject to rent control or other limits under Kendall County, State of Illinois or federal law.

## Part IX: Payments to Owner

#### 17-IX.A. Housing Assistance Payments

During the term of the HAP contract, KHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. Except for discretionary vacancy payments, KHA will not make any housing assistance payment to the owner for any month after the family moves out of the unit.

#### 17-IX.B. Vacancy

If an assisted family moves out of the unit, the owner may keep the HAP for the calendar month when the



family moves out. However, the owner may not keep the payment if KHA determines that the vacancy is the owner's fault. At the discretion of KHA the HAP contract may provide vacancy payments to the owner for a period not exceeding one full month following the move-out month.

KHA will decide in accordance with vacancy payment procedures if vacancy payments to the owner will be made. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

#### 17-IX.C. Tenant Rent to Owner

The family's share of the rent is calculated the same way for PRA units as for tenant-based vouchers. See Chapter 6.

### Part X: Regional Housing Initiative

#### 17-X.A. Introduction

The Regional Housing Initiative ("RHI") is a regional collaboration between public housing authorities in the Chicago metropolitan region to promote (i) housing and economic mobility, (ii) governmental and administrative efficiencies, and (iii) interjurisdictional collaboration and coordination between local housing authorities. RHI seeks to facilitate the development, rehabilitation, and preservation of quality rental housing in opportunity and/or revitalization areas that advance local and regional priorities throughout metropolitan Chicago.

Initially established in August 2002, KHA partners with Public Housing Authorities through an Inter-Governmental Agreement (IGA) and Supplemental Administrative Plan.

RHI provides Project Based Vouchers (PBVs) as a form of financial incentives to developers and owners of quality rental housing through a competitive application process to address the geographic mismatch between the growth in jobs and availability of affordable housing in the Chicago metropolitan region. Participating housing authorities commit a given number of PBVs to the RHI pool. RHI may select an Administrative Agency to provide operational oversight functions.

The following PHA's are Regional Housing Initiative partners: Chicago Housing Authority, Kendall Housing Authority, Housing Authority of Cook County, Housing Authority of Park Forest, Housing Authority of Joliet, Kendall Housing Authority, Lake County Housing Authority, McHenry County Housing Authority, Oak Park Housing Authority, and Waukegan Housing Authority.

## Chapter 18 – Moving to Work Demonstration Program

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### Introduction

In 2024 the Kendall Housing Authority was accepted into the Moving to Work Flexibility II Cohort. The Fiscal Year 2016 Appropriations Act, Public Law 114-113, authorized HUD to expand the MTW Demonstration by an additional 100 agencies, and with this cohort joining the demonstration, the expansion is now complete.

### Part I: Overview

#### 18-I.A. Overview

Moving to Work (MTW) is a demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families. MTW allows PHAs exemptions from many existing public housing and voucher rules and provides funding flexibility with how they use their Federal funds. PHAs in the MTW demonstration have pioneered a number of innovative policy interventions that have been proven to be successful at the local level, and subsequently rolled out to the rest of the country's PHAs. Currently, there are 139 MTW PHAs nationwide.

### PART II: Future MTW Activities

#### 18-II.A. Overview

KHA has been selected for the Moving to Work Demonstration, but before any new policies, procedures, or activities can be implemented. They must be approved by both HUD and the KHA Board. All preliminary MTW activities will focus on Administrative Efficiency for the agency.

#### 18-II.B. Resident Advisory Board

KHA will select no fewer than one current resident to serve on the MTW Resident Advisory Board. This participant will be selected at the sole discretion of KHA and will be chosen as the best representative of the KHA client base. Resident Advisory Board members will serve an initial one-year term and may continue in this role for successive terms at the discretion of KHA and the participant.

The Resident Advisory Board will represent the KHA participants and be consulted for input on any proposed MTW activities before implementation. The Resident Advisory Board input will be considered but will not be able to override any decision by KHA or the KHA Board.

## Glossary

### Acronyms Used in Subsidized Housing

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|              |   |
|--------------|---|
| <b>ADA</b>   | Americans with Disabilities Act of 1990                       |
| <b>AHAP</b>  | Agreement to Enter into a Housing Assistance Payment Contract |
| <b>AMI</b>   | Area Median Income  |
| <b>CDBG</b>  | Community Development Block Grant (Program)                   |
| <b>CFR</b>   | Code of Federal Regulations                                   |
| <b>DCFS</b>  | Department of Children and Family Services                    |
| <b>KHA</b>   | Kendall Housing Authority                                     |
| <b>EID</b>   | Earned Income Disallowance                                    |
| <b>EIV</b>   | Enterprise Income Verification                                |
| <b>FHA</b>   | Federal Housing Administration                                |
| <b>FMR</b>   | Fair Market Rent  |
| <b>FSS</b>   | Family Self-Sufficiency (Program)                             |
| <b>HOME</b>  | Home Investment Partnership Program                           |
| <b>HAP</b>   | Housing Assistance Payment                                    |
| <b>HCV</b>   | Housing Choice Voucher  |
| <b>HQS</b>   | Housing Quality Standards                                     |
| <b>HUD</b>   | Department of Housing and Urban Development                   |
| <b>IHDA</b>  | Illinois Housing Development Authority                        |
| <b>ITT</b>   | Intent to Terminate   |
| <b>LIHTC</b> | Low-Income Housing Tax Credits                                |
| <b>MTW</b>   | Moving to Work Demonstration                                  |
| <b>PBV</b>   | Project-Based Voucher   |
| <b>PHA</b>   | Public Housing Authority                                      |
| <b>PIH</b>   | (HUD Office of) Public and Indian Housing                     |
| <b>PRA</b>   | Property Rental Assistance                                    |
| <b>RAD</b>   | Rental Assistance Demonstration                               |
| <b>RRC</b>   | Relocation Rights Contract                                    |
| <b>RHI</b>   | Regional Housing Initiative                                   |
| <b>RTA</b>   | Request for Tenancy Approval                                  |
| <b>SDHP</b>  | Senior Designated Housing Plan                                |

|              |  |
|--------------|--|
| <b>SEMAP</b> | Section 8 Management Assessment Program            |
| <b>SRO</b>   | Single Room Occupancy                              |
| <b>SSDI</b>  | Social Security Disability Insurance               |
| <b>SSI</b>   | Supplemental Security Income                       |
| <b>SSN</b>   | Social Security Number                             |
| <b>TANF</b>  | Temporary assistance for needy families            |
| <b>TSP</b>   | Tenant Selection Plan                              |
| <b>TTP</b>   | Total Tenant Payment                               |
| <b>UIV</b>   | Up-front Income Verification                       |
| <b>USCIS</b> | United States Citizenship and Immigration Services |
| <b>VAWA</b>  | Violence Against Women Reauthorization Act of 2013 |
| <b>VASH</b>  | Veterans Affairs Supportive Housing                |

## Glossary of Terms

**Abatement of HAP contract.** The process used by KHA for withholding housing assistance payments from an owner. Abatement is used to enforce KHA's rights and remedies against an owner under the HAP contract, such as the recovery of overpayments to the owner, or other housing assistance payments for a dwelling unit not maintained in accordance with the housing quality standards (HQS). KHA does not reimburse an owner for housing assistance payments that were abated for the period that the unit did not meet HQS.

**Abusive or violent behavior.** Behavior that includes verbal as well as physical abuse or violence. It also includes the use of racial epithets, or other language written or oral, that is customarily used to intimidate.

**Adjusted income.** Annual income minus allowable HUD deductions.

**Americans with Disability Act (ADA).** A federal law that prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications and governmental activities.

**Administrative fee.** A fee paid by HUD to KHA for administration of the program. See [24 CFR 982.152](#).

**Administrative fee reserve** (formerly "operating reserve"). An account established by KHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes. See [24 CFR 982.155](#).

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

**Agreement to Enter into a Housing Assistance Payment Contract (AHAP).** The document signed by the KHA and a potential PBV owner prior to entering into a HAP contract. The document assures that KHA will enter into a HAP contract as long as the owner complies with HQS.

**Annual income.** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with HUD regulations.

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

**Area Median Income (AMI).** Income amounts estimated and published by HUD for a geographical area and adjusted for different family sizes. HUD uses AMI to calculate income limits for eligibility in a variety of housing programs, including HCV. For the KHA, the applicable geographical area is the Chicago Metropolitan Statistical Area of Chicago-Joliet-Naperville.

**Budget authority.** An amount authorized and appropriated by Congress for payment to PHAs under the HCV program. For each funding increment, the budget authority is the maximum amount that may be paid by HUD to the KHA over the Annual Contributions Contract (ACC) term of the funding increment.

**Childcare expenses.** The amount anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed. Deductions from annual income are only given where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

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

**Code of Federal Regulations (CFR).** Published federal rules that define and implement laws; commonly referred to as “the regulations.”

**Community Development Block Grant Program (CDBG).** A HUD program that provides communities with resources to address a wide range of unique community development needs. The CDBG program provides annual grants on a formula basis to 1209 general units of local government and states.

**Congregate housing.** Housing for elderly persons or persons with disabilities that meets HQS for congregate housing. A special housing type: see [24 CFR 982.606 to 982.609](#).

**Continuously assisted.** An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

**Cooperative** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment and participate in management of the housing. A special housing type: see [24 CFR 982.619](#).

**Dating violence.** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship.

**Department of Child Family Services (DCFS).** The state government agency responsible for child protective services.

**Demonstration programs.** Programs for a limited number of participants that allow KHA to provide subsidized housing for a special population of people in need.

**Department of Housing and Urban Development (HUD).** The federal agency that administers programs that provide housing and community development assistance. The department also works to ensure fair and equal housing for all.

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

**Disability assistance expenses.** Reasonable expenses anticipated for a disabled family member for attendant care or an auxiliary apparatus that is necessary to enable a family member (including the disabled member) to be employed during the period for which annual income is computed. Participants will only be able to deduct these expenses from their income if they are not paid to a member of the family nor reimbursed by an outside source.

**Disabled family.** A family whose head, spouse, co-head or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person.** The KHA utilizes two different definitions of disability: there is a HUD definition that is used for income rent calculations and eligibility determinations as well as a broader Americans with Disabilities Act (ADA)/Fair Housing Act (FHA) definition that is used for reasonable accommodation purposes. See section 2-II.A.

**Domestic partners.** Individuals who are over the age of 18 who intend to live in the same residence and are responsible for each other's common welfare. They cannot be legally married to another person or be related by blood closer than would bar marriage in the State of Illinois. In addition, a city, county, or state agency or other unit of government must recognize them as domestic partners. If they are not recognized by a government agency then they must identify each other as their primary beneficiary in their will and have at least two joint financial arrangements. Examples of such are the following:

- Joint ownership of a motor vehicle;
- A joint credit account;
- A joint checking account; or
- A lease for a residence identifying both domestic partners as tenants.

**Domestic violence.** Felony or misdemeanor crimes of violence committed by:

- A current or former spouse of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with or has cohabitated with the victim as a spouse;
- A person similarly situated to a spouse of the victim under domestic or family violence laws; or
- Any other person against whom an adult or youth victim is protected from that person's acts under domestic or family violence laws.

**Domestic Violence Victims.** Eligible applicants who can document that they have been displaced by domestic violence or need to move from their present housing because of domestic violence. See full definition of domestic violence in the Glossary.

**Domicile.** The legal residence of the household head or spouse as determined in accordance with state and local laws.

**Drug-related criminal activity.** As defined in [24 CFR 5.100](#). This includes the distribution, possession, sale or use of medical marijuana.

**Drug-trafficking.** 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).

**Earned Income Disallowance (EID).** A program that allows tenants who have been out of work to accept a job without having their rent increase right away. EID encourages self-sufficiency rewarding residents who go to work to increase their earnings.

**Elder Abuse Victims.** Eligible applicants who can document that they are victims of elder abuse. "Elder abuse" refers to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to an elderly adult. "Abuse" refers to causing any physical, mental, or sexual injury to an eligible adult, including exploitation of such adult's financial resources.

Elder abuse also includes self-neglect, which is a condition that is the result of an eligible adult's inability, due to physical or mental impairments, or both, or a diminished capacity, to perform essential self-care tasks that substantially threaten his or her own health, including: providing essential food, clothing, shelter, and health care; and obtaining goods and services necessary to maintain physical health, mental health, emotional well-being, and general safety.

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

**Elderly person.** An individual who is at least 62 years of age.

**Eligible family.** A family that is income eligible and meets the other requirements to participate in the HCV program.

**Enterprise Income Verification (EIV).** The online system that provides new hire, wage, unemployment compensation and Social Security benefit information through a data matching process for households covered by a HUD-Form 50058 and individuals who have disclosed a valid Social Security Number.

**Elevated Blood Lead Levels.** A confirmed concentration of lead in whole blood of a child under the age six equal to or greater than the concentration in the most recent guidance published by the U.S. Department of Health and Human Services (HHS) on recommending that an environmental intervention be conducted.

**Eviction.** The removal of a tenant from a rental property by the landlord.

**Exception payment standard.** A payment standard that is outside of the HUD-established FMR range.

**Excluded income.** Income that is not counted in determining the family's share of rent.

**Fair Housing Act (FHA).** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

**Fair Market Rent (FMR).** The rent, including the cost of utilities, as established by HUD for units of varying sizes that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

**Family.** Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or marital status:

- A family with a child or children;
- Two or more elderly or disabled persons living together;
- One or more elderly or disabled persons living with one or more live-in aides;
- A single person, who may be an elderly person, a displaced person, a disabled person or any other single person; or
- Two or more individuals who are not related by blood, marriage, adoption or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

**Family obligations.** The rules and regulations that program participants must abide by to remain on the Housing Choice Voucher program.

**Family rent to owner.** See Family share.



**Family Self-Sufficiency (FSS) Program.** The program established by the KHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u). See the KHA's [Family Self-Sufficiency Action Plan](#).

**Family share.** The portion of rent and utilities paid by the family. See [24 CFR 982.515\(a\)](#).

**Family Unification Program (FUP).** The program under which Housing Choice Vouchers are provided to two different populations:

- Families for whom the lack of adequate housing is a primary factor in:
  - The imminent placement of the family's child or children in out-of-home care; or
  - The delay in the discharge of the child or children to the family from out-of-home care. There is no time limitation on FUP family vouchers.
- Youth at least 18 years old and not more than 21 years old who left foster care at age 16 or older and who lack adequate housing. FUP vouchers used by youth are limited by statute to 18 months of housing assistance.

**Family unit size.** The appropriate number of bedrooms for a family as determined by the KHA under KHA subsidy standards.

**Federal Housing Administration (FHA).** The federal agency that provides mortgage insurance on loans made by FHA-approved lenders throughout the United States and its territories.

**Fixed-income.** The term "fixed-income" includes income from:

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

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

**Group home.** A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to 12 persons who are elderly or persons with disabilities (including any live-in aide). A special housing type: see [24 CFR 982.610 to 982.614](#).

**Guest.** A person temporarily staying in the unit with the consent of the head of household or other adult member [See 24 CFR 5.100.](#)

**HAP contract.** A written contract between the KHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

**Hardship exemption.** An exemption of a policy given to a participant due to the policy causing a financial hardship. See section 6-II.B for the hardship exemption for the minimum rent policy.

**Hearsay evidence.** Evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter.

**Head of household.** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Homeless, homeless individual or homeless person.** KHA follows the definition of homeless and homeless person found at 24 CFR 91.5.

**Homeownership Program.** A Program to assist a family residing in a home purchased and owned by one or more members of the family.

**Household.** Includes all family members residing in the unit and additional people who, with the KHA's permission, live in an assisted unit, such as live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP).** The monthly assistance payment by the KHA, which includes a payment to the owner for rent under the family's lease and any additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing Quality Standards (HQS).** The HUD minimum quality standards a unit must meet prior to an owner receiving any payment from the KHA.

**Income.** Monetary payments received by each member of the household from various sources, as determined in accordance with criteria established by HUD.

**In-place family.** An eligible family residing in a proposed PBV contract unit on the date the proposal is selected.

**Informal hearing.** The process where participants have the ability to challenge a decision that has had a negative impact on them.

**Informal review.** The process where applicants have the ability to challenge a decision that has had a negative impact on them.

**Initial PHA.** In portability, the term refers to:

- The PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA;
- The PHA that was administering assistance for a family and the family later decides to move out of the jurisdiction of the administering PHA; or
- The PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**Initial payment standard.** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner.** The rent to owner at the beginning of the HAP contract term.

**Intent to Terminate (ITT).** The initial document that KHA sends to the family and their landlord to begin the termination process.

**Jurisdiction.** The area in which KHA has authority under state and local law to administer the program.

**Lease.** A written agreement between an owner or property manager and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and KHA.

**Live-in aide.** A person who resides with one or more elderly persons near-elderly persons or persons with disabilities, and who:

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

**Local preference.** A preference or criteria used by a PHA to select applicants who reside in the PHA's jurisdiction.

**Low income family.** A family whose income does not exceed 80% of the median income for the area as determined by HUD, with adjustments for smaller or larger families.

**Low Income Housing Tax Credits (LIHTC).** A dollar for dollar reduction in tax liability provided by the

federal government to the owner of a qualified low-income housing development for the acquisition, rehabilitation or construction of low-income rental housing units.

**Manufactured home.** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence and meets the HQS. A special housing type: see [24 CFR 982.620 and §982.621](#).

**Medical expenses.** The amount of unreimbursed payments made by the household for medical or dental related costs that are anticipated during the period for which annual income is computed and not covered by insurance. For elderly and disabled families these expenses are deducted from household income and used to calculate adjusted income (deductions given only if they exceed 3% of annual income).

**Minimum rent.** Participants must pay a minimum rent of \$75. See Section 6-II for policies on minimum rent.

**Minor.** A member of a household other than the head or spouse who is under 18 years of age.

**Mixed family.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**Mixed financing.** A financing structure that allows HUD to mix public, private and non-profit funds to develop and operate housing developments.

**Mixed-income.** A housing development comprised of housing with various levels of affordability, including market-rate and affordable housing within the same property.

**Moderate Rehabilitation.** A program that provides project-based rental assistance for low-income families. The program was repealed in 1991 and no new projects are authorized for development.

**Monthly gross income.** The family's total monthly income.

**Moving to Work (MTW) Program.** A demonstration program authorized by law that allows public housing agencies to design and test ways to promote self-sufficiency among assisted families, achieve programmatic efficiency and reduce costs, and increase housing choice for low-income households.

**Noncitizen.** A person who is neither a citizen nor national of the United States.

**Owner.** Any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program. This includes a principal or other interested party such as a designated agent of the owner.

**Participant (participant family).** A family that has been admitted to the KHA program and is currently receiving assistance. The family becomes a participant on the effective date of the first HAP contract executed by the KHA for the family (first day of initial lease term).

**Payment standard.** An amount established by KHA that represents the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family). Payment standards are based on HUD published FMRs.

**Persons with disabilities.** A person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodations and program accessibility persons with disabilities are defined as "individuals with handicaps" as defined in 24 CFR 8.3. The definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

**Portability.** Renting a dwelling unit with a housing choice voucher outside the jurisdiction of the initial PHA.

**Preference.** Specific criteria used to give priority to applicants off the wait list who meet designated criteria. See Section 4-II.C for a list of the KHA's preferences.

**Preponderance of the evidence.** Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

**Project Based Voucher (PBV).** A component of a public housing agency's housing choice voucher program. A PHA can attach up to 20 percent of its voucher assistance to specific housing units if the owner agrees to either rehabilitate or construct the units or to set aside a portion of the units in an existing development.

**Property Rental Assistance (PRA).** A program that commits project-based vouchers to privately developed and owned housing units. See Chapter 17.

**Public assistance.** Any welfare or other payments to families or individuals based on need, which are made under programs funded, separately or jointly, by federal, state or local governments.

**Public and Indian Housing (PIH).** The HUD program office that oversees public housing and the housing choice voucher programs.

**Public Housing Authority (PHA).** Any state, county, municipality or other governmental entity or public body, or agency that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

**Reasonable accommodation.** A modification or change the KHA can make to its policies or procedures that will assist an otherwise qualified applicant or participant with a disability to take full advantage of and use KHA programs, including those that are operated by other agencies in KHA-owned public space.

**Reasonable rent.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market and other market rate units on the premises.

**Receiving PHA.** In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

**Reexamination.** The process of securing documentation of total family income used to determine the total rent, HAP and tenant amount for the next 12 months if there are no additional changes reported.

**Regional Housing Initiative (RHI).** A partnership of PHAs in the region that provides financial incentives to developers and owners of rental housing to address local issues.

**Rent reasonableness.** The process to ensure that the KHA pays a fair rent for each unit rented under the HCV program.

**Rent to owner.** The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide.

**Rental Assistance Demonstration (RAD).** A HUD demonstration program that, among other components, allows public housing and Moderate Rehabilitation properties to convert to long-term Section 8 rental assistance contracts.

**Repayment agreement.** A formal document signed by a tenant and provided to the KHA in which a tenant acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

**Request for Tenancy Approval (RTA).** The document that needs to be completed by the participant or applicant and owner to begin the lease up process.

**Section 8 Management Assessment Program.** A HUD assessment tool that measures the performance of public housing agencies that administer the Housing Choice Voucher program.

**Shared housing.** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type: see [24 CFR 982.615 to 982.618](#).

**Single Room Occupancy (SRO) housing.** A unit that contains no sanitary or food preparation facilities or contains one or the other but not both. A special housing type: see [24 CFR 982.602 to 982.605](#).

**Social Security Insurance (SSI).** A federally run benefits program that provides aid to low income people who are 65 or older, blind, or disabled.

**Social Security Disability Insurance (SSDI).** A federally run benefits program that provides aid to people who are unable to achieve gainful employment due to a permanent disabling condition.

**Special admission.** Admission of an applicant that is not on the KHA waiting list or without considering the applicant's waiting list position.

**Special housing types.** See subpart M of part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing).

**Special purpose vouchers.** Vouchers that are different from regular housing choice vouchers in that funding has been specifically provided by Congress in separate appropriations and are reserved for special populations (e.g. VASH or FUP).

**Stalking.**

- To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate;
- To place under surveillance with the intent to kill, injure, harass, or intimidate another person; or
- To repeatedly commit 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.

**Subsidy standards.** Standards established by the KHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Supportive housing.** Affordable housing blended with on-site supportive services, including case management, that helps people live more stable, productive lives. Supportive housing benefits individuals and families facing complex challenges, including those who are homeless or at risk of becoming homeless, and those facing serious, persistent challenges to a successful life such as alcohol abuse, substance use, mental illness or HIV/AIDS. Populations served may also include persons with developmental disabilities or the frail elderly.

**Targeted funding.** Funding that the KHA receives that is allocated for a specified category. The KHA can only use this funding to assist families that meet the particular criteria.

**Tenancy.** The possession of property as a tenant.

**Tenancy addendum.** The lease language required by HUD in the lease between the tenant and the owner.

**Tenant based voucher.** A HUD funded subsidy program assisting low and very low-income families obtain housing on the private market.

**Tenant Selection Plan (TSP).** A plan drafted by the owner of a PRA building documenting criteria for selecting prospective tenants.

**Term of lease.** The amount of time a tenant and owner agree in writing to live in a dwelling unit.

**Termination of assistance.** The removal of a participant from a KHA program. See Chapter 12.

**Temporary Assistance for Needy Families (TANF).** A program designed to help needy families achieve self-sufficiency. States receive block grants to design and operate programs to accomplish one of the purposes of the TANF program.

**Total Tenant Payment (TTP).** The total amount the tenant is required to pay toward rent and utilities.

**Unauthorized occupant:** A person residing in the assisted unit without the consent or approval of KHA.

**United States Citizenship and Immigration Services (USCIS).** The federal government agency that oversees lawful immigration to the United States.

**Upfront Income Verification (UIV).** Verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form.

**Utility allowance.** The estimated cost that a participant will pay in utilities which is included in their total tenant portion.

**Utility reimbursement.** The portion of the housing assistance payment which exceeds the amount of rent to owner due to the utility allowance being greater than the total tenant payment. This amount is paid directly to the tenant.

**Veterans Affairs Supportive Housing (VASH).** A housing program that combines HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs.

**Veterans, Active and Inactive Military Personnel and Immediate Family Members of both:** An eligible applicant who can document that he/she is a veteran, or is the immediate family member of a veteran (living or deceased), or is active/inactive personnel of the United States Armed Forces. Immediate family member documentation for preference must show financial support from the veteran while he/she was alive or the immediate family member is presently receiving benefits or financial support from active/inactive personnel.

**Violence Against Women Act (VAWA).** A federal law that protects victims (both men and women) of domestic violence, dating violence, sexual assault or stalking who apply for or live in private housing with a voucher. The law covers the head of household and household members.

**Very low income family.** A family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Violent criminal activity.** Any illegal criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

**Voucher.** A document issued by the KHA to a family selected for admission to the HCV program. This document describes the program and the procedures for KHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

**Voucher term.** The amount of time a participant or applicant has to search for housing with their housing choice voucher.



***Welfare assistance.*** Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. This does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, childcare or other services for working families. For the FSS program ([24 CFR 984.103\(b\)](#)), “welfare assistance” includes only cash maintenance payments from federal or state programs designed to meet a family’s ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI or Social Security.