

**SECTION 8  
ADMINISTRATIVE  
PLAN**

**Effective February 1, 2019**

## TABLE OF CONTENTS

	<b>INTRODUCTION</b>	<b>pg 6</b>
	<ul style="list-style-type: none"><li>• Mission Statement</li><li>• Statement of Non-Discrimination</li><li>• Reasonable Accommodations</li><li>• Section 504 Equal Access Statement</li><li>• Confidentiality Rights</li><li>• Legal Jurisdiction</li><li>• Code of Conduct</li></ul>	
<b>SECTION I</b>	<b>APPLICATION PROCEDURES</b>	<b>pg 9</b>
	<ul style="list-style-type: none"><li>• Written Application</li><li>• Mail Applications</li><li>• Waiting List Placement</li><li>• Eligibility</li><li>• Incomplete Applications</li><li>• Notification</li></ul>	
<b>SECTION II</b>	<b>WAITING LIST</b>	<b>pg 11</b>
	<ul style="list-style-type: none"><li>• Description</li><li>• Waiting List Eligibility Requirements</li><li>• Waiting List Placement</li><li>• Applicant Selection</li><li>• Cancellations</li><li>• Purging</li><li>• Closing of Waiting List</li></ul>	
<b>SECTION III</b>	<b>PREFERENCES FOR SELECTION</b>	<b>pg 15</b>
	<ul style="list-style-type: none"><li>• Preferences Listed</li><li>• Verifications</li><li>• Changes</li></ul>	
<b>SECTION IV</b>	<b>ELIGIBILITY FOR ADMISSION</b>	<b>pg 18</b>
	<ul style="list-style-type: none"><li>• Family Composition</li><li>• Legal Capacity</li><li>• Income Limits</li><li>• Citizenship/Immigration Status</li><li>• Criminal History Checks</li><li>• Repayment/Vacate Owing Requirements</li><li>• Verifications</li><li>• Application Process</li><li>• Ineligible Applicants</li></ul>	
<b>SECTION V</b>	<b>SUBSIDY STANDARDS</b>	<b>pg 24</b>
	<ul style="list-style-type: none"><li>• Voucher Size</li><li>• Bedroom (Defined)</li><li>• Determining Family Unit</li><li>• Exceptions</li><li>• Choice in Unit Size</li><li>• Change in Family Unit Size During Contract Term</li></ul>	

<b>SECTION VI</b>	<b>VOUCHER ISSUANCE</b> <ul style="list-style-type: none"> <li>• Issuance</li> <li>• Extensions</li> <li>• Reissuing Vouchers</li> <li>• Suspensions</li> </ul>	<b>pg 28</b>
<b>SECTION VII</b>	<b>INCOME, DEDUCTIONS &amp; TOTAL TENANT PAYMENT</b> <ul style="list-style-type: none"> <li>• Annual Income</li> <li>• Calculations</li> <li>• Temporary Employment/Temporary Absence</li> <li>• Permanent Absence</li> <li>• Family Break-up</li> <li>• Deductions</li> <li>• Medical Expense Deduction</li> <li>• Disability Assistance Expense</li> <li>• Elderly/Disability Allowance</li> <li>• Minimum Rent</li> <li>• 40% Rule</li> <li>• Payment Standard Adjustments</li> </ul>	<b>pg 32</b>
<b>SECTION VIII</b>	<b>PROCEDURE FOR ADJUSTING VOUCHER PAYMENT STANDARDS</b> <ul style="list-style-type: none"> <li>• Payment Standard</li> <li>• Increasing Payment Standard</li> <li>• Implementing Increased or Decreased Payment Standard Amounts</li> </ul>	<b>pg 48</b>
<b>SECTION IX</b>	<b>VERIFICATIONS</b> <ul style="list-style-type: none"> <li>• General Policy</li> <li>• Methods of Verification</li> <li>• Acceptable Forms of Verification</li> <li>• Deductions</li> </ul>	<b>pg 50</b>
<b>SECTION X</b>	<b>RE-EXAMINATIONS</b> <ul style="list-style-type: none"> <li>• Annual Re-Examinations</li> <li>• Interim Re-Examinations</li> </ul>	<b>pg 55</b>
<b>SECTION XI</b>	<b>HOUSING QUALITY STANDARDS</b> <ul style="list-style-type: none"> <li>• HQS Variations and Clarifications by LHA</li> <li>• Initial/Lease-up inspections</li> <li>• Annual Inspections</li> <li>• Scheduling Annual &amp; Re-inspections</li> <li>• Missed Appointments</li> <li>• Complaint Inspections</li> <li>• Denial of Owner Participation</li> </ul>	<b>pg 60</b>

<b>SECTION XII</b>	<b>LEAD-BASED PAINT</b>	<b>pg 67</b>
	<ul style="list-style-type: none"> <li>• Exemptions to Lead Safe Housing Rules</li> <li>• Initial &amp; Annual Inspections</li> <li>• The De Minimis Rule</li> <li>• Procedures for Children under age 6 with EIBLL</li> <li>• Owner Responsibilities</li> <li>• LHA Responsibilities</li> <li>• Exterior Extension from October 1 through April 30</li> </ul>	
<b>SECTION XIII</b>	<b>RENT REASONABLENESS &amp; RENT INCREASES</b>	<b>pg 71</b>
	<ul style="list-style-type: none"> <li>• Rent Reasonableness</li> <li>• Rent Increases</li> <li>• Rent Decreases</li> </ul>	
<b>SECTION XIV</b>	<b>PORTABILITY OF VOUCHERS</b>	<b>pg 73</b>
	<ul style="list-style-type: none"> <li>• Responsibilities and Requirements</li> <li>• Absorbed vouchers</li> <li>• Waiting list</li> <li>• Billing Procedure</li> </ul>	
<b>SECTION XV</b>	<b>TRANSFER OF RENTAL ASSISTANCE</b>	<b>pg 75</b>
	<ul style="list-style-type: none"> <li>• Approval to move to a new unit</li> <li>• Information provided to owners</li> <li>• Overlapping subsidized payments</li> </ul>	
<b>SECTION XVI</b>	<b>COLLECTIONS</b>	<b>pg 77</b>
	<ul style="list-style-type: none"> <li>• Applicant</li> <li>• Participants</li> <li>• Judicial Action</li> </ul>	
<b>SECTION XVII</b>	<b>SPECIAL PURPOSE HOUSING</b>	<b>pg 79</b>
<b>SECTION XVIII</b>	<b>FAMILY SELF SUFFICIENCY</b>	<b>pg 81</b>
<b>SECTION XIX</b>	<b>TERMINATIONS/DENIALS</b>	<b>pg 84</b>
	<ul style="list-style-type: none"> <li>• Denial of Assistance for an Applicant</li> <li>• Termination of Assistance for a Participant</li> <li>• Causes for Termination of Denial <ul style="list-style-type: none"> <li>• Evictions</li> <li>• Failure to Cooperate</li> <li>• Citizenship</li> <li>• Fraud</li> <li>• Violation of Family Obligations</li> <li>• Owes Money</li> <li>• Zero Tolerance</li> </ul> </li> <li>• Continued Eligibility</li> <li>• Insufficient Funds</li> </ul>	

<b>SECTION XX</b>	<b>HEARING PROCEDURES FOR APPLICANTS AND PARTICIPANTS</b>	<b>pg 98</b>
	<ul style="list-style-type: none"> <li>• Exemptions</li> <li>• Notification</li> <li>• Hearing Officer</li> <li>• Informal review procedures</li> <li>• Informal hearing procedures</li> <li>• Reasonable accommodations</li> </ul>	
<b>Section XXI</b>	<b>Homeless Program</b>	<b>pg 102</b>
<b>Section XXII</b>	<b>Project Based Vouchers</b>	<b>pg 103</b>
<b>Section XXIII</b>	<b>Mainstream Housing Opportunities for Persons with Disabilities program</b>	<b>pg 116</b>
<b>Section XXIV</b>	<b>Veterans Affairs Supportive Housing</b>	<b>pg 117</b>
<b>Section XXV</b>	<b>Family Unification Program</b>	<b>pg 119</b>
<b>Section XXVI</b>	<b>Rental Assistance for Non-elderly Persons with Disabilities Program</b>	<b>pg 122</b>
<b>Section XXVII</b>	<b>Special Admissions and Enhanced Voucher Program</b>	<b>pg 124</b>
<b>Section XXVIII</b>	<b>Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking</b>	<b>pg 126</b>
<b>APPENDIX A</b>	<b>GLOSSARY OF TERMS</b>	<b>pg 130</b>

## INTRODUCTION

**A. Mission Statement:** It is the mission of the Lincoln Housing Authority to provide affordable, safe, sanitary and decent housing to qualifying families currently undergoing financial stress in a manner which affords applicants and tenants dignity and minimal intrusion, within the limits of prudent fiscal management.

**B. Statement of Equal Access and Non-Discrimination:**

Lincoln Housing Authority shall not discriminate against any individual on the basis of age, race, color, national origin, religion, sex, sexual orientation, familial status or disability. The Section 8 housing programs are available to all eligible individuals without regard to actual or perceived sexual orientation, gender identity or marital status. We will treat each individual or family on his or her own merits.

An applicant or participant may file a complaint if LHA fails to comply with the statement of equal access to Section 8 housing programs. The complaint must be in writing to LHA within 30 days of the action or inaction by LHA. LHA staff will schedule an informal hearing on the issues within thirty (30) days of receipt of a written complaint. LHA will accept other forms of communication other than writing to accommodate a disability.

**C. Reasonable Accommodations:** If reasonable accommodations are requested, they will be implemented in a timely manner. Accommodations are not reasonable if they require fundamental alteration in the nature of the program or impose undue financial and administrative burden on a housing program.

LHA will make reasonable accommodation in rules, policies, practices, office procedures and services to allow a disabled person equal opportunity to use and enjoy a dwelling or program. An owner must permit, at the expense of a disabled person, reasonable modification of an existing premises occupied or to be occupied if the modifications allow the person full enjoyment of the premises. The owner may, where it is reasonable to do so, request the renter to make an agreement to restore the interior of the premises to the condition that existed before the modification prior to allowing any modifications.

An applicant or participant may file a complaint on LHA's failure to comply with Section 504. The complaint must be in writing to LHA within 30 days of the action or inaction by LHA. LHA staff will schedule an informal hearing on the issues within thirty (30) days of receipt of a written complaint. LHA will accept other forms of communication other than writing to accommodate a disability.

**D. Section 504 Equal Access Statement:** The Administrative Plan is kept at 5700 R Street, Lincoln, Nebraska, which is an accessible facility and route. The document may be examined Monday - Friday between the hours of 8:00 a.m. and 5:00 p.m.. The document is also accessible at LHA's website, [www.l-housing.com](http://www.l-housing.com). A person should call (402) 434-5500 or call TDD (800) 545-1833 ex. 875 to make arrangements to

examine the document. A printed copy of the entire document will be provided at the requestor's expense.

LHA will provide accommodations to assist with sensory or cognitive impairment to review this plan, notices or other required written communications upon request. Assistance may include describing the plan or notice, reading the plan or notices, providing an audio tape or other forms of communication to accommodate the prescribed disability.

Assistance will be provided in a confidential manner and setting. The individual(s) with disability is responsible for providing his/her own transportation to and from the document location. All hearings and meetings required by the Administrative Plan will be conducted in an accessible location with appropriate assistance.

- E. Confidentiality Rights:** Applicants and participants will be informed of their rights under the Federal Privacy Act and Violence Against Women Act. LHA will comply with all requirements set in Federal Privacy Act and Violence Against Women Act. A written authorization is required for release of information unless disclosure is authorized under State and Federal law.

LHA will not release information without the individual's signed permission to release information. LHA will release only the information in accordance with the signed authorization to release information.

LHA will release information in the following circumstances:

- Release information to U.S. Housing and Urban Development (HUD) and the Immigrations and Naturalization Service regarding eligible immigration status for the purpose of establishing eligibility for financial assistance;
- Release information on amounts owed to LHA for claims paid and not reimbursed by the client;
- Release information on amounts owed to LHA for prior overpayment of assistance;
- Inform prospective owners LHA has not screened the family's behavior suitability for tenancy, and such screening is the owner's responsibility. LHA will give the owner: 1) the family's current address as shown in LHA records; and 2) the name and address of the landlord at the family's current and prior address if known;
- At the time the family indicates they want to lease a dwelling unit, LHA may offer the owner other information in LHA's possession about the family including tenancy history of family members or drug trafficking by family members (24 CFR 982.307 (b)(2)). If requested by the victims defined under the Violence Against Women Act, LHA will not disclose this information. ;
- Information will be released in accordance with LHA Personnel Policy; and
- In extenuating circumstances, certain information will be released only by the authorization of the Executive Director or by court subpoena.

- F. Legal Jurisdiction:** The legal jurisdiction for the operation of the Section 8 program for

the Lincoln Housing Authority is the city of Lincoln, Nebraska.

**G. Code of Conduct:** LHA will maintain compliance of all conflict of interest requirements as stated by the Housing Choice Voucher program at 24 CFR 982.161. The following LHA documents establish our codes of conduct for the Housing Choice Voucher Program.

1. LHA Procurement Policy
2. LHA Personnel Policy Manual
3. LHA Guidelines for Providing Excellent Customer Service
4. LHA Fraud Policy



**SECTION I.**  
**APPLICATION PROCEDURES**  
**(982.202)**

- A. Written Application:** Lincoln Housing Authority (LHA) requires persons interested in applying for Section 8 voucher assistance to fully complete, sign and submit a written application. Applications are available at the LHA office, will be mailed upon request and can apply online via LHA's website; [www.l-housing.com](http://www.l-housing.com). If LHA staff perceive a barrier is preventing someone from completing the application, LHA will request permission to assist the individual which may include contacting an appropriate agency or person to assist the applicant.
- B. Mail and Online Applications:** Any fully completed application received in the mail will be dated with the time of receipt upon delivery to the LHA office. Any fully completed online application is date and time stamped according LHA's computer submission which will be printed on the applicant's online receipt at the time of submission.
- C. Eligibility:** At the time of application to admissions on the waiting list, LHA may perform preliminary eligibility screening. The decision to pre-screen applications on the waiting list will be based on the length of the waiting list. If the applicants "wait" time for selection of the waiting list is considered relatively short, pre-screening may be required to determine the applicant appears to meet eligibility requirements. A pre-screening may include:
1. Applicant meets income requirements according to the Federal regulations;
  2. Criminal history check;
  3. Social Security cards;
  4. Citizenship or 214 documentation;
  5. Compliance with LHA repayment requirements; and
  6. Family Composition.

Birth Certificates and Social Security cards will be requested at application but not required until admissions.

Applicants will be advised placement on the waiting list, although this is no assurance of eligibility.

- D. Project -based Applications:** In accordance with the Moving to Work agreement, each project-based site will be responsible to accept and maintain tenant applications for the project-based site according to the terms in their specific HAP contract agreement.
- E. Incomplete Applications:** All applications lacking the required information by the periods outlined by the LHA representative will be cancelled.

**F** **Notification:** LHA will notify applicants if they are eligible to be placed on the waiting list. As the applicant approaches the top of the waiting list or prior to the applicant being offered a voucher, LHA will do a “complete” verification of eligibility to the program. All ineligible applicants will be given a prompt written notice on the decision to deny admission to the program. The notice will include the reason for the decision and the right to request an informal review within seven (7) calendar days of the notification.

**SECTION II  
WAITING LIST  
(24 CFR Subpart E)**

**A. Description:**

A single waiting list will be maintained for all eligible persons wishing to participate in the tenant-based voucher programs. For project-based assistance, a separate waiting list will be maintained by the site. Applicants will be advised of all available housing programs including all project-based and tenant-based voucher programs. An applicant can apply for Section 8 program as well as public housing, conventional and tax credit units, and remain on all lists after the applicant has received assistance or accepted a unit.

**B. Waiting List Eligibility Requirements:**

1. **Legal Capacity:** The applicant must be capable under the state law of entering into a legal contract. Applicants must be at least 18 years of age, legally emancipated or married to enter into a lease. If legal capacity requirement is not met, a denial letter will be sent stating they may reapply at age 18, or when legally emancipated or married.
2. **Application:** The family must complete an eligibility application. Applications are available at Lincoln Housing Authority (LHA) office, can be mailed upon request or completed online from the LHA website [www.l-housing.com](http://www.l-housing.com). Special arrangements to complete an application may be made with the LHA office for individuals with disabilities or language barriers. If it is apparent during the application process that a barrier exists and an advocate or interpreter could benefit the applicant, LHA will obtain appropriate services and may reschedule the interview. The delay will not affect the date and time of placement on the waiting list.
3. **Income:** Application will be reviewed to determine if they appear to meet income requirements of Federal regulation per 24 CFR 982.201.
4. **Social Security Number:** The applicant must provide a Social Security number for for all household members who are U.S. citizens or have eligible immigration status.

**Exception for providing a Social Security number for a child under the age of 6 years old who is "added" to the applicant 's household :**

The applicant household may remain on the waiting list and continue with admissions into the voucher program without providing the "added" child's Social Security number and acceptable verification under the following circumstances.

- The child who is being "added" to the applicant household was not listed on the original application; and
- The request to add the child occurred within 6-months prior to the voucher issuance date; and
- The child was age 5 or younger at the time of the request to add the child to the applicant household

**The added child's ( age 5 or younger) Social Security number must be provided 90 days after**

**program admission, with another 90 day extension if merited.**

5. **Preference:** LHA will determine if applicant meets preference criteria (described in Preference Selection, Section III) . If it is determined that the family does not qualify for a preference, the family will be placed on the waiting list in a non-preference status according to the date and time of original application. The family may reapply for preference status at any time. The family is responsible to report any changes in preference status in writing. LHA will accept other forms of communication other than writing to accommodate a disability. The applicant must still qualify for the preference on the date LHA selects the applicant from the waiting list.
  6. **Vacate Owing:** LHA will check the “vacate owing” lists for LHA and other PHAs if previous assistance is indicated. Applicant must be in compliance with LHA repayment agreement requirements. All other PHA and/or other HUD funded Housing Assistance Programs must have all debt repaid prior to placement on the waiting list. See Termination/Denial Section XIX C (6) “Owes”.
  7. **Criminal History Checks** are completed prior to admissions to the program.
- C. **Waiting List Placement:** Tenant-based applicants are placed on a single waiting list according to the date and time regardless of the bedroom size. When vacancies occur in the Section 8 Voucher program, applicants will be invited off the waiting list according to preference, date and time applied. A single non-elderly, non-disabled household will be selected after all other eligible applicants have been selected from the waiting list.

Waiting List Placement for Project-Based assistance: The owners of the contracted project based sites will be responsible to maintain their own waiting list. Placement on the waiting list will be based on the project based voucher agreement with LHA.

Crossroad House Apartment project-based waiting list: For Crossroads House Apartments, eligible applicants will be placed on their site based waiting list according to the date and time of the application. When a vacancy occurs for a project-based unit, the applicants will be selected in according to preference status, the date and time application, regardless of their family status.

Outreach for Mainstream vouchers: If there is ever an insufficient pool of disabled families on the HCV waiting list, LHA will conduct outreach to encourage eligible persons to apply for this special allocation of vouchers.

**D. Applicant Selection:**

Within the preference category, applicants will be selected in order of the application date and time. Single applicants who are elderly or disabled single persons will be assisted before other single persons.

**Family Unification Program (FUP) Vouchers:**

For FUP Vouchers, any vouchers designated for families and youth who are referred and certified by a Public Child Welfare Agency known as Nebraska Health and Humans Services (NDHSS) or designated contract, as eligible for FUP assistance will be selected from a

separate waiting list specifically for FUP families and youth based on time and date of the application and served on a first-come, first serve basis. Waiting List selections is specifically described in the Family Unification Program Section of this Administrative Plan.

#### Mainstream Vouchers

For Mainstream Vouchers, 20 vouchers are designated for disabled households only when either the head of household or spouse is an disabled adult as defined under 42 U.S.C. 423. Although LHA will maintain only one voucher waiting list, when a Mainstream voucher is available only the disabled households who meet this definition are eligible to be selected from the HCV waiting list based on LHA established preferences and date and time of the application.

#### **Project Based Vouchers (PBV):**

The owners of the project based sites will be responsible to maintain their own waiting list. Selections from the their waiting list will be based on the PBV agreement with LHA.

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Crossroad House Apartment project-based waiting list: Eligible applicants, age 55 or older, will be placed on the site-based waiting list according to the date and time of the application. When a vacancy occurs at the Crossroad House Apartments, eligible applicants will be selected according to the date and time of their application, regardless of their family status.

#### **Rental Assistance for Non-Elderly Persons with Disabilities Program (RANEDP):**

For RANEDP Vouchers, vouchers will be designated for disabled households whose head of the household or spouse is disabled as defined in the definition section of this Administrative Plan and age 61 years or younger. LHA will maintain only one voucher waiting list, when a RANEDP voucher is available for utilization. Only households who meet this definition of non-elderly disabled households are eligible to be selected from the HCV waiting list based on LHA established preferences, date and time of the application.

#### Veterans Affairs Supportive Housing (VASH) vouchers:

In accordance to FR-5213-N-01, the waiting list for VASH vouchers is maintained by the Veterans Affairs Medical Center (VAMC) and referrals for the VASH voucher utilization will come from the VAMC

#### **E. Cancellations:**

1. Requests to cancel an application are required in writing. LHA will accept other forms of communication other than writing to accommodate a disability.
2. All applications not meeting eligibility requirements within the established time frame will be canceled.
3. Applicants who are contacted regarding Section 8 funding and or/updates to their application or eligibility and fail to respond, will be canceled and removed from the waiting list.
  - (a) LHA does not accept responsibility for mail loss or delays.
  - (b) If the applicant did not notify LHA in writing of a change in address as required, LHA

- will not be responsible for the applicant's failure to receive the request.
- (c) LHA will include deadline dates in all letters requesting information or responses.
  - (d) If a letter is returned by the United States Postal Service with a forwarding address within Lancaster County, LHA will re-send the letter.
4. Reinstatement due to extenuating circumstances will be at the discretion of the Housing Supervisor or Manager.
  5. If an applicant with a disability fails to comply with a requirement within the required time frame for a reason verified to the applicant's disability, the applicant will be reinstated.

**F. Purging:**

The waiting list will be purged approximately once a year to eliminate any inactive applications and reduce unnecessary administrative burden.

**G. Closing of Waiting List:**

The closing of the waiting list will be announced by public notice in a newspaper. Public notice will be made when application intake is resumed in accordance with 24 CFR 982.206. Should there be insufficient applications for the Mainstream Vouchers during a closed waiting list, the waiting list will be reopened until it reaches sufficient number of applications for the Mainstream Voucher program.

**Section III.**  
**Preferences for Selection**  
(982.207)

The Lincoln Housing Authority (LHA) will use preferences for the tenant-based vouchers. The project-based voucher preferences may differ from the tenant-based vouchers and are described in the Project-Based Section of this plan.

Tenant Based Voucher Program preference policies are as follows. Lincoln Housing Authority gives a higher priority during the tenant-based voucher selection to applicants who are currently eligible for one (1) or more preferences. LHA will operate a weighted preference system using assigned points to determine the waiting list selection order. The applicant with the highest number of points is selected from the waiting list in accordance with the date and time of the application. The most points an applicant can receive is 3 points (2 points if applicant meets the criteria for a primary preference and 1 point for RentWise certification). Families, elderly and disabled are to be selected from the waiting list before a single, non-disabled or non-elderly regardless of preference status.

When the head of household or co-head qualify for one (1) or more the following verified primary preferences; Homeless, Disaster, Domestic Violence, or Military then a weight of two (2) points is assigned. If the head of household or co-head qualifies for the secondary preference, Nebraska RentWise certification, then the weight of one (1) point will be assigned. Applicants with a primary preference and secondary preference are assigned a maximum total of three (3) points. Based on this weighted point system applicant's with a primary preference will always be served before applicant's with only a secondary preference.

The head of household or co-head will be permitted to use a preference for the waiting list one-time within a five year period from their last housing assistance termination date.

**A. Primary preferences** are as listed below in random order with no hierarchic system:

1. **Homeless: Applicants** terminated or evicted from a LHA program or unit will not be eligible for a homeless preference [Section 91.5]. A homeless family includes:
  - (a) A family that lacks a fixed, regular and adequate night-time residence; and
  - (b) A family that has a primary night-time residence that is:
    - (i) a supervised shelter designed to provide temporary living accommodations including welfare hotels, congregate shelters, state transitional housing programs, other transitional housing, and nursing facilities;
    - (ii) an institution providing a temporary residence for individuals intended to be institutionalized (does not include jail);
    - (iii) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.
2. **Disaster:** Displaced by fire (excluding tenant caused fires), flood or storm. Such displacement must be recent and continuing; the displacement must have occurred within the last three months of the requested preference. *Verifiable by Red Cross or other government agency.*

3. **Domestic Violence: Displaced by domestic violence** - actual or threatened violence against one or more members of the applicant family by a spouse or other member of the household. Such applicants must have been forced to move because of domestic violence or lives with a person who engages in domestic violence. Such violence must be recent or continuing and the displacement must have occurred within the last three months of the requested preference. Applicants who have been approved within the last three months for a VAWA-based emergency transfer by another VAWA cover housing provider qualify for this preference. Applicants displaced by domestic violence must certify that the person who engaged in such violence will not reside with the applicant family unless LHA has given advance written approval. If the family is admitted, LHA may deny or terminate assistance to the family for breach of this certification. An active protection order would be an acceptable form of verification.
4. **Military:** Households who must end their participation with the LHA Voucher program due to the head of household or spouse being placed in active military duty and the remainder of the household leaving the unit for longer than 180 days.

**B. Secondary preference** is listed below.

**RentWise:** The applicant's head of the household or co-head must have completed the Nebraska RentWise educational series. A copy of the RentWise Certificate of Completion is an acceptable form of verification. Once the applicant ( head of household or co-head) is admitted to the voucher program using this preference, they are not eligible to use this preference for future re-admissions to the program.

**C. Verifications:** The family must provide proper verification they are eligible for a preference at the time of application or any time while on the waiting list. The family must qualify for the preference at the time the family is selected from the waiting list. If, at the time the formal application is processed, it is determined the family does not qualify for a preference at the time of the waiting list selection, the family will be placed on the waiting list in a non-preference status according to the date and time of the original application. The family may reapply for preference status at any time.

1. Acceptable forms of verification for all preferences are government agencies, law enforcement, public or private shelters, clergy or social service agencies.
2. Time frames: The verification is valid for ninety (90) calendar days after receipt by LHA. If the applicant is not housed within ninety (90) calendar days, the preference must be re-verified at the time the family is selected from the waiting list.

**D. Changes:** Any change in family preference status must be reported by the family in writing within ten (10) calendar days of the change. LHA will accept other forms of communication other than writing to accommodate a disability.



- E. Five-year Preference Limitation:** Any head of household or co-head, who was previously admitted to the voucher program administered by Lincoln Housing Authority and utilized any preference may only be granted a waiting list preference if five (5) years have lapsed since the end of their participation with the Housing Choice Voucher program.

**Section IV.**  
**ELIGIBILITY FOR ADMISSION**  
(24 CFR Subpart E)

LHA will only admit an eligible family to the program. To be eligible, the applicant must be a “family”, income eligible, have legal capacity, be a citizen or a non-citizen who has eligible immigration status, pass criminal history checks and either owe no money to any PHA or meet repayment and vacate owing requirements. (982.201).

**A. Family Composition:** A family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status.

1. Two or more people who share residency with their income and resources available to meet the family’s needs. They must provide evidence of a stable family relationship. Evidence may include any of the following:
  - (a) birth certificate of child(ren)
  - (b) joint tax return
  - (c) prior lease (held jointly)
  - (d) insurance policies (with other party as beneficiary)
  - (e) prior joint credit history
  - (f) documentation as determined by LHA.
2. Pregnant woman with no other children. Once the pregnant woman is admitted, she will be considered the remaining family member of the tenant if the pregnancy is terminated, miscarried or parental rights are terminated.
3. Elderly person who is sixty-two (62) years or older.
4. Disabled person as defined by HUD.
5. Temporary absences-Temporary Absences may include children in Foster Care, Spouse gone for less than six month, Student, Joint Custody and in the Military. Refer to Section VII E. “Income, Deductions and Total Tenant Payment “ and “Temporary Absence “ for specific definitions.
6. Familial Status: One or more individuals under the age of 18 being domiciled with a parent or another person having legal custody of an individual(s), or the designee of such parent or other person with such custody has written permission from such parent or other person.
7. Any other single person.

**B. Legal Capacity:** The Head of the Household must be capable under state law of entering into a contract, at least 18 years of age, legally emancipated in the State of Nebraska, or married.

**C. Income:** Annual income must not exceed income limits established by the U.S. Department of Housing and Urban Development (HUD) ( 50% median income by household size). If the applicant reports an income change after admission to the waiting list which may result in income ineligibility, they may be maintained on the waiting list at maximum income limit allowable (982.201(b)).

**D. Citizenship:** Every family member who receives assistance must be either a citizen of the United States or non-citizen who has eligible immigration status in accordance to 24 CFR part 5. Assistance will be pro-rated to any eligible mixed family who requests assistance (Subpart E 5.500).

1. Notification: All applicants will be notified of the requirement to provide verification of their citizenship status. The notification shall be in the language understood by the applicant when feasible.
2. Verification Requirements: A signed declaration of Section 214 status and proof of their citizenship or eligible immigration status is required for all household members unless they are a non-contending citizen or immigrant. One of the following verifications must be provided within ten (10) calendar days of request date:
  - (a) Birth certificate, US passport or naturalization papers;
  - (b) USCIS card or other USCIS documentation; and
  - (c) S.A.V.E verification;
  - (d) Signed verification consent form when USCIS requests secondary verification to be submitted.
  - (e) Other forms of government documentation that can provide proof of name, birth date and citizenship status.

*Note: An extension for the time to provide requested verifications may be extended upon supervisory approval and will be granted when delays are caused by USCIS.*

**E. Criminal History Checks:** All adult household members ( 18 years or older) must pass a criminal history check prior to notification of admission. See Section XIXI on Terminations/Denials.

Veterans Assistance Supportive Housing (VASH) vouchers: LHA will only verify the applicant is not subject to a lifetime registration requirement under any state sex offender registration program. Criminal History disqualifications are not considered under the VASH program.

**F. Repayment/Vacate Owing Requirements:** LHA will check the “vacate owing” lists for LHA and other PHAs. Applicant/Participant must be in compliance with LHA repayment agreement requirements. All other PHA and/or HUD funded Housing Assistance Programs must have all debt repaid prior to placement on the waiting list. See Termination/Denial Section XIX C (6) “Owes”.

**G. Verifications:** All information verifying the applicant is eligible must be provided within sixty (60) calendar days prior to LHA issuance of a voucher to the applicant.

## H. Application process:

1. Applications will be taken on a continuous basis.
2. Applicants will be placed on a single waiting list according to the date and time applied regardless of bedroom size.
3. When vacancies occur in the Section 8 Voucher program, applicants will be invited off the waiting list according to preference, and the date and time applied. For tenant-based vouchers, a single non-disabled and non-elderly family will be selected after all other eligible applicants have been selected from the waiting list. Except for the special designated Mainstream Vouchers ( 20 vouchers) designated for disabled head of household or spouse as defined under 42 U.S.C. 423. LHA will maintain only one voucher waiting list. When a Mainstream voucher is available only disabled households who meet this definition are eligible to be selected from the HCV waiting list based on LHA established preferences, and date and time of the application.
4. Mail-in applications will be dated with the time the application is delivered to the LHA office. Online applications are date and time stamped based on electronic submission.
5. Placement on the waiting list is not an assurance of eligibility.
6. LHA cannot determine an estimated waiting period time as several factors influencing the waiting period are beyond LHA's control (i.e. verifications, turnover, funding, etc.).

Note: Refer to the VASH and Project-Based voucher sections of the Administrative Plan for process, procedures and policy for this special program.

## I. Ineligible Applicant:

1. Notification in writing: All applicants will be given a prompt written notice on the decision to deny admission to the program. The notice will include the reason for the decision and the right to request an informal review within seven (7) calendar days of the notification.
2. Fraud: Applicants providing false information to qualify for housing assistance or a preference will be canceled and may not access the waiting list for three (3) years.
3. Failure to promptly report changes: An applicant who fails to notify LHA of any change to the mailing address or to respond to correspondence within a specified time period will be removed from the waiting list by canceling the application. Once the application is canceled, the family must reapply for admission. See Section VI on Voucher Issuance for further information.
4. **Social Security number and verification:** Prior to admissions to the voucher program, a copy of a Social Security card or other acceptable verification must be provided for all eligible household members, regardless of age, within ninety (90) calendar days of request.

LHA may grant an additional 90-day period, if there are unforeseen circumstances beyond the family's control that prevents the family from complying with the SSN requirements. If an applicant fails to provide acceptable proof of any eligible household member's social security number within the required time allowed, the applicant will be denied admission to participate in the program and removed from

the waiting list. Other acceptable verifications in lieu of a Social Security card are outlined in the Verification section of this plan.

### **Social Security number and verification exception**

**90-day Extension Period for an added child age 5 or under:** If an applicant family requests to add a child age 5 or under within six (6) months prior to the voucher issuance date, the family will not be required to provide the *Social Security number with acceptable verification prior to admissions.*

The following must occur for the Social Security number and verification requirement to be extended beyond the voucher program admission date.

- The child who is being “added” to the applicant household was not listed on the original application; and
- The family’s request to add the child to the application occurred within 6-months prior to the voucher issuance date; and
- The child must be age 5 or younger at the time of the family requested to add the child to the applicant household.

If the applicant household is granted this 90-day extension period, the participant household must provide the added child’s Social Security number and acceptable verification to LHA within 90 calendar days of admission to the voucher program ( HAP contract start date).

An additional 90-day extension period will be granted if LHA determines the participant cannot provide the Social Security number and/or verification within 90-days of the voucher program admission due to circumstances that could not be reasonably foreseen and were outside the applicant/participants control.

5. **Students:** According to 24 CFR 5.612, no assistance shall be provided under section 8 of the 1937 Act to any individual who:
- (A) Is enrolled as a student at an institution of higher education; and
  - (B) Is under 24 years of age: unless the student
  - (C) Is a veteran of the United States military; or
  - (D) Is married; or
  - (E) Has a dependent child; or
  - (F) Is a disabled person who was receiving Section 8 assistance as of November 30, 2005; or
  - (G) Is otherwise individually eligible and has parents who, individually or jointly are eligible on the basis of income to receive assistance under Section 8, **unless** the student can demonstrate independence from the parents as defined by the U.S. Department of Education.

The U.S. Department of Education’s definition of “independent student” is a student who meets one or more of the following criteria.

1. Is at least 24 years old by December 31 of the award year ; or
2. Is a graduate or professional student; or
3. Is a veteran of the United States military or currently serving on active duty in the Armed Forces other than training.; or
4. Has legal dependents other than a spouse (example dependent children or elderly dependent parent; or
5. Is married; or
6. Is a student for whom a financial aid administrator makes a documented determination of independence by reason of unusual circumstances.; or

#### VULNERABLE YOUTH

7. Is a student who is considered a “vulnerable youth” and LHA can verify the student qualifies under one of the following categories.
  - a) Is in a legal guardianship or was in legal guardianship prior to reaching the age of majority as determined by a court of competent jurisdiction in the individual’s State of legal residence.;or
  - b) Is an emancipated minor or was an emancipated minor prior to reaching the age of majority; or
  - c) Is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court anytime when the child was 13 years or age or older; or
  - d) Is a declared unaccompanied youth who is a homeless child, or youth (*as defined under Section 725 of the McKinney-Vento Homeless Assistance Act*) or as unaccompanied, at risk of homelessness and self-supporting by
    - (1) a local education agency homeless liaison designated pursuant to section 722 of the *McKinney-Vento Homeless Assistance Act*; or
    - (2) the director or designee of a program funded under the Runaway and Homeless Youth Act; or
    - (3) the director or designee of a program funded under subtitle B of Title IV of the *McKinney-Vento Homeless Assistance Act* which are typically emergency shelter grants; or
    - (4) a financial aid administrator.

#### Verification Requirements to prove a Student’s Independence

( who are NOT considered a vulnerable youth)

When a student under the age of 24 declares to be independent of their parents by qualifying *only* under categories listed in 1 through 6 then LHA will obtain verification of the student’s independence by following HUD’s Student Independence Verification requirements.

1. Reviewing and verifying the previous address information to determine if there is evidence of a separate household from the parents, or verifying the student meets the U.S. Department of Education’s definition of a “independent student”.
2. Reviewing the student’s prior year income tax return to verify the student is independent (not claimed as a dependent on another household’s tax return),

or verifying the student meets the U.S. Department of Education's definition of a "independent student"., and

3. Verifying if any income is provided by a parent by requiring a written certification from the individual providing or not providing support. Note: any financial assistance provided by persons not living in the unit is considered annual income.

Waiver of Verification Requirements to prove a Student's Independence for Vulnerable Youth

If the student qualifies as a vulnerable youth then the above verification requirements are waived. The only verification required is to prove the student qualified as a vulnerable youth.

**SECTION V.  
SUBSIDY STANDARDS  
(24 CFR 982.402)**

When issuing a tenant-based voucher the following standards will be used to determine the number of bedrooms needed for families of different sizes and compositions. The project based subsidy standards are the same as the tenant-based voucher program except there are no zero bedroom subsidy standards for project-based vouchers.

**A. Voucher Size:** Families will be issued a voucher based on the smallest size appropriate to their needs with the following limitations:

<b>Voucher Size</b>	<b>Minimum Persons</b>	<b>Maximum Persons</b>
0 Bedroom	1	1- ( For tenant-based vouchers only: Single non-disabled or non-elderly)
For Project and Tenant-based vouchers:		
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	6	8
5 Bedroom	8	10
6 Bedroom	10	12

These standards are developed in accordance with the Federal regulations which state there must be at least one bedroom or living/sleeping room of appropriate size for each two-person family.

**B. Bedroom:**

To qualify as a bedroom, the room must have a proper egress window, an overhead light and one (1) outlet, *or* no overhead light and two (2) outlets. This must be documented on the inspection form.

**C. Determining Family Unit:**

1. **One Bedroom per two adults and one bedroom per two children** regardless of age, relationship or sex. Adult is consider anyone 18 years or older. Child is a person under the age of 18.
2. **Foster children** will be counted as a person for occupancy.
3. **Expectant mothers** must provide pregnancy statement to qualify for a two (2) bedroom whether the family is a single person or couple. For all other household sizes, the subsidy size may be increased within the third trimester if the medical profession has verified the increased housing need.
4. **Students who live out-of-town** but return home for at least three (3) months per year will be allowed a bedroom assignment.



5. If the family has verified **51% of custody arrangements**, then they can be allowed a bedroom assignment. "51% of the time" is defined as 183 days of the year and do not have to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents.
  6. **Remaining member** age 18 or over, if otherwise eligible, will retain a voucher when all other family members have been removed from the lease and do not wish to transfer the voucher. Voucher size will be redetermined. See Section VI Voucher Issuance.
- D. Exceptions from these standards may be allowed only if the unit does not offer alternatives for a sleeping area such as living room, dining room and etc. which can be considered a "sleeping room" . Alternative sleeping areas must be used prior to providing an exception to the subsidy standard.**
1. **Medical reasons:** A family may be offered a larger voucher as a reasonable accommodation to a verifiable disability. A statement from a qualified medical practitioner must be provided annually to verify the individuals who have a separate bedroom.
  2. **Live-in aide:** If an elderly or disabled family requires a live-in aide as defined under 24 CFR 5.403, then the appropriate bedroom size will be allowed to include the care giver. Annually, this need must be verified by a qualified medical practitioner.

A live-in aide is considered "essential" if there is a medical need supported by a qualified medical practitioner statement that the person requiring the assistance would be unable to live in the home without the support of the live-in aide.

The live-in aide may be related by blood, marriage or operation by law. A care giver's family may reside in the unit providing it **does not increase the subsidy** by the cost of an additional bedroom and the family is not overcrowded.

Live-in aide will be required to sign an agreement regarding their tenant status, and sign a release to conduct a criminal history check.

The live-in aide cannot be considered a remaining member of the tenant family if and when a family vacates the unit.

- E. Choice in unit size:** A family may rent a smaller or larger size unit than stated on the voucher as long as the unit complies with minimum Housing Quality Standards and rent limitations of the voucher program. The unit size designated on the issued voucher must remain unchanged regardless of the actual size unit.

However, the payment standard is established by the number of bedrooms and must be the **lower** of (1) the payment standard for the family unit size; or (2) the payment standard for the size of the unit rented by the family.

**F. Change in Family Unit Size during the HAP Contract Term:** If the family unit ( family unit does not include live-in aides or foster children/adults) size changes during the term of the HAP contract, the new family unit size must be used to determine the payment standard amount at the next annual re-exam regardless of any increase or decrease in the payment standard schedule.

1. **Larger voucher:** If the participating family needs a larger voucher size in order to be in compliance with Housing Quality Standards. The family must be given the appropriate size voucher as soon as possible (at any time during the lease) to locate a larger unit. The owner must be given a 30-day notice. The HAP contract terminates at the end of the calendar month of the 30-day notice.

For example: Owner is given a 30-day notice on August 15<sup>th</sup>. The HAP contract would terminate on September 30<sup>th</sup>.

2. **Smaller voucher:** If the family voucher size decreases due to a change in household size during the term of the HAP contract, the payment standard is not reduced to the corresponding voucher size or bedroom size, whichever is lower, until the next annual re-examination.

If the family composition changes while under lease because a child reaches the age of an adult ( age 18 or older), the family will maintain the pre-established voucher size until the family moves, or the members of the household change.

3. **Family request for a new voucher:** A family continuing in the program may request a new voucher and will be issued a voucher of appropriate size at any time during the term of the lease for the following situations:

(a) **Physical or emotional abuse:** Participants who have vacated their unit due to physical or emotional abuse may retain a voucher as long as they have responsibility for minor children or are disabled. The remaining family member occupying the unit will be required to reapply for assistance as a single person. The assistance terminates at the end of the calendar month in which the owner's 30-day notice expires. Verification of abuse will be verified by a shelter, clergy or police department. If the adults split the custody of the minor children, in most cases, both will be issued a voucher.

(b) **Under 18 years of age:** Participants not 18 years of age, married, or legally emancipated, will not be issued a voucher to transfer out of their current unit.

(c) **Household that separate:**  
If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, LHA is bound by the court's determination as to which family members will receive rental assistance.

In the absence of a court decision or mutual agreement by the families, LHA will have the final authority to determine which family members would be best served by continued assistance of housing benefits. Lincoln Housing Authority will consider the

following factors to determine which of the families will continue to be assisted:

- (i) If one of the parents moves out of the household, the voucher will be retained by the parent who stays in the unit with the children.
  - (ii) If both parents move out of the current unit, the voucher follows the parent with the children.
  - (iii) If both parents move out of the current unit and both retain children, each parent will be given a voucher.
  - (iv) In a two parent household, if the head of the household stays in the assisted unit, the voucher is retained by the head of the household. If the co-head ( other parent) leaves with a child a voucher will be given to the co-head (other parent).
  - (v) If the family splits prior to admission to the program, the designated head of household will maintain the voucher with no other voucher issued to the other household members.
  - (vi) If domestic violence was involved in the break-up, the identified victim of domestic violence will be given a voucher.
  - (vii) In all other situations that are not identified above, the head of household will retain the voucher only.
- (d) **Remaining household member:** If the remaining household member age 18 or over will retain a voucher when all other family members have been removed from the lease and do not wish to transfer the voucher. Voucher size will be redetermined
- (e) **Court Determination:** If a court determines the disposition of property between the members in a divorce or separation, LHA is bound by the court's determination of which family members continue to receive assistance.

**SECTION VI.**  
**VOUCHER ISSUANCE**  
**(24 CFR 982.302 and 982.303)**

- A. Issuance:** Families will be issued vouchers in a non-discriminatory fashion as their name reaches the top of the waiting list. The normal rotation of the waiting list is the date and time of application after consideration of the preferences and type of voucher available as identified in this plan.

Note: VASH vouchers are issued in accordance to the Veterans Assistance Medical Center's referrals of eligible families. LHA does not have the authority to maintain a waiting list or apply local preferences for the HUD- VASH vouchers.

The following is the process in voucher issuance:

1. **Notification reaching top of the waiting list:** Applicants will be notified by mail when their name reaches the top of the waiting list. The applicant is given a reasonable amount of time to respond to LHA regarding their interest to participate in the program. If they wish to participate in the program, they will be required to have their family composition, income, assets, LHA preference and all other program eligibility verified to determine if they meet the program eligibility criteria.
2. **Changes prior to voucher issuance:**
  - (a) **Preferences:** Applicants not eligible for the LHA preference when their name reaches the top of the waiting list will be placed on the list in a non-preference status.
  - (b) **Over income limits:** Applicants who exceed the income limit for eligibility will be denied admission, and their application will be canceled. The applicant can request an informal review within seven (7) calendar days.
  - (c) **Failure to respond:** Applicants who fail to respond to their letter and schedule an appointment within the specified date will have their name removed from the waiting list and will need to reapply.  
  
Applicants who fail to provide necessary information to determine eligibility within ten (10) working days from their appointment or date specified by LHA will be removed from the waiting list and will need to reapply.
3. **Income eligibility:** 50% median income will be used as the income limit for all Section 8 applicants who are subject to for the Lincoln Housing Authority service delivery area. Income limits are available upon request.

4. **Income Targeting:** LHA is exempt from income targeting under the Moving to Work agreement. Families whose income is 50% or below the area median (Very Low Income) may be eligible to be admitted into the Section 8 voucher program. Certain families may, at the time of admission, have incomes between 51% and 80% of the area median (Low Income). These include:

- (a) Families continuously assisted in Public Housing or Section 8.
- (b) Families physically displaced by rental rehabilitation.
- (c) Non-purchasing tenants of certain home ownership programs.
- (d) Tenants Displaced from certain Section 221 and 236 projects.
- (e) Low-income families residing in certain HUD-owned projects.

5. **Briefings:** Applicants who have been determined eligible for a voucher will be notified by mail when a briefing will be conducted. The applicant must attend the briefing to participate in the program. Families will be advised if they do not attend the scheduled briefing and/or fail to contact LHA regarding the missed appointment within 10 working days, their name will be removed from the waiting list and will need to reapply. Briefings are conducted for the purpose of acquainting the applicants with the operation of the programs in accordance with 24 CFR 982.301. The families will be given a voucher packet containing all required information and documents, including a list of available private owner units. Vouchers will be issued allowing a ninety (90) day initial search period. VASH vouchers are provided at least 120 days search time. LHA will maintain current income, asset and deduction verifications no more than sixty (60) days prior to the eligibility interview for voucher issuance.

In addition for Mainstream vouchers, the following information will also be provided at briefing:

- Information on community resources to access supportive services;
- information on public and/or private funding sources to assist with covering the costs of modifications need to the unit as a reasonable accommodation to their disability;
- Provide housing search assistance if no success in locating a suitable unit within the initial 60 days search period.; and
- Provide a listing of available accessible units in primary market area.

6. **Lease:** Owners must use their own lease with the required HUD addendum.

7. **Security deposit:** Participants in the voucher program may be required by the landlord to pay up to one (1) months' contract rent to the landlord for damage deposit.

## B. Extensions:

1. Prior to the expiration date, vouchers may be extended beyond the initial 90-day search period after completing required landlord contact sheets, and under the following circumstances:
  - (a) **Extenuating circumstances:** If the family can verify extenuating circumstances, the family is hard to house and can clearly demonstrate they have made every effort to secure a suitable unit.
  - (b) **Not refused suitable unit:** The family has not refused a suitable unit without good cause.
  - (c) **Extension results in housing the family:** There is a possibility an extension will result in an approved lease and execution of a Housing Assistance Payment Contract.
4. **Reasonable accommodations:** To provide a reasonable accommodation for those who need an accessible unit.
2. **Canceling Vouchers:** LHA will notify the family when their voucher has expired. If the family does not respond within (ten) 10 working days from the notification, the voucher cannot be re-instated. Vouchers can only be re-instated after a denial if (1) LHA was in error for not extending the voucher; or (2) by supervisory review. After a voucher has expired and the extension denied, the family will be required to reapply for assistance.
3. **Procedures and time frames for extensions:** All vouchers may be extended and reissued in 90 day intervals to a maximum of 180 days if the family meets the criteria stated above. LHA will document the family's efforts in securing housing. Should the family utilize the maximum search time of 180 days, the Request for Tenancy Approval form ( form HUD-52517) or other LHA approved form must be received by the LHA office by no later than the final voucher expiration date. If the Request for Tenancy Approval form is submitted after the final voucher expiration date, the voucher is expired and the family would be required to reapply for voucher assistance.

## C. Reissuing Vouchers:

1. **Term of vouchers:** All vouchers will be reissued at ninety (90) day intervals.
2. **Evictions:** Program participants evicted through the court system will lose their housing assistance and will not be eligible for a reissued voucher. They may reapply for assistance according to Section XIX on Terminations/Denials.
3. **Failure to correct tenant defects:** Participants who fail to correct tenant defects as identified in the Housing Quality Standards section will lose their housing assistance and will not be reissued a voucher. They may reapply twelve (12) months after the date of termination.

**D. Suspensions:**

In accordance with the Federal Register released on August 20, 2015 (FR-5453-F-02), the term on the family's voucher stops on the day the family submits a request for LHA to inspect and approve the selected unit. The term of the voucher does not restart until LHA notifies the family in writing whether the unit has been approved or denied.

**SECTION VII.**  
**INCOME, DEDUCTIONS and TOTAL TENANT PAYMENT**  
**(24 CFR 5.609 & 5.628)**

- A. Moving to Work Demonstration:** The Moving to Work (MTW) changes were effective July 1, 1999 for new admissions and with existing voucher participants at the next annual re-examination effective October 1, 1999. Through the MTW demonstration program, LHA will not implement regulatory provisions related to the Earned Income Disregard income exclusions, imputed welfare income and student earned income exclusions for adults 22 or older.

As authorized on September 8, 2011, LHA will operate the VASH voucher program in accordance with the specifications stated in LHA's Moving to Work (MTW) agreement with HUD. For VASH participants established prior to the MTW authorization on September 8, 2011, they will transition to the MTW policies effective December 1, 2011. For any pre-existing VASH participants who are identified to have an increase in their rent portion due to the modified MTW rent calculation policies effective December 1, 2011, their transition to the MTW rent calculations policies will be delayed until their next annual review or transfer.

Effective February 1, 2008, through the MTW demonstration program, the maximum initial rent burden rule will be modified so that a family's rent share does not exceed 50% of their monthly adjusted income at the time of approving tenancy and executing a HAP contract.

Effective April 1, 2008, through the MTW demonstration program, the following policies will be implemented starting with April 1, 2008 vouchers issuances for new admissions and effective July 1, 2008 for annual re-examinations.

1. **Minimum "tenant" rent portion:** All subsidized households will be responsible to pay the owner a minimum of \$25 for tenant rent. The higher of the TTP minus the utility allowance or \$25 is used to determine the tenant rent to owner. This requirement will be waived if the head of household is disabled and has a current Social Security application pending. VASH participants are exempt from the minimum tenant rent policy.
2. **Total Tenant Payment (TTP) is determined on 27% of the gross income:** TTP is based on 27% of the monthly gross income with no allowable deductions.

**Hardship clause:** *Pre-existing program participants who were issued vouchers prior to April 1, 2008 and VASH participants admitted to the program prior to September 8, 2011, are eligible to be considered under a Hardship clause at each annual re-examination. If it is determined at the participant's next annual reexamination that the 27% gross income without deductions policy increases the participant's TTP by more than \$25 per month than a Hardship TTP will be used instead.*

**How to determine if the Hardship TTP should be used?**

LHA will compare the 27% calculated TTP to the Hardship TTP. If the Hardship is less than the 27% calculation than the Hardship TTP will be used. In order to be eligible for the Hardship TTP, the household's pre-existing deductions must



be self certified that the deductions will remain the same or increase in the next certification year.

**How do you calculate the Hardship TTP?** The Hardship TTP is calculated by using the household's current gross annual income minus any pre-existing deduction verified at the last re-exam prior to July 1, 2008. The Hardship TTP is based on the annual income minus pre-existing deduction divided by 12 monthly equals adjusted monthly income multiplied by 30% plus an additional \$25 at each annual re-examination.

### 3. **Asset Income Calculation**

**Assets equal to or greater than \$5000:** Households with total assets face value equal to or greater than \$5000 will be verified by tenant provided financial statements such as monthly, quarterly or year-end statements. Asset income will be calculated using face value multiplied by two percent (2%). Asset income from life insurance policies will be calculated using cash value multiplied by two percent (2%). Real Estate asset income will be calculated based on the equity value multiplied by two percent (2%).

**Assets less than \$5000:** Household with assets less than \$5000 will self certify their assets with a written statement and all asset income will be excluded.

### 4. **Verification Requirements**

In addition to the asset verification requirement changes.

**Earned income:** Applicant and Participant provided pay statements such as pay stubs will be allowable verification in lieu of a third party verification from the employer. Three months pay statements is preferred. EIV will be used first, if available and participant provided pay statements are secondary.

**Social Security Income:** Applicant and Participants may provide their most recent Social Security statement or benefit letter issued by the Social Security Administration as acceptable verification if EIV verification is not available. This eliminates the requirement that the verification be dated no more than 60 days from the date of the interview for this income only.

### 5. **Landlord Incentive Housing Assistance Payment**

Effective July 1, 2015, through the MTW demonstration program, as an incentive for landlords/owners to participate in the Moving to Work tenant-based voucher program, Lincoln Housing Authority will provide the landlord/owner a one-time additional Housing Assistance Payment (HAP) of \$150 upon the execution of the HAP contract for the new unit and tenant. The landlord/owner is not eligible for the \$150 additional HAP payment if the contract is executed for a transfer in units with the same landlord/owner, or if the contract is executed due to a lease renewal or change. The following properties are also excluded from the additional landlord incentive payment of \$150 ; 1) properties managed or owned by Lincoln Housing Authority, or 2) properties receiving Low Income Housing Tax Credits.

**B. Annual Income:** All amounts, monetary or not, that go to or are on the behalf of the family head or spouse (even if temporarily absent), or to any other family member, or all amounts *anticipated* to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date. During the Moving to Work Demonstration LHA will follow the income inclusions and exclusions according to the Federal Regulations except for the following:

1. **Minimum Earned Income (MEI).** LHA will include a minimum amount of earned income when calculating Annual Income whether or not a family is working. The minimum amount of earned income for families with one eligible adult will be based on 25 hours per week of employment at the federal or state minimum wage, whichever is higher. The minimum amount of earned income for families with two or more eligible adult members will be based on 40 hours per week of employment at minimum wage. LHA will count the higher of the minimum earned income or the actual earned income (as defined in the definition section of this plan) for the household. The minimum earned income will be added to any unearned income the family receives. Eligible adults are persons 18 years of age or older who do not qualify for one the following exemptions. All adults in the household must be exempt in order for the household to be exempt from the minimum earned income requirements.

**Exemptions:** LHA will exempt adults members of the family from the minimum earned income requirement if they meet the following criteria:

- a. A person who has an illness or injury serious enough to temporarily prevent entry into employment or training. As an example, a broken limb would not automatically qualify an individual from this exemption. An individual under doctor's orders for restricted activities following surgery could be considered for a temporary exemption. Each exemption will be considered on an individual yet consistent basis. Exemptions for illness or injury of less than 30 days anticipated duration will not be given. The maximum duration of this exemption is one year. The exemption will continue beyond one year if the individual has a current application for Social Security disability and the decision is pending.
- b. A person who is age 62 or older or disabled.
- c. A person who is needed in the home on a continuous basis because of the illness or incapacity of another household member and no other appropriate member of the household is available to provide the needed care. Verification from a physician or licensed or certified psychologist is required. The illness or incapacity of the household member must be evaluated periodically, depending on the diagnosis and/or prognosis for recovery. LHA will verify this at each recertification.
- d. A parent or needy caretaker relative of a child under the age of 12 weeks.

- e. A pregnant woman beginning with the 3<sup>rd</sup> trimester (6<sup>th</sup> month) of pregnancy continuing through six weeks following the end of the pregnancy.
- f. An individual who is participating in AmeriCorps, JobCorps, Senior Community Service Employment ( i.e.; AARP, or Green Thumb) or Vista.
- g. A full-time student. A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. The school must be accredited by the Nebraska Department of Education and/or other acceptable accrediting agencies.
- h. A participant in an approved Self-Sufficiency Program. An approved self-sufficiency program is one that has been reviewed by LHA and whose sponsoring agency has an agreement with LHA regarding their program. Self-sufficiency programs provided by agencies will be approved if they meet the following guidelines. The self-sufficiency plan must be part of an organized self-sufficiency program developed by the agency as part of the agency's ongoing efforts to support families in achieving self-sufficiency. The goal plans must be based on results of assessment and must list goals to be achieved and benchmarks and time lines; goals must be measurable and verifiable; realistic---within the control of the individual; adequate---contribute to the achievement of self-sufficiency; congruent with the individual's values; and time-limited. The self sufficiency plan must detail the responsibilities, roles, and expectations of the participant, the sponsoring agency and case manager, and other service providers. The self-sufficiency plan may be a flexible tool which allows for adjustments based on changes in external conditions or individual circumstances. There must be an established relationship the Lincoln Housing Authority and the sponsoring agencies of the self-sufficiency program to allow for the exchange of information so that Lincoln Housing Authority can monitor the progress on self-sufficiency goals and objectives.

To be eligible for an exemption from the minimum earned income requirement, the individual must be fully enrolled in the self-sufficiency program and actively participating. They cannot be enrolled but inactive and cannot be under any sanction or probation with the self-sufficiency agency.

The following agencies are offer self-sufficiency programs and have entered into agreements to provide individual self-sufficiency program plans to the

housing authority:

- City of Lincoln Urban Development Department-One Stop Employment \* (Worker Training Programs)
- Homeless Committee- Homeless voucher program
- LHA Family Self Sufficiency Program
- Community Action Partnerships\*
- Nebraska Health and Human Services- Employment First Program
- Veterans Affairs Supportive Housing Program
- Matching Grant Program, provided by Catholic Social Services and Lutheran Family Services.

\* The individual or family self-sufficiency plan must be reviewed and approved by LHA on a case by case basis.

2. **Student Income.** Under the Moving to Work agreement, LHA will include all earned income in the calculation of Annual Income of full time students age 22 and older. These students will not be considered as dependents for the purpose of calculating annual and adjusted income. Note: For dependent full-time students ages 18-21, all earned income is excluded in the annual income calculations except \$480.

According to 24 CFR 5.609, any financial assistance in excess of tuition and any other required educational fees and charges that is received under the Higher Education Act of 1965, from private sources or from an institution of Higher Education should be consider annual income except for persons over the age of 23 with dependent children.

3. **Earned Income Disregard.** LHA will not implement federal regulations for the earned income disregard under the voucher or project-based voucher programs participating in Moving-to-Work (MTW).

Non-MTW voucher or project-based programs will implement Earned Income Disregard (EID) in accordance with 24 CFR 5.617. Once a family member is determined eligible for EID, the 24-calendar month period for EID starts the month after employment starts. The EID benefit is limited to a lifetime 24-month period for the qualifying family member. At the end of the 24 months, the EID ends regardless of how many months were used.

*Exception: There is an exception for families who received EID prior to April 7, 2016. These families are grand fathered into the EID rules prior to the April 7, 2016 change which allows them to continue to receive the 24 months of the EID benefit over a 48-month period.*

4. **Imputed Welfare Income.** LHA will not implement federal regulations for imputing welfare income under certain conditions under the MTW policy.

5. **Asset Income.**

a) **Special Needs Trusts/ENABLE accounts.** Under the Moving to Work agreement, LHA will not implement federal regulations to include a Special Needs Trust or Nebraska's ENABLE account(s) as an asset or income.

i. A Special Needs Trust is a trust that is created under State Law for disabled persons who are not able to make financial decisions for themselves. Generally, the assets with the trust are not accessible to the beneficiary. If the income from the trust is paid to the beneficiary on a regular basis those payments will be excluded as income under the MTW policy.

ii. An ENABLE account was established by the State of Nebraska to give families with children or adults that have qualifying disabilities an opportunity to save money without jeopardizing their eligibility for other government benefits.

b) **Rental Property Income.** In accordance with HUD guidance in the Housing Choice Voucher Guidebook, rental properties are to be considered personal assets and held as investments. Under our Moving to Work agreement, LHA will consider rental property owned by the applicant/participant as an asset and income will be calculated by using either 1) the actual income from the asset, or 2) the imputed asset income (face value of the property multiplied by 2%), whichever is greater.

6. **Terminated Employment.** Under the Moving to Work agreement, if a family member has terminated employment, a rent decrease will be considered 90 days after the termination date. This 90 day re-employment rule applies to both new admissions and ongoing voucher participants. For new admission participants, we will include any income earned within 90 days of the new admission interview date or thereafter. For ongoing voucher participants, we will include all earned income in rent calculations for 90 days after the employment is terminated. After the 90 day delay, an interim can be conducted and made effective the month after all eligibility

information has been verified. **Hardship Provision:** The 90 day rule is not implemented if the employment income was reduced or terminated due to the employer's reduction in workforce, or the previously employed family member is elderly, disabled, a VASH participant or qualifies for one of the Minimum Earned Income exemptions (found in Section VII, paragraph B.1 (a-g) except the self-sufficiency exemption.

### C. Calculations:

Annual income is used in rent calculations. All annual income should be "anticipated to be received from a source outside the family during the 12-month period **following** admission or annual reexamination effective date" Per 24 CFR 5.609 (2). **Exception:** Under Moving to Work, LHA will not use any income increases unknown to the household at the time of the interview date for admissions or annual re-exam.

### Procedures for Employment Income:

1. View information provided by the HUD EIV system along with a current pay verification, i.e. pay stub or statement. If this information is reflective of the next twelve month, the calculations will be used for EIV's most reflective four quarters.
2. If EIV information is not accurate or reflective of the next twelve months income, applicant or participant provided verifications are utilized with preferably pay statements for three months. If pay statements are not available a third party verification will be submitted.
3. *Use the information which is most reflective of the next 12 months* following the admission or annual re-exam.
4. If there is a discrepancy with the applicant/participant's statement and any other verification. Contact the employer to resolve the discrepancy. When employer resolves the discrepancy, document their statement and use the information to annualize the income. If the discrepancy can not be resolved, LHA will use the highest income projection.

**Note:** An exception cannot be granted if the employee *chooses* to reduce scheduled hours. An exception will be granted if income is reduced for medical reasons or an accommodation for a disability. For example: Employer states the applicant is scheduled to work 40 hours a week but the applicant provides a doctor statement limiting the applicant to working 20 hours a week for the next year due to a medical condition. LHA would use the 20 hours a week.

LHA may use the following formula to annualize income from current tax year Y-T-D.

$$\frac{\text{Current Y-T-D}}{\text{Number of weeks from Jan. 1}^{\text{st}} \text{ ( Jan. 8}^{\text{th}} \text{ is always the first week)}}$$
  
or  
Number of weeks for the current tax year

If it is a partial week then the following table may be used:

1 day	- .14
2 days	- .28
3 days	- .42
4 days	- .56
5 days	- .70
6 days	- .84

**Note:** If the number of weeks from January 1<sup>st</sup> does not appear to be reflective of current Y-T-D, then determine when the pay period began for current tax year. If pay period began in December, LHA may count the December weeks.

**Bonus Calculations:** If there are bonuses to be anticipated, but the employer refuses to anticipate the bonus for the current year, the bonus from last year will be used for calculations.

5. **Temporary / Sporadic Employment:** If a person works temporary or sporadic employment in the past 12 months, LHA will anticipate the next 12 months earnings using the past income to reflect the future income. If the person has not been enrolled with temporary or sporadic work on a consistent basis (less than 12 months), then LHA will anticipate the income on a quarterly basis, completing interims every quarter regardless of the increase or decrease of income.

## 6. Child Support Calculations

- (a) count the court ordered amount; or
- (b) if the payment history indicates a pattern of payment different than the court ordered amount, anticipate the next 12 months of child support using the actual child support received by the applicant/tenant within the past 12 months; **unless**
- (c) the past 12 months is **not** the best indicator, then **less than 12 months** payment history may be used to predict the future 12 months income as long as the reason is documented in the case file. *Note: Under these circumstances, if a "reasonable" pattern has been established for the last 3 months, the worker should consider using the past three months payment history to predict the future annualized child support.*

## 7. Lump Sum Calculations

Treatment of accumulated periodic payments due to a dispute or processing problems will be done prospectively for families who report lump sum amounts on a timely basis. If the family fails to report the payment to LHA timely, the lump sum will be calculated retroactively.

Any portion of the lump sum that is for a period prior to the family's participation would be

counted as an asset instead of income.

LHA will follow the rules according established by HUD in 24 CFR Part 5.609.

The Housing Choice Voucher Guidebook offers examples in calculations.

#### 8. **Retirement Fund Calculations**

While an individual is employed, count only amounts the family can withdraw without retiring or terminating employment. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum as an asset.

#### 9. **Person Permanently Confined to Nursing Home Calculations:**

If a family member is permanently confined to the hospital or nursing home and there is one family member left in the household, LHA will calculate using the method that provides the tenant the most benefit:

- (a) Exclude the income of the person in the nursing home and give the tenant no medical deductions paid on behalf of the member in the nursing home, or
- (b) Include the person's income residing in the nursing home and give the tenant the medical deductions they pay on behalf of the family member in the nursing home.

*Note: The bedroom size for the voucher would be based on only the remaining household members actually residing in the unit.*

#### 10. **Calculations for Assets Disposed of for less than Fair Market Value:**

LHA must count assets disposed of for less than fair market value during the two years preceding examination or re-examination. LHA minimum threshold is \$1,000. If the total amount of assets disposed of within the one year period is less than \$1,000, then it will not be considered as an asset. If assets are disposed of for less than Fair Market Value, we will count the value of the divested asset ( market value less amount received plus cost to convert to cash) times the passbook savings rate as imputed income from the divested asset.

Assets disposed of as a result of divorce, separation, foreclosure or bankruptcy are not considered as assets disposed for less than fair market value.

#### 11. **Assets and Imputed Asset income for non-Moving to Work (MTW) programs:**

Non-MTW policy requires that enough information is collected to determine the cash value of the asset and the actual income. When net family assets are \$5,000 or less, then actual income from the asset is used. When total net family assets are more than \$5,000, the greater of 1) actual asset income or 2) the LHA identified passbook savings rate that is multiplied by the asset cash value will be used.

Per PIH notice 2012-29, LHA must establish a passbook savings rate for imputed asset income. Imputed asset income is used when a family has net assets in excess of \$5,000 and the actual income of the assets is lower than the imputed asset income.

Effective February 1, 2016, LHA has established passbook rating of .06% for non-MTW programs. The national savings average as of October 4, 2016 is .06 percent and LHA may establish a passbook savings rate within .75 percent.



**12. Prorations of Assistance for “Mixed” Families:**

A “mixed” family includes at least one U.S. citizen or eligible immigrants and any number of ineligible members. Proration of assistance must be offered to any applicant or participant family.

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who are actually eligible. TTP is the gross rent minus the prorated assistance.

**E. Temporary Absence**

The family is required to declare in writing to LHA when a family member is temporarily absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will advise the family of their options and how it affects their rent portion and voucher size. LHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, LHA must count the income of a spouse or the head of household if that person is temporarily absent, even if that person is not on the lease.

A determination of when a household member is temporarily absent from the household depends on 1) whether the family member is an adult or child, and 2) whether the household member is the only adult or sole member of the household.

**1. Children/Dependent**

- (a) **Children in Foster Care:** If the children are removed from their parent’s home due to neglect or abuse, as long as a reunification plan is in place with the local social service agency, the child(ren) will remain a member of the tenant family.  
LHA will obtain verification from the local social service agency.
- (b) **Student (other than spouse):** A student who attends school away from home, but lives with the family during recesses, may be considered either temporarily absent ( first \$480 of earned income and all unearned income is counted, on lease, counted on voucher size), or permanently absent (income not counted, not on lease, not counted for voucher size) at the family’s option.
- (c) **Joint Custody of Children:** Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. “51% of the time” is defined as 183 days of the year and do not have to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents.

- 2. Single Parent/Adult Household:** When a single parent will be absent for an extended period, LHA will allow with the owner’s prior approval, another adult to move into the household to care for the children and the dwelling unit. LHA will continue assistance up to 60 days, as long as the family continues to meet the definition of family and the other adult responsible for the unit meets all other eligibility requirements. The single parent must not be absent from the unit for

more than 60 days unless it is for medical reasons such as hospitalization. When the single parent is required to be on an extended absence for medical reasons beyond 60 days, the single parent must provide LHA with a written request to change the designated head of household; and LHA and the owner must approve the other responsible adult to be added to the household. This will allow the family to continue to receive voucher assistance and fulfill the family obligations under the voucher program.

**Incarcerations and Vacations:** Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household being absent from the unit thus will be considered permanently absent from the unit after 60 days.

### 3. **Two or more Adult Households**

- (a) **Head of the Household** may not be absent from the household for more than 60 continuous days without reasonable cause. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household being absent from the unit thus will be considered permanently absent from the unit after 60 days.
- (b) **Absence by other Adult.** LHA will consider an adult to be temporarily absent, and not permanently absent, from the household, if the person intends or reasonably can be expected to return when the purpose of the absence has been accomplished. For example, if a family member is working out of town, will return to the household to live when the work is complete, this family member would still be considered a part of the household as a temporarily absent household member. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult being absent from the unit thus will be considered permanently absent from the unit after 60 days.
- (c) **Absence by all Adults.** The adult members cannot be absent for more than 60 continuous days without reasonable cause. If the adult members must leave the household for more than 60 continuous days, the unit will not be considered their principal place of residence. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult being absent from the unit thus will be considered permanently absent from the unit after 60 days.

- 4. **Sole member of the Household.** The sole member of the household can not be absent from the unit for more than 60 continuous days. If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and they will be terminated from the program unless the absence is due to medical reasons. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult being absent from the unit thus will be considered permanently absent from the unit after 60 days.

If the sole member must leave the household to go to the hospital or nursing home, LHA will seek advice from a reliable medical sources as to the likelihood and timing of their return. If the medical source informs LHA that

they will be permanently confined to a nursing home, they will be considered permanently absent. The length of stay can not exceed 180 days before LHA will consider the absence permanent.

#### F. Permanent Absences

The family must report in writing to LHA to declare a family member permanently absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability.

1. **Spouse and other Adult members:** If the family declares that the spouse or other adult member leaves and the family declares in writing that the spouse or other member is permanently absent, **LHA will require verification of the move before** it will consider them permanently absent and will remove them from the lease. LHA will consider them permanently absent if one of the following is provided and then must be removed from the lease. The verifications are listed in the order of the most to least preferable form of verification.
  - (a) Lease in their name at another location;
  - (b) Protection or restraining order obtained by one family member against another.
  - (c) Proof of incarceration.
  - (d) Divorce or legal separation.
  - (e) Statements from other agencies such as Health and Human Services;
  - (f) Utility or telephone bills in their name at another location; and
  - (g) At LHA discretion, a statement from the family which includes a forwarding address
2. **Military (adult child):** If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.
3. **Children ( ages 17 or under).** Minor children will be consider absent as declared in writing by the head of household.

#### G. Visitors

Any adult not included on the HUD 50058 who lives or stays in the unit on a repetitive basis without LHA's written approval will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address may be considered verification that the visitor is an unauthorized member of the household.

Statements from neighbors and/or the property owner may be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and LHA will terminate assistance because prior approval was not requested or granted for the additional household member.

**H. Family break-up:** If a family breaks up, the following factors must be considered in determining who remains in the program (24 CFR 982.315 and refer to “Subsidy Standards” section).

1. It is in the best interest of the minor child(ren) or ill, elderly or disabled family members;
2. The family members were not forced to leave the unit due to emotional or physical abuse; and/or
3. If a court determines the disposition of property between the members in a divorce or separation, LHA is bound by the court’s determination of which family members continue to receive assistance.

## I. Deductions

Under Moving to Work policy changes effective April 1, 2008 the following deductions are no longer utilized in household TTP calculations for applicants or participants. See “ MTW Demonstration” area, page 26, for more detail explanation. For Non-MTW program participants, the deductions will be followed in accordance to the Housing Choice Voucher program regulations.

1. **Dependent Deduction:** LHA will provide the same dependent deduction required by HUD regulation with one exception. Under MTW, LHA will not consider as dependents full-time students age 22 and over. LHA will not provide a dependent deduction for these students.
2. **Child Care Expense Deduction:** Child care expenses for children under the age of 13 may be deducted from the annual income if the child care enables an adult to actively seek employment, be gainfully employed and/or to further their education. (24 CFR Section 5.603)
3. **Medical Expense Deduction:** If the head of household or spouse is elderly ( 62 or older) or disabled the all family members will be allowed the medical expense deduction. See HUD rules for allowable medical expenses in IRS Publication 502. Medical expenses may include but are not limited to health insurance, medical transportation, services of health care professionals and facilities, prescription and non-prescription medicines, dental expenses, hearing aid batteries, eye glasses and monthly payments on accumulated medical bills ( only the amount expected to be paid in the next 12 months). Non-prescription medicines must be doctor recommended with a specific dosage in order to be considered as a medical expense. (CFR 5.603, 5.611 and 5.403 and Housing Choice Guidebook 5-31/32)

LHA will consider veterinary bills and food for guide dogs as a medical expense.

Medical expenses must be anticipated for future months in calculating the allowable expenses.

4. **Disability Assistance Expense:** Families may deduct reasonable anticipated expenses for attendant care and auxiliary apparatus for family members with disabilities. The expense must enable the family member to be employed and can not be an expense that is paid to a member of the family or reimbursed by an outside source. This deduction must not exceed the earned income received by the family members who are able to work. The expenses exceeding 3% of the gross annual income will be allowed. CFR 5.603 & 5.611
5. **Elderly/Disability Allowance:** \$400 **per family** is allowed if the head of the household or spouse is a person who is at least 62 years old or a person with disabilities.

6. **Medical Insurance Premium Deduction:** For non-elderly, non-disabled families LHA will deduct the amount of medical and dental insurance premiums paid by the family that exceeds 3% of Annual Income. LHA will calculate this in the same manner that it calculates the HUD-required deduction of medical expenses for elderly and disabled families. However, for non-elderly, non-disabled families LHA will only include the cost of insurance premiums paid by the family, and that are not reimbursed to the family. LHA will not deduct any other out of pocket medical expenses for non-elderly, non-disabled families.

I. **Minimum TTP:** \$50 is the minimum TTP. By request, exemptions to the minimum rent requirement may be provided to any family who is unable to pay the amount due to financial hardship, unless the hardship is temporary. Upon request for a hardship, LHA will suspend the \$50 minimum TTP beginning the month following the request until LHA determines if the family qualifies for the financial hardship and whether the hardship is temporary or long term. Financial hardships include the following situations:

1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence and who would be entitled to public benefits but Title IV of the Personal Responsibility and Work Act of 1996;
2. When the family would be evicted because unable to pay the minimum rent;
3. When the income decreases because changed circumstances including the loss of employment ; or
4. When a death in the family has occurred.

If the hardship is determined temporary, the minimum rent is suspended 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent is reinstated retro-actively to the date of the suspension. LHA will offer a reasonable repayment agreement to cover the minimum rent charges during the suspension period.

#### J. **Payment Standard Adjustments**

The payment standard schedule will be reviewed by LHA annually and adjusted to as parallel to the Section 8 Voucher Fair Market Rent levels as funding allows.

## K. Utility Allowance

LHA continues to utilize one standard utility allowance per bedroom size or voucher size which ever is lower. The standard utility allowances are calculated at least annually using the current average utility cost per number of bedroom(s) per unit . Effective July 1,1999, LHA discontinued issuing utility reimbursement checks.

For non-MTW vouchers the utility allowance will be determined by bedroom size or voucher size (whichever is lower), tenant paid utilities and type of utility.

Per Section 242 of the 2014 Appropriations Act, the utility allowance for a family shall be the lower of: (1) the family voucher size; or (2) the unit bedroom size. Upon the family request that includes a person with disabilities, the PHA may approve a higher utility allowance if needed as a reasonable accommodation.

### 1. **MTW UTILITY ALLOWANCE HARDSHIP ( Enhanced Vouchers)**

Refer to the Enhance Voucher section of this Administrative plan.

### 2. **Utility Allowance Schedule**

At least annually, LHA will obtain and analyze utility rate data for all utility providers within Lincoln to determine whether there has been a change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

#### **Changes in Utility Allowance Schedule**

If there is a change in the Utility Allowance Schedule, the new schedule will be implemented at the participant's next annual re-examination, or on the effective date of a unit transfer or new admission.

An appropriate adjustment will be made to the schedule if there has been a change of 10% or more. No adjustment will be made for any increase calculated to be less than \$1 per unit month.

## L. Maximum Rent Burden

**Under Moving to Work Agreement, effective February 1, 2008 for all vouchers issued for admissions or transfers.** LHA must prohibit approving the assisted tenancy and executing the HAP contract, if the gross rent exceeds the appropriate payment standard and the family rent share is more than 50% of their monthly-adjusted income.

**For non-MTW vouchers.** In accordance with the Housing Choice Voucher program, LHA must prohibit approving the assisted tenancy and executing the HAP contract, if the gross rent exceeds the appropriate payment standard and the family share is more than 40% of their monthly-adjusted income.

**Section VIII.**  
**PROCEDURE FOR ADJUSTING VOUCHER PAYMENT STANDARDS**

The payment standard schedule will be reviewed annually and adjusted as parallel to the Section 8 Existing Fair Market Rents levels as funding allows.

- A. Payment Standard :** Payment standards are used to calculate the Housing Assistance payment (HAP) Lincoln Housing Authority (LHA) pays to an owner on behalf of the family leasing the unit. The range of possible payment standard amounts are based on HUD's published fair market rent (FMR) schedule area within Lincoln Housing Authority's jurisdiction. FMRs are based on either the 40<sup>th</sup> percentile of the rents charged for standard rental housing in the FMR area. LHA may set its Payment Standard amount from 90 percent to 110 percent of the published FMR. Any payment standards above 110% or below 90% must first be approved by HUD.

The Payment Standard amount affects the amount of subsidy a family will receive and the amount of rent to be paid by the program participants. If a family leases a unit with a gross rent at or below the payment standard for the family, the family's share will be the Total Tenant Payment (TTP). If the rent for the unit is higher than the payment standard the family's share will be higher than the TTP.

Payment Standard amounts should be high enough to allow families a reasonable selection of modest, decent, safe and sanitary housing in a range of neighborhoods in the Lincoln Housing Authority jurisdictions. To meet that objective and to support families wishing to move to area of lower concentrations of economically disadvantaged households, LHA may establish higher payment standard schedules for certain areas within LHA jurisdiction so program families can rent units in more desirable areas. At times, funding may dictate the payment standard schedules.

- B. Exception Payment Standard:** LHA may approve an Exception Payment Standard up to 120% of the Fair Market Rent (FMR) when needed to provide a reasonable accommodation for a person with a disability. HUD's approval is NOT needed for Payment Standard exceptions at or below 120% of the FMR.

In order for the family to be approved for the Exception Payment Standard, the unit must have features that meets the specific needs of a family member with disabilities. For example, a unit may be suitable because of its physical features or for other reasons such as having requisite number of bedrooms, location on an accessible transit route or proximity accessible employment, education, services or recreation. The request for this Exception Payment Standard should be made in writing to LHA and verified by medical professional or other qualified professional.

- C. Increasing Payment Standard amounts by Board of Commissioners Resolution:** Lincoln Housing Authority may establish its payment standard amounts between 90 and 110 percent of the 40<sup>th</sup> and 50<sup>th</sup> percentile FMR. LHA will use the FMRs published. To increase payment standard amounts above 100% published FMR, LHA must obtain a board of commissioners resolution.



**D. Implementing Increased or Decreased Payment Standard Amounts:**

The payment standard in place on the effective date of the Housing Assistance Payment (HAP) contract remains in place for the duration of the contract terms unless LHA increased or decreased the payment standard. If the payment standard is increased, the higher payment standard is used in calculating the HAP at the time of the participant's regular (annual) re-examination. Families requiring or requesting interim re-examinations will **not** have their HAP payments calculated using the higher payment standard until their next annual re-examination.

As fair market rents are adjusted annually, the percentage for fair market rent to payment standard may also change. **Decreases** to payment standards must occur at the signing of new HAP contracts during admissions, transfers or renewal contracts. LHA will follow HUD's procedures established at 24 CFR 982.505 to reduce payment standards for those households with existing HAP contracts at the second annual re-examination from the date of the decrease to the payment standards.

**E. Final Fair Market Rents (FMR) for Housing Choice Voucher Program: Fiscal Year 2019; Effective October 1, 2018**

Bedroom size	0	1	2	3	4
	<b>\$567</b>	<b>\$620</b>	<b>\$805</b>	<b>\$1,142</b>	<b>\$1,381</b>

The Payment Standard remains unchanged. The % of FMR has been adjusted to reflect changes in the FMR for Fiscal Year 2019..

<b>Bedroom size</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Payment Standard</b>	<b>\$521</b>	<b>\$606</b>	<b>\$801</b>	<b>\$1,141</b>	<b>\$1,377</b>	<b>\$1,584</b>	<b>\$1,791</b>
<b>% of FMR</b>	<b>91.9%</b>	<b>97.7%</b>	<b>99.5%</b>	<b>99.9%</b>	<b>99.7%</b>	<b>99.8%</b>	<b>99.8%</b>

**SECTION IX  
VERIFICATIONS  
(HUD Handbook 7420.10 Chapter 5)**

- A. General Policy:** LHA will verify all information affecting an applicant or participant's eligibility for the program including selection for preferences, rent calculations and unit size.

Items to be verified include:

1. Age
2. Assets
3. Child Care expenses
4. Citizenship/ Immigration Status ( if born outside the US)
5. Dependent Allowance
6. Disability assistance expenses
7. Disability status
8. Familial
9. Family circumstances
10. Income ( inclusions and exclusions)
11. Legal identity
12. Medical expenses
13. Preference status
14. Social Security numbers
15. Unit size
16. Zero income status

These verifications will occur no later than sixty (60) days prior to the voucher issuance; no more than 60 days prior to interview for annual admissions re-exams and interims and no more than 120 days for voucher extensions. Permanent verifications must only be verified once, i.e. Social Security numbers.

- B. Methods of Verification:** LHA will verify in accordance to the federal regulations and LHA procedures. LHA prefers to independently verify information. However, LHA recognizes this may not always be possible, thus LHA will observe the following preferred order of verification:

1. **Up front Income Verification:** As available by HUD, up front income verification through computer matching will be used to verify wages, unemployment, TANF, and Social Security Benefits.
2. **Third Party:** LHA will first attempt to obtain written third party verifications of information. LHA will require applicants to sign authorizations for the release of information to enable LHA to obtain such verifications. Any written inquiries will state the purpose of the inquiry and include the applicant/participant's authorization to release information. LHA will strongly encourage parties to respond in writing, but will accept oral verification from a third party source if a written response is not possible. LHA will document all attempts to obtain written and oral third party verifications before moving to the next level of verifications.

**Computer** verifications and tenant provided documents created by third parties such as pay stubs, bank statements and etc. will serve as a third party verification where

allowed by HUD and/or state or local agencies. Computer printouts are acceptable.

3. **Family Documentation:** If third party verification is not possible, LHA may accept other documentation supplied by the applicant. All documents will be photocopied. If photocopying is not allowed for a particular piece of documentation, then LHA will be required to make a notation in the file regarding the document which was viewed.
4. **Family Certification:** Under limited circumstances, if the nature of the information cannot be documented or independently verified, LHA may accept a certification from the family by submitting a statement in writing. LHA will use its best judgement to determine whether the family should be able to provide documentation of certain information.
5. **Release of Information:** Families will be required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice and other appropriate forms of verification not covered under the HUD form 9886. The signatures should be updated at each annual re-examination. Family refusal to cooperate with the required verification system will result in denial or termination.

**C. Acceptable Forms of Verification:** The verifications are listed in the order of most to least preferable form of verification. LHA will attempt to obtain the “most” preferable form of verification.

**Income and Assets:**

1. **Alimony or Child Support Payments:**
  - (a) Copy of separation or settlement agreement or divorce decree stating amount and type of support and payment schedules.
  - (b) Statement of the party responsible to enforce the payments indicating a record of payment history.
  - (c) A letter from the person paying the support.
  - (d) A copy of the latest check. LHA must record the date, amount and number of the check.
  - (e) Child Support/Alimony certification statement.
  - (f) Household’s signed statement.
2. **Assets Disposed:**
  - (a) Family’s certification as to whether any member disposed of assets for less than fair market value during the two years preceding the effective date of the certification/re-certification.  
  
and/or
  - (b) If the family disposed of assets for less than fair market value, a certification that shows:
    - (i) All assets disposed of for less than FMV;
    - (ii) Date assets were disposed;
    - (iii) Amount family received; and
    - (iv) The asset’s market value at the time of disposition.

3. **Assets (Net Current & Non-Liquid) :**

Under MTW policy collect enough information to determine the current face value. Only assets that equal to or more than \$5,000 face value require verification beyond self-certification. Assets less than \$5,000 may be verified with self certification by the household.

The Non-MTW program requires that enough information be collected to determine the cash value of the asset and the asset's actual income. When net family assets are \$5,000 or less, then the actual income from the asset is used. When the total net family assets are more than \$5,000, the greater of 1) the actual asset income, or 2) the LHA identified passbook savings rate that is multiplied by the asset cash value will be used.

- (a) Current balance on savings or checking passbooks, bank account statements, certificates of deposit, bonds or financial statements.
- (b) Verification forms, letters or documents from a financial institution.
- (c) Quotes from stock broker or real estate agent.
- (d) Real estate tax statements at current market value.
- (e) Copies of closing documents.
- (f) Appraisals.
- (g) Family's notarized statements.

4. **Employment:**

- (a) Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days (preferably 3 months) employment unless the participant recently started employment and has not worked a full 30 days.
- (b) W-2 forms plus tax return forms.
- (c) Employment verification form completed by the employer.

5. **Interest Income and Dividends:**

- (a) Account statements, passbooks, etc., providing enough information and signed by the financial institution.
- (b) Brokers' quarterly statements showing the value of the stocks or bonds and the earnings credited the applicant.
- (c) An IRS form 1099.

6. **Interest from the sale of real property pursuant to purchase money mortgage, installment sales contract or similar arrangement:**

- (a) A letter from the accountant, attorney, real estate broker, the buyer or financial institution stating the interest due for the next 12 months.
- (b) Amortization schedule showing the interest for the 12 months following the effective date.
- (c) A copy of the check paid by the buyer to the applicant is **not** sufficient.

7. **Rental Income:**
  - (a) IRS 1040 with Schedule E.
  - (b) Copies of latest rent checks, leases or utility bills.
  - (c) Documentation of family's income and expenses in renting the property which includes expense and income receipts.
  - (d) Lessee's written statement identifying monthly payments due the family and family affidavit to net income.
  
8. **Recurring Gifts:**
  - (a) Notarized statement signed by the person providing the gifts. Must give the purpose, dates and value of the gift(s).
  - (b) Family notarized statement that provides the same information indicated above.
  
9. **Self-Employment (Net Income from a Business):** The following documents will reflect the prior year's income, but LHA must consult with the participant/applicant on the estimated income due for the next 12 months.
  - (a) IRS Tax Return, form 1040 and any schedules (C - Small Business, E - Rental Property and F- Farm Income).
  - (b) Accountant's calculation of depreciation expense computed using straight-line depreciation rules.
  - (c) Financial statements of the business.
  - (d) Loan application listing income derived from the business during the previous 12 months.
  - (e) Applicant's accounting statements as to the net income realized from the business during the previous years.
  
10. **Social Security, Pensions, Disability and Unemployment Income:**
  - (a) Computer links.
  - (b) Benefit verification form completed by the agency providing the benefits.
  - (c) Award or benefit notification letters.
  
11. **Welfare:**
  - (a) Records obtained via LHA's computer link or directly from the Department of Health and Human Services.
  
12. **Zero income Status:** Families reporting no income or unrealistically low income will be required to sign an affidavit of unemployment, zero income affidavit and/or "survival" statement.
  
13. **Deductions:** Effective April 1, 2008 all deductions except deductions provided under the Hardship TTP will be eliminated according to the MTW policy changes. Under the Hardship TTP the household will provide a written statement regarding the previous allowable deductions describing if they have remained the same, or are expected to increase.
  
14. **Social Security numbers**
  - (a) Social Security card; or
  - (b) A written statement from the Social Security Administration verifying the name and Social Security number.; or
  - (c) An original document from a federal or state government agency which contains the individual's name and social security number along with identifying information of the individual such as address, date of birth and etc.

**Miscellaneous:**

15. **Citizenship or National Status:**
  - (a) Individuals born outside of the United States—a birth certificate, U.S. passport, or naturalization papers; and
  - (b) Signed declaration of 214 status provided by the family for each household member and a copy of the Social Security card.
  - (c) Non-citizens in eligible immigration status—provide USCIS card or documentation containing an alien registration number and a signed verification consent form. LHA will complete a verification on the SAVE system.
  
16. **Full Time Student Status:**
  - (a) Written verification from the registrars' office or appropriate school official.
  - (b) School record indicating enrollment for sufficient number of credits to be considered a full-time student by the school.
  
17. **Medical Need for Larger Unit:**
  - (a) A medical source must provide a written certification there is a need to provide a larger unit as a reasonable accommodation for a disability.
  
18. **Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking:**

A family member must complete and submit form HUD-5382 or information provided in lieu of the certification within 14 business days of receiving a written request by LHA. If this information conflicts with other existing information, LHA will also request additional third-party documentation to confirm the certification.

Verification may include but is not limited to:

1. A Federal, State, tribal territorial or local police or court record; or
2. Documentation signed by an employee, agent or volunteer service provider, an attorney or medical profession whom the victim has sought assistance in addressing the violence issues.

If the victim does not provide complete a complete and accurate certification within 14 business days or request an extension from LHA, none of the protections afforded to victims of domestic violence, dating violence or stalking shall apply.

**SECTION X.**  
**RE-EXAMINATIONS**  
**24 CFR 982.516**

- A. Annual Re-Examinations:** LHA will conduct annual re-examinations, unless otherwise noted in the Moving to Work biennial re-examination policy. re-examinations are conducted on the household's income and family composition in order to determine the appropriate Total Tenant Payment, Unit Size and Tenant Rent. A Personal Declaration form, authorization of release form, and other required forms must be completed by each participant family at each annual re-exam. LHA will assist the family with completing the required forms upon request. The family will be provided notification ninety (90) calendar days prior to the anniversary date to allow the family adequate notice to complete the re-exam process. Anniversary date is defined in the definition section of this plan. In addition LHA may shorten an annual re-examination date to balance work load or to coincide with other annual functions such as matching with tax credit certification so the both activities occur at the same time.

**Moving to Work (MTW) biennial re-examinations for elderly and disabled households:** Starting April 1, 2009, LHA will conduct re-examinations of an elderly or disabled household at least every two years. An elderly or disabled household is any family where the head, spouse, co-head or sole member is at least 62 years of age or a person with a disability as defined by Social Security Administration.

**Pre-existing program participants** (elderly and disabled households only) : For households issued new vouchers in the MTW Housing Choice Voucher program prior to April 1, 2009 , LHA has established the following policy to transition into the biennial re-examination policy. The transition period for pre-existing participants (elderly and disabled households only) will begin with annual re-examinations effective July 1, 2009 and end June 30, 2010. The next re-examination for all elderly and disabled "pre-existing" households will be conducted on a random selection based on the last digit in their social security number except for MTW 27% hardship households. For existing elderly and disabled VASH program participants whose annual re-examinations were scheduled to be conducted between December 2011 through November 2012, LHA will delay their annual re-examination to the following year, and conduct re-examinations every two years, thereafter.

**Random Selection:** Elderly and disabled households whose last annual re-examination or admission date is effective July 1, 2008 through June 30, 2009 will be selected for their next annual re-examination according to the following random selection process. An elderly or disabled household who is not designated with the 27% hardship and their head of household's last social security number is an odd numbered digit will have their biennial re-examination conducted this next year between July 1, 2009 and June 30, 2010, and every two years there after. Elderly and disabled households whose head of household's last social security number ends with an even numbered digit or if the household was designated with 27% hardship rule (odd or even social security number) will have their re-examination by-passed the first year between July 1, 2009 and June 30, 2010 and conducted the following year and every two years thereafter.

Pre-existing elderly or disabled Head of Household social security number's ending with 1, 3, 5, 7, 9 will have their biennial re-exam conducted in July 2009 through 2010 according to the month the re-examination is due.

Pre-existing elderly or disabled Head of Household social security number's ending with 0,

2,4, 6, 8 and 27% designated hardship households will have their biennial re-exam conducted in July 2010 through 2011 according to the month the re-examination is due.

**Hardship households:** Any elderly or disabled households designated as “hardship” household under the 27% MTW policy with a next re-examination date of July 1, 2009 through June 30, 2010 will have their annual re-examination immediately by-passed for one year, then and completed the following and every two years thereafter. year. For example, July 1, 2009 elderly or disabled household under the 27% hardship rule would have their next annual re-examination completed by July 1, 2010.

1. **Family Responsibilities:** The family is responsible to cooperate with LHA to complete the annual re-exam accurately and timely. LHA will provide the family a minimum of two (2) notification letters to complete an annual re-exam. The first and second notification letters will allow the family to respond to LHA within ten (10) calendar days and complete the interview and eligibility process within sixty (60) calendar days from the date of the first letter. Should the family fail to complete the re-exam process within sixty (60) days of the first letter, the family may be terminated from the program.  
A third letter will be sent to the family stating the termination date and right to an informal hearing. Reinstatement is not an option after the termination date, and the family must re-apply for assistance. Reinstatement is possible for a participant with disabilities who fails to comply with responding to the process for a reason related to their disability.
2. **LHA Responsibilities:** It will be LHA’s responsibility to send the notification letters in accordance with the following:  
**1<sup>st</sup> Notification letter:** LHA should send to family within a minimum of 90 calendar days prior to anniversary date.  
**2<sup>nd</sup> Notification letter:** LHA should submit to family within 5 working days of family’s failure to respond to the request(s) of 1<sup>st</sup> notification letter or the family’s failure to complete the requirements of the re-exam with in 10 calendar days.  
**3<sup>rd</sup> letter (termination):** LHA should submit no later than 5 working days from the family’s failure to meet the requests on the 2<sup>nd</sup> notification letter or no later the 30 calendar days prior to the anniversary date whichever is shorter.
3. **Zero Income:** Families who claim zero income must provide a written declaration as to how they are paying their bills with zero income. These families will be required to cooperate with quarterly income re-certifications and rents will be changed according to the changes.



## **B. Interim Re-Examination:**

Under certain circumstances LHA will re-examine a family's income and/or composition between annual re-examinations. LHA will complete interim re-examinations at the participant's written request and when there is a household composition change. LHA will accept other forms of communication other than writing to accommodate a disability. Decreases in family income and household composition will always be re-certified during an interim re-examination. If a re-examination is completed between an annual re-examination, it is considered an interim. Changes to the tenant rent will be made effective the month after LHA receives adequate verification.

1. **Family Composition Changes:** The family must report in writing within thirty (30) calendar days all household composition changes that result in the removal of a household member. LHA will review eligibility requirements pertaining to the changes in adding or deleting a household member. LHA must review and approve eligibility of an additional person in the unit.

- a) **Increases in Household Composition for Participants**

Before any new adult member occupies the unit, the family must obtain prior written approval from the owner and LHA. Prior approval is not required for additions by birth, adoption, or court-awarded custody; however, the family must inform LHA in writing within 30 calendar days of the birth, adoption, or court-awarded custody.

Requests by the family to add family members will only be approved if they meet all other eligibility criteria. If a new family member age 18 or older is added to the unit, all family income including any income from the new family member must be used in the eligibility and rent determination process. If a new family member is under age 18 then only the income for new family member must be reported and used in the eligibility and rent determination process. In addition, criminal activity, U.S. citizenship and/or eligible immigrant status must be declared and verified for all household members.

If the family fails to report a household composition change timely, or fails to cooperate with the eligibility and rent determination process, it will be considered untimely reporting. Untimely reporting may result in the family being required to sign a repayment agreement or termination of assistance. Any additions not reported within the required time frames will be considered unauthorized household members.

LHA will accept other forms of communication other than writing to accommodate a disability.

2. **Other Changes:** A family may request in writing an interim to be completed for a decrease in income or other change in circumstances. The family will be required to report all related changes. LHA will accept other forms of communication other than writing to accommodate a disability. Changes to the tenant rent will be made effective the month after LHA receives the required verifications. LHA can not complete the interim calculations until after LHA has secured all required verifications.

**Income increase:** If the family's income increases without a change in family composition, then LHA will wait until the annual re-examination to re-determine any possible rent increase. Participants are required to report any changes in income at the next annual re-exam. Families who report zero income will be required to report income changes at their quarterly certification and rents will be changes accordingly.

**Income decrease:** Under the Moving to Work demonstration, if a family reports an income decrease, LHA will review with the family if there are other related changes which should be considered when determining the rent adjustment. LHA will verify the income decrease and any replacement income that the family will receive. A decrease in the tenant's rent share will only occur if the replacement income is less than the amount of income they have lost. For program participants under the non-MTW voucher program, if a family reports an income decrease, LHA will review with the family all related changes, obtain appropriate verifications and the rent adjustment will be effective the month following the reported decreased in income.

LHA will not lower rent for payments due to a temporary loss of income of one month (30 days) or less duration.

**Temporary or Sporadic Employment:** If a person works temporary or sporadic employment for the past 12 months, the LHA will anticipate the next 12 months earnings using the past income to reflect the future income. If the person has not been enrolled with temporary or sporadic work on a consistent basis (less than 12 months), then LHA will anticipate the income on a quarterly basis, completing interims quarterly regardless of the increase or decrease of income.

### 3. **Moving to Work interim policies**

- a) **Minimum Earned Income (MEI) Exemption:** The family will be required to immediately report any changes in their MEI exemptions. LHA will conduct an interim income review if a participant's household member no longer qualifies for an exemption from the Minimum Earned Income policy for any reason other than employment or successful completion or graduation from any approved self-sufficiency program or education program. For example, if a participant is terminated from a self sufficiency program for failure to cooperate with program guidelines, LHA will complete an income interim re-examination to include Minimum Earned Income in the calculation of Annual Income. If a participant successfully completes an approved self-sufficiency program or graduates from an education program, the MEI exemption and household member's income will not be re-examined until the next annual re-

examination.

- b) **90 Day Rule:** If a family member has reduced or terminated employment, LHA will make the rent decrease 90 days after the month the decrease occurred or after all verifications are received, whichever occurs last.  
**Hardship Provision:** The 90 day rule is not implemented if the employment income was reduced or terminated due to the employer's reduction in workforce, or the previously employed family member is elderly, disabled, a VASH participant or qualifies for one of the Minimum Earned Income exemptions (found in Section VII, paragraph B.1 (a-g) except the self-sufficiency exemption.

4. **Failure to Report Changes Timely:** LHA will conduct an interim re-exams and charge retroactive rent if the participant fails to report changes in writing within the required time frames or caused an unreasonable delay in interim re-examination processing. LHA will accept other forms of communication other than writing to accommodate a disability.

- Increases in tenant rent will be effective retroactive to the date it would have been effective had it been reported timely.
- Decreases in tenant rent will be effective on the first of the month follow the month the change is verified.

5. **Temporary Income Period:** LHA will complete an interim re-exam if the tenant rent payment was calculated for a temporary period of income. For Example: A household member submits a doctor statement that they will not be able to work for 2 months. An interim was completed and two months rent reflected zero income. The third month will have another interim adding the employment income back into the TTP. When possible LHA will issue concurrent notices on lowering the rent and one increasing the rent effective on the predicted date the client returns to work.

**Section XI.**  
**Housing Quality Standards (HQS)**  
**(24 CFR 982.401)**

LHA will follow the requirements for minimum housing quality standards as stated in 24 CFR 982.401. Inspectors will use the HUD Inspection form HUD-52580. Under the Moving to Work agreement, LHA will perform all Housing Quality Standard (HQS) inspections including properties owned or managed by LHA.

**A. HQS Variations and Clarifications by LHA.**

1. **Amenities:** If amenities such as dishwasher, garbage disposals, ceiling fans and etc, are present in the unit, they must be in proper working order. In situations where both the tenant and landlord agree to remove an amenity item rather than repair or replacing an amenity item, then rent reasonableness for the unit must be re-evaluated by LHA to determine if the contract rent is still reasonable due to the removal of the amenity item.
2. **Bathroom:** Wall mounted basins must be secured.
3. **Bedroom:** To qualify as a bedroom, the room must be least 70 square feet and have a proper egress window within the Lincoln city code standards, an overhead light and one (1) outlet, or no overhead light and two (2) outlets. Any room can be considered a sleeping room as long as it contains at least one window and two electrical outlets ( a permanent overhead or wall-mounted fixture can count as one of the required outlets) and the area size is at least 70 square feet. At least one bedroom window with egress (according to city code) must be able to open. For a unit with more than one bedroom, there must be bedroom door(s) that open, close and latch for privacy. A "pass through" room will be considered a bedroom if it meets the bedroom criteria listed above which includes having latching doors between the adjoining rooms.

In accordance with the International Residential Code bedrooms must have a ceiling height of not less than 7 feet. For bedrooms with sloped ceilings, at least 50 percent of the required floor area of the room must have a ceiling height of at least 7 feet and no portion of the required floor area may have a ceiling height of less than 5 feet. It should have adequate heat provided by a direct or indirect heat source. A room with a half wall such as a "loft" room is acceptable as a bedroom as long as the room meets all the other bedroom requirements established in this plan and HQS regulations.

4. **Cabinets:** All cabinets must be in proper working order. If cabinet doors and drawers are in place, they must work properly. If cabinet doors or drawers are removed via tenant preference then they must be free of any safety hazard left by the exposed area.
5. **Carpets:** In addition to HQS requirements, carpets will also fail HQS at annual re-examination if the carpet appears to have urine or fecal matter or other obvious safety hazards created by the tenant's housekeeping. Kitchens and bathrooms should have a finished floor covering which is cleanable, such as carpet or linoleum (not plywood or sub-flooring only), with no holes bigger than 3" in diameter.

6. **Caulking:** Caulking must be maintained when required to prevent water infiltration.
7. **Ceiling:** At initial/lease-up Inspection, the unit shall not have any missing or broken ceiling tiles in any room and globes on all light fixtures may be removed as long as there are no exposed wires or other safety hazards.
8. **.Garbage and Debris:** The unit shall be free from heavy accumulation of garbage and debris both inside and outside. Heavy accumulation means large piles of trash, garbage and discarded furniture and debris. This level of accumulation can not be picked up by an individual within one or two hours. Trash must be picked up on a routine basis. Property must be in compliance with the city and/or county ordinance on weeds and vegetation.
9. **Ovens:** If an oven is furnished by the landlord, it must be properly working, and an oven handle must be present.
10. **Screens:** Only at initial/lease-up inspection, LHA will require screens, without large holes or cut hazards, for rooms used for living with windows or a patio door that opens.
11. **Smoke Detectors:** LHA will follow the minimum HQS requirement for smoke detectors; each unit must have at least one battery-operated or hardwired smoke detector in operating condition and on each level of the unit including basements but excluding crawl spaces and unfinished attics. All smoke detectors must be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. If new construction, there must be a smoke detector *in each sleeping room*.
12. **Vehicles not licensed:** LHA will not cite for as HQS defect if the vehicle is not used as storage, will be licensed within the next 30 days, and the tenant can demonstrate the vehicle can be moved.
13. **Walls:** All interior walls must be painted. In addition to the HQS policy on large holes, walls with more than 3 holes size of a door knob or larger will be considered a HQS defect.
14. **Water Heater:** Water heater discharge pipe must be 6 to 24 inches from the floor and the diameter must not be reduce (according to Lincoln City Ordinance).
15. **Windows:** The window size requirements must follow Lincoln city code for egress purposes. All windows on the first floor must have locks. All windows required for egress or proper ventilation must open and close properly:-
16. **House/Unit Numbers:** House or unit numbers should be clearly marked and visible from the street. The numbers should be clear enough so that emergency personnel can quickly locate the property.

**B. Initial/Lease-up Inspections:** Initial inspections will be scheduled at the participant's request as promptly as schedules permit, usually within 5 to 10 business days. Inspections will not be conducted unless the unit is vacant or occupied by the voucher applicant/participant who will be residing in the unit and all utilities are in service.

Units with Housing Quality Standard (HQS) defects prior to lease-up, will be temporarily denied from the program and the owner will be notified by mail of the required corrective action and expected completion date to secure approval. Applicants and participants will be encouraged to search for another unit should the repairs exceed 30 calendar days.

**C. Annual Inspections:** HQS Inspections will be performed annually unless eligible for the Inspection Incentive or Moving to Work Inspection Incentive.

1. **Corrective Actions:** Owners will be notified of their responsibility for corrective actions and allow 30 calendar days to complete most repairs. The owner is not responsible for HQS breaches caused by the family. The owner may correct all failed items, regardless who caused the actual damage or determine which failed items were caused by the tenant and require the tenant to make the repairs.

(a) **Time frames to correct the deficiencies:** LHA will give the responsible parties a reasonable amount of time to correct the deficiencies.

- 24 hours will be given to correct all repairs considered life-threatening.
- 72 hours for repair of refrigerator, range or oven or a major plumbing fixture supplied by the owner.
- No more than 30 calendar days will be provided to correct all other repairs. Extensions can be granted with supporting evidence that a delay in the repair is beyond the responsible party's control.

(b) **Corrections of deficiencies:** Owner/Tenant must notify LHA when the repairs have been corrected. The Inspector will conduct a reinspection using the original inspection form dating and initialing the items which have been corrected. If at the time of the re-inspection, the repairs were not complete, LHA will determine who is responsible for the repairs.

- (i) **Failure by owner** to correct the "owner-caused" deficiencies within the required time frame can result in abatement of the Housing Assistance Payment (HAP) until the correction and re-inspection is completed. The owner will be given notice when the HAP contract will be terminated.
- (ii) **Failure by the tenant** to correct "tenant-caused" deficiencies within the established time frames can result in termination of assistance. LHA will not hold the owner responsible for a breach in HQS if it is determined to be caused by the family.

(c) **Abatement:** After completion of the annual inspection the owner and the tenant will receive written notice of any defect(s) required to be repaired within 24 hours to 30 days depending on the deficiency. When it has been determined a unit on the program fails to meet the Housing Quality Standards and the owner has been given opportunity to correct the problem(s) but does not do so within the time frame established by LHA (up to 30 days), the rent for the unit may be abated for up to 30 days prior to the contract termination.

LHA will notify the owner of abatement. The decision to abate HAP monies to an owner for HQS non-compliance will be final. Any abated monies will not be reimbursed to an owner except by approval of the Supervisor or Manager.

**D. Scheduling Annual and Re-Inspections:**

Annual inspections may be scheduled by the Inspection Department. LHA will conduct an

annual unit inspection at least once a year from last passed inspection date for non-MTW programs and by the next re-examination date for MTW programs. The annual inspection may be waived if the unit is eligible Inspection Incentive policy. If the household is on a biennial re-examination schedule under Moving to Work policy, the household's unit must still be inspected by the next year's re-examination date even if their annual re-examination is by-passed due to their status as an elderly, disabled or hardship household.

**Inspection Incentive policy:** The Inspection Incentive policy provides tenants and owners the opportunity to be rewarded for maintaining their assisted units in compliance with Housing Quality Standards (HQS) by having the required HQS annual inspection by-passed for one year. If at any annual or initial "pick-up" inspection the unit is in 100% HQS compliance at the first inspection, the next annual HQS inspection for this unit with the same tenant may be waived for one year.

Special Inspection: If at any time a unit requires a special inspection the "inspection incentive" is revoked and the unit must have an annual inspection completed by the tenant's next annual re-examination date.

Under Moving To Work program, LHA will use an alternate form, Request for Inspections and Unit Information, in lieu of the HUD Request for Tenancy Approval form, HUD-52517.

When necessary, one re-inspection will be scheduled within 30 days.

Letters will be sent to the participant and respective owner notifying them of their scheduled annual inspection date. The letters will include the participant's obligation to cooperate with annual inspections, the benefit to the owner and participant in completing timely inspections, including timely renewal of their HAP, and the owner's responsibility to provide the tenant proper notice to inspect the unit without the tenant's presence.

LHA Inspectors will enter the unit in absence of the tenant, if the owner is present or authorized person.

**E. Missed Appointments:**

In the event the first Annual inspection or re-inspection appointment is not completed due to the absence of the participant or their designated representative, a letter to the participant will be generated. For annual inspections, another scheduled inspection date will be established by LHA, and the participant must cooperate with enabling LHA to complete the inspection on the pre-assigned date. If it is a recheck, a letter will be sent requesting the participant to contact LHA within five (5) business days.

**Second Missed Appointment:**

In the event a second Annual inspection or re-inspection can not be completed due to the participant failure to cooperate with completing the inspection a termination notice will be sent with the right to an informal hearing. Good cause can be determined on the information provided by the participant and case worker along with knowledge of the participants ability to meet their obligations. If good cause exists prior to termination date, another appointment will be scheduled. The participant will be terminated if the participant fails to provide "good cause" for missing a second appointment.

## **F. Re-Inspection on required HQS corrections**

LHA must verify that all HQS deficiencies are corrected by the owners and/or tenants in a proper and timely manner. LHA will verify all HQS deficiencies that have been corrected via an onsite unit reinspection for initial occupancy and project-based unit inspections.

Annual or Complaint re-inspections: If an annual or complaint inspection identifies HQS deficiencies, under the guidance of HUD notice PIH 2013-17, LHA has the option to verify that the HQS deficiencies have been corrected through other methods rather than an onsite re-inspection.

At either an annual or complaint re-inspection, LHA will use one of the three following methods to verify that HQS deficiencies corrections have been completed.

1. Conduct an onsite unit re-inspection by LHA or authorized representative;
2. Provide a photo and/or written certification signed by the tenant and landlord; or
3. Provide a written statement or receipt from a vendor or contractor (not employed by the landlord) proving the deficiency was corrected.

Photo re-inspections: LHA will accept photos to re-check HQS deficiencies identified at annual and complaint inspections when the photo can clearly demonstrate the HQS deficiency item is in program compliance. The photo must be submitted to LHA electronically in a .jpg or .tif format with a resolution of at least 300dpi. The HQS deficiency will be considered corrected on the date LHA receives a sufficient photo. LHA does not accept responsibility for electronic mail loss or delay.

**Written certification:** The written certification shall specifically describe the HQS deficiency item and correction so it can be easily matched with the Inspection HQS Deficiency letter. The HQS deficiency will be considered corrected on the date LHA receives a signed certification from both the tenant and landlord. LHA does not accept responsibility for electronic mail loss or delay.

LHA will make the final decision on when an onsite re-inspection is necessary to determine that a HQS deficiency has been satisfactorily corrected. The following are examples of HQS deficiencies that cannot be reinspected through photo verification; smoke detectors not operating properly, exterior or security doors not latching or locking, windows not operating properly, electrical items not operating properly, or insufficient heating or cooling.

## **G. Complaint inspections**

Complaint inspections can be made at the request of either the owner or participant. A determination on the seriousness of the alleged Housing Quality Standard violation will be made by the Inspections Department.

### **1. Non-Life threatening condition complaints**

A complaint inspection will only be done when it is determined the person responsible for the repairs has been given reasonable opportunity by the complainant to make repairs. The tenant must submit the complaint of the defect to the owner in writing while providing a copy of the letter to LHA. If the owner fails to correct the problem within a reasonable time (typically 10-14 days), the tenant should contact LHA to schedule the complaint inspection (typically scheduled for the next business day) to determine if the unit is in compliance a Housing Quality Standards (HQS).

Should the owner at any time indicate they are not willing to fix the defects within the



specified period, abatement may be waived or shortened at LHA's discretion, and a termination notice will be sent allowing the participant a reasonable time to locate a unit.

2. **Life threatening condition complaints**

If LHA receives a complaint regarding a life-threatening condition then a complaint inspection will be conducted within 24 hours of the received complaint, or LHA will have the option to immediately issue a notice of non-compliance with Housing Quality Standards based on the tenant's statement or from another verified source such as a utility company, fire report or etc.

3. **HQS Violation Cited**

If the result of a complaint inspection determines there is an HQS violation, the inspector will determine whether the owner or participant is responsible to make the correction.

(a) **Owner Corrections:** The owner will be notified of the violation and given time to make the corrections based on the type of violation as follows.

- (i) 24 hours for no hot or cold water, no heat, no electricity, entrance/exit not secured, or any other condition which is imminently hazardous to life. Notification on 24 hour defects will be made by phone, fax, e-mail or in person whenever possible.
- (ii) 72 hours for repair of refrigerator, range or oven or a major plumbing fixture supplied by the owner.
- (iii) up to 30 days for all other repairs.

Failure on the part of the owner to make corrections can result in abatement and constitute grounds for possible termination of the Housing Assistance Payment (HAP) contract by LHA. If the contract is terminated, the participant will be issued a voucher to move. It will be the responsibility of the participant to allow the owner to make required repairs in an expedited fashion so the owner can fulfill his responsibility under the HAP Contract within the requested time frame.

(b) **Participant Corrections:** The participant will be notified in the mail of the violation and given time to make their corrections based on the type of violation as follows

- (i) 24 hours for a condition which is imminently hazardous to life. They may also be issued a 48 or 72 hour notice for non-compliance with HQS at the inspector's discretion.
- (ii) Failure to pay for any utilities the owner is not required to pay. Participants will be given a 24 hour notice to restore utilities.
- (iii) Failure to maintain any appliances the owner is not required to provide. Participants will be given a 24 hour notice to restore appliances. They may be issued a 48 or 72 hour notice for non-compliance with HQS at the inspectors discretion.
- (iv) up to 30 days for all other repairs.

Failure on the part of the participant to make the corrections could result in termination of their rental assistance and participation with the program.

## **H. Denial of Owner or Property Manager Participation.**

LHA may deny an owner participation from the program when the owner or property manager:

1. The owner has violated obligations under the Section 8 HAP contract;
2. the owner has committed fraud, bribery or any other corrupt or criminal act;
3. has a history or practice of non-compliance with Housing Quality Standards;
4. has a history or practice renting units that fail to meet State or local housing codes;
5. has not paid State or local real estate taxes, fines or assessments;
6. has a history or practice renting units to tenants who are disorderly and interfere with the neighbor's right to peaceful enjoyment;
7. has engaged in drug-trafficking;
8. is currently employed by Lincoln Housing Authority. Note: LHA employees who were approved to participate in the voucher program as an owner or property manager prior to February 1, 2014 may continue to participate under any pre-existing HAP contracts, but may not be approved for any new HAP contracts on or after February 1, 2014.;
9. any unsuitable landlord behavior or conflict of interest as determined by LHA;
10. Landlord does not have a permanent verifiable residence; or
11. as directed by HUD.

**SECTION XII.**  
**LEAD-BASED PAINT**  
**(24 CFR Part 35 Subparts A, B, R & M)**

The Lead Safe Housing Rule applies only to pre-1978 units occupied by families with a child under six (6) years old.

**A. Exemptions to Lead Safe Housing Rules:**

1. Residential property for which construction was completed on or after January 1, 1978;
2. A zero-bedroom dwelling including a single-room dwelling occupancy (SRO);
3. Housing for the elderly, or residential property designated exclusively for persons with disabilities, as long as no child under age six (6) is living or is expected to live in the unit; or
4. Residential property found not to have lead-based paint by a certified lead-based paint inspection, and a copy of the results of a certified test are provided to LHA. Results of additional tests by a certified lead-based paint inspector may be used to refute or confirm the prior finding.

**B. Initial and Annual inspections on pre-1978 units occupied or will be occupied by families with children under six (6) years of age:**

1. **Visual Assessment:** LHA-trained inspector or other designee will conduct a visual assessment for deteriorated paint surfaces on the dwelling unit and common areas. Common areas include areas where residents must gain access to the unit, areas frequented by resident child under six (6) years of age, including play areas, child care facilities, garages and fences.

Visual assessment will include looking for deteriorated paint (chipping, cracking, chalking, or paint that is damaged or separated from substrate), visible dust, paint chips or paint debris.

2. **Paint Stabilization:** If visual assessment indicates there is deteriorated paint and the De Minimis Rule does not apply, then the owner must stabilize the paint as it is an HQS violation.

Paint Stabilization:

- (a) Repair of any physical defect in substrate of painted surface or building component. Examples of defective substrate conditions include dry-rot, moisture-related defects, crumbling plaster, missing siding or other components not securely fastened;
- (b) Under safe work practices, removal of all loose paint and other loose material from the surface being treated; and
- (c) Application of new protective coat of paint to the stabilized surface.

**Exception:** A participant can move into the unit prior to paint stabilization and clearance when the inspection indicated a lead-based paint HQS violation on the exterior only, and LHA granted an extension due to weather to remedy the HQS violation. Due to local weather restrictions, LHA will grant exceptions on exterior violations during the months of October 1st - April 30<sup>th</sup>. Any unit granted an exterior exception from October - April must stabilize the unit and pass inspection by May 31st.

3. **Clearance:** After the owner stabilizes the paint, the owner will need to provide LHA a copy of the findings from the clearance examination and a completed and signed "Lead Paint Owners Certification" to be in compliance with HQS requirements. The certification must be provided to LHA prior to occupancy or within thirty (30) days of notification of visual assessment, if already occupied. The HQS violation is considered closed when LHA receives an executed copy of the Lead-Based Paint Owner's Certification and a copy of the results from the clearance.

Clearance is an examination conducted to ensure the site and unit are safe for occupancy. The examination includes visual assessment and dust wipe testing. Clearance examinations must be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

4. **Non-Cooperation:** Failure to comply with hazard activities and clearance within 30 days (or later if extension granted for exterior surfaces) of notification constitutes a violation of HQS, and appropriate actions must be taken if a program family occupies the unit. If the unit is vacant and failed the lead-based paint clearance, the unit may not be occupied by another assisted family, regardless of the ages of the children in the family, until compliance is met with the lead-based paint requirement.

#### C. The De Minimis Rule:

Paint stabilization and clearance is not required if disturbed painted surfaces do not exceed:

1. 20 square feet on exterior surfaces;
2. Two (2) square feet in any one interior room; or
3. 10% of the total surface of an interior or exterior-type component with a small surface area (e.g., window sills).

#### D. Procedures for Children under age six (6) with Elevated Blood level (EBL):

**EBL** is a blood level confirmed concentration of lead in the whole blood equal or greater than 5 ug/dL (micrograms of lead per deciliter).

1. **EBL Reports:** LHA must verify all EBL reports by contacting either the public health department or medical health care providers. If the report is from a source other than the public health department, LHA must notify the public health department within five (5) working days. LHA must report to the HUD Field Office and HUD Office of Lead Hazard Control and Healthy Homes within five (5) days of notification of the EBL report. LHA must report to the HUD Field Office and HUD Office of Lead Hazard Control and Healthy Homes within 10 business days of any activity deadlines.
2. **EBL Confirmation:** Once the EBL is confirmed in writing from the public health department, the Nebraska Department of Health and Human Services (HHS) or medical health care provider, LHA must have an **environmental investigation** conducted within fifteen (15) days of receipt of the medical notification. An

environmental investigation is not required if the public health department or the Nebraska Department of Health and Human Services (HHS) has already conducted an evaluation between the date the child's blood was last sampled and the date LHA received notification on the child's condition.

3. **Environmental Investigation** : The environmental investigation is conducted by the public health department, or LHA must hire and pay for a certified risk assessor. Upon completion of the environmental investigation, LHA will provide a report to the owner and require any lead reduction activities to be completed within thirty (30) days.

Environmental Investigation are on-site risk assessments to determine the existence, nature, severity and location of lead-based paint hazards.

4. The owner must notify the results of the risk assessment to the building residents within 15 days of receiving the report from LHA.
5. The owner must complete reduction of the identified lead-based paint hazards as identified in the risk assessment within 30 days (*or date specified by LHA if an extension is granted for exterior surfaces due to weather*). The owner must notify the building residents within fifteen (15) days of the completion of hazard activities.
6. LHA will consider the owner has complied with the lead reduction activities as prescribed by the risk assessor when the public health department certifies the hazard reduction is completed and a copy of the clearance examination findings and a signed and completed Lead Based Paint Owner's Certification form is provided to LHA.

#### **E. Owner Responsibilities:**

1. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease and attach disclosure form to the lease.
2. The owner must provide all prospective families with a copy of "Protect Your Family From Lead In Your Home" pamphlet or EPA-approved alternative.
3. Perform paint stabilization using safe work practices according to HUD guidelines.
4. Notify tenants about the conduct of lead hazard reduction activities and clearance when required.
5. Conduct lead hazard reduction activities when required by LHA.
6. Obtain clearance examination on at own expense.
7. Provide LHA a copy of the clearance examination findings and signed and completed Lead Based Paint Owner's certification.
8. Perform ongoing maintenance.

**Ongoing maintenance** is a visual assessment by the owner for deteriorated paint and failure of any hazard reduction measures at each tenant change and every twelve (12) months of continued occupancy. A **written notice** must be provided by the owner to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address and telephone number of the person responsible for accepting the occupant's complaint.

## F. LHA Responsibilities:

1. Keep a record of the disclosure in the tenant file.
2. Provide a copy of the pamphlet "Protect Your Family From Lead In Your Home" or EPA alternative at the tenant briefing.
3. With a trained inspector, conduct visual assessments at each initial and annual inspection on pre-1978 units that will be or are occupied by children under age six (6).
4. Obtain findings of clearance examination and a signed owners certification from the owners for all required paint stabilization or hazard reduction activities prior to passing HQS inspections.
5. Make notation in the "notes" section of the inspectors' rent reasonableness computer software on all units cited for lead-based paint violations requiring a clearance examination and signed Lead Based Paint Owner's Certification prior to passing HQS even if the household does not have children under age six (6).
6. Attempt to obtain names and addresses of children under age six (6) with an identified EBL from the public health department and match with families on the program. **If match occurs**, LHA will follow the procedure of notifying the owners and conduct a risk assessment within fifteen (15) days.
7. LHA will report at least quarterly to the public health department a list of addresses of units occupied by children under age six (6) unless the public health department indicates otherwise.
8. Maintain a tracking report for all children with EBL until the child reaches age six (6).
9. All records shall be kept for three (3) years.

## G. Exterior Extensions from October 1 through April 30.

LHA will not require clearance examinations and owner certifications until June 30<sup>th</sup> for property inspected from October 1<sup>st</sup> through April 30<sup>th</sup> and cited for a HQS violation for exterior paint issues .

1. Owners will be sent notification to contact LHA by April 30<sup>th</sup> if they plan to meet the exterior paint HQS requirements.
2. The owner's Housing Assistance Payment (HAP) will be abated on July 1<sup>st</sup> if the Owner fails to comply with the exterior painting and/or clearance requirements. The owner and tenant will be notified that the HAP contract will terminate on July 31<sup>st</sup> if the unit continues in "abatement" during the entire month of July. The tenant will be given the option to move
3. If at any anytime the owner indicates they do not intend to comply with the Lead Based Paint HQS requirements, the tenants will be given the option to search for a new unit and HAP contracts will be terminated accordingly.

**Section XIII.**  
**Rent Reasonableness & Rent Increases**  
**(24 CFR 982.305 and 982.507)**

- A. Rent Reasonableness:** Rent Reasonableness will be determined by the Inspections Department utilizing a base rent and amenities appraisal of comparable unassisted units. The base rent plus or minus the amenities plus owner paid utilities determines the reasonable rent. Under the Moving to Work Agreement, LHA will perform all rent reasonableness determinations including properties owned or managed by LHA.

Accessible Units: Approve higher rents to owners necessary for the provision of accessible units and structural modifications for persons with disabilities.

1. **Base Rent:** Base rent will be reviewed annually and is divided into the following seven (7) categories:

- (a) New, nice apartments and 60's built duplexes
- (b) Built duplexes
- (c) Nice older apartments and converted apartments
- (d) Older houses
- (e) Converted duplexes
- (f) Newer homes
- (g) Mobile homes

2. **Appraisal:** The following amenities and facilities are used to add or subtract dollar value:

- (a) Square footage
- (b) Age
- (c) Condition
- (d) Location- A dollar value will be added for areas outside of the poverty and minority concentrated census tract areas to promote de-concentration.
- (e) Dishwasher
- (f) Disposal
- (g) Microwave
- (h) Window A/C
- (i) Central air
- (j) Range
- (k) Refrigerator
- (l) Washer/Dryer hookups
- (m) Washer/Dryer
- (n) Extra bathroom ( 1/2, 3/4 or full)
- (o) Balcony/deck/patio
- (p) Fireplace/stove
- (q) Security building
- (r) Pool
- (s) Clubhouse
- (t) Cable TV
- (u) Basement finished/unfinished

- (v) Bedroom attic/basement
- (w) Storage closet/cage
- (x) Shed
- (y) Garage
- (z) Garden level or basement apt.
- (aa) No off street parking
- (bb) Unit not clean
- (cc) Carpet not shampooed
- (dd) Paint- not new or good

- B. Rent Increases:** The owner may not request a rent increase prior to the expiration of the first term of the lease. Rent Increases may become effective with a 60-day notice to the family and a copy to LHA. All rent increases are subject to LHA approval pursuant to rent reasonableness standards and HUD regulations.
- C. Rent Decreases:** LHA will provide the owner and participant with a 60 day notice when it is determined through a rent reasonableness appraisal the contract rents must be reduced.
- D. Multi Unit Comparables:** If the contract rent can not be met by LHA's appraisal system then LHA will consider recent comparable unassisted leases within the same Apartment complex and same bedroom size. Leases for college students or short term leases would not be considered comparable.
- E. Single Dwelling Unit Comparables:** If the contract rent can not be met by LHA's appraisal system then LHA will consider recent rent comparisons available to lease or leased on the open market. Three comparisons must be provided considering bedroom size, unit type, location, quality and age of the unit.



**Section XIV.**  
**PORTABILITY OF VOUCHERS**  
**24 CFR 982.353 - 982.355**

**Portability Responsibilities and Requirements:**

1. **Information:** Each voucher holder with an unexpired voucher will be advised of the portability option during the briefing and re-examination sessions.
2. **Residence outside LHA jurisdiction:** The participant must initially lease a unit located in LHA jurisdiction for 12 months before becoming eligible for portability if neither the head of household or spouse resided in the jurisdiction of LHA at the time the application is submitted. VASH vouchers are excluded from this policy.
3. **Port Out:**  
Effective July 1, 1999, Moving to Work voucher participants will not be allowed to port out unless the family requests and is granted an exception to this rule for a reasonable accommodation for a disability, employment, education, safety or a medical need. The need for the reasonable accommodation must be verifiable.

Vouchers who are granted exceptions can be ported across state lines. When a participant is eligible to port out of LHA jurisdiction, LHA will complete Part I of the HUD form 52665 and attach copies of the participant's voucher, current form 50058 and income verifications. HUD form 52665 and the required copies will be forwarded to the receiving PHA. The receiving PHA completes the applicable portions of Part II of the HUD form 52665 and returns it to LHA (the initial PHA).

- A. **Port-Outs over LHA Fair Market Rent standards:** Effective April 1, 2019, LHA will not permit voucher participants to port-out to housing authorities whose Fair Market Rents (FMRs) exceed LHA FMRs unless the receiving PHA will absorb the LHA voucher. This restriction is not applicable in cases of Emergency Transfer outlined in Section XXVIII of the Administrative Plan.
- B. **VASH vouchers:** HUD-VASH participant families may only reside in those jurisdictional area that are accessible to case management services as determined by the partnering VAMC.
- C. **Reasonable Accommodations:** An individual with a disability can request a reasonable accommodation to any rule, policies, practices or services at any time. Even if the family is restricted from moving ( e.g. under the 12 month limitation to move or because the PHA has higher FMRs and are not absorbing ports), a reasonable accommodation determination must be considered on a case-by-case basis. If the accommodation is denied LHA must notify the participant in writing of the decision and reason for the denial. The accommodation request cannot impose an undue financial or administrative burden on LHA nor can it fundamentally alter the nature of the program.

Should LHA determine it is necessary to deny a family a move due to insufficient funding then LHA will provide the HUD Field office written notification within ten (10) business days of the decision.

**D. Violence Against Women Act (VAWA)**

In order to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, a family may receive a voucher to port to another jurisdiction even if the move would be in violation of the current lease or twelve month Lincoln residency requirement. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

4. **Port In:** LHA will operate in a cooperative and reciprocal manner with all established Housing Authorities in the portability feature. LHA will attempt to issue a voucher when a notification is received from another PHA that a voucher holder wishes to move to Lincoln, Nebraska. However, if funding is not available the issuing PHA will be notified their voucher will be used. LHA will notify initial authorities when a voucher has not been leased up prior to the expiration date of the voucher.

Port in voucher holders will be required to complete an application, interview and subject to verification process. A criminal history check must be completed by LHA prior to issuing the voucher.

**Section XV.**  
**Transfer of Rental Assistance**

Families are initially required to enter into a minimum of a twelve (12) month lease with an owner. If the family wishes to move during the middle of the initial lease term, a voucher will not be issued to transfer unless the family and the owner have signed a statement mutually terminating the initial lease agreement. Families will be allowed to transfer only once with a landlord/tenant written mutual termination agreement until the next 12 month lease term is fully completed. Exceptions will be made for families who are “fleeing for their safety”, have a serious medical condition which requires relocation, or for a reasonable accommodation to a disability. A one-time exception is granted for a second mutual termination if the family has completed the Nebraska RentWise educational series prior to the voucher issuance for a transfer request.

A criminal history check will be completed on all adult household members and a proper written 30 day notice must be provided to LHA and landlord prior to the issuance of a transfer voucher.

**A. Approval to move to a new unit:**

A family may move to a new unit with continued tenant-based assistance if:

1. The HAP contract has been terminated for owner breach; or
2. The lease has terminated by mutual agreement.; or
3. The owner has requested and received approval of the opt-out requirement for business or economic reasons, after the first year of the initial lease.; or
4. After the first year, the tenant has given a 30 day notice of lease termination  
An exception is given for the mutual termination requirement when a participant provides verification they are involved a domestic violence situation which involves serious endangerment.

**B. Information provided to owners:**

To assist the owners with the placement of LHA assisted tenants, LHA will respond to a potential landlord’s written request for information on past tenancy. LHA will provide the following information to owners upon request:

1. Family’s current address as shown in LHA records.
2. Name and address of current and prior landlords.
3. Factual tenant history on file.

**C. Overlapping Subsidized Payments:**

1. **Transfers with Section 8 vouchers:** At the receiving owner’s request, LHA will allow seven (7) days of overlapping on Section 8 voucher assistance to assist a tenant during a move. Overlapping will not be allowed if the tenant does not provide a 30 day notice to the owner unless the owner agrees to mutually terminate.  
**Note:** If a tenant is transferring units with the same owner, overlapping will not be allowed.
2. **Canceling Section 8 vouchers to move to Public Housing:** LHA will allow seven (7) days of overlapping on Section 8 voucher assistance to assist a tenant to move into Public Housing.

**D. Zero HAP Contract Restrictions**

LHA shall not enter into a new HAP contract when a housing assistance payment can not be made on the behalf of the family. If LHA can not enter into a new contract, the household's participation must be terminated.

**E. Violence Against Women Act (VAWA):**

In order to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, a family may receive a voucher to transfer to another unit even if the move would be in violation of the current lease. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

## Section XVI. Collections

In the interest of sound fiscal management and program integrity, LHA will make every effort to collect amounts owed to the agency as a result of unreported information or amounts paid to owners during the Section 8 certificate program on behalf of participants for unpaid rent, vacancy or damage claims. The following procedure will be followed to ensure maximum collection of applicant/participant debt.

- A. Applicant:** Applicants will not be admitted to the voucher program until all debt owed to LHA or another PHA for federally subsidized housing have been paid or a repayment agreement has been signed and payments are being made as agreed.

In order to be placed on the waiting list an applicant must:

- A. Have no debt with other PHAs or other federally subsidized housing programs.
- B. If no repayment agreement was established for debts owed to LHA then a repayment agreement must be signed; and
- C. All LHA repayment agreements must be in current status.
- D. All debt incurred due to fraudulent actions with LHA must be repaid in full prior to admittance to the waiting list.

Vouchers will not be issued until all repayments are in current status. If an applicant with a federal preference reaches the top of the waiting list before their repayment agreement becomes effective, they will be required to pay LHA at least one payment prior to receiving a voucher or mod rehab unit.

- B. Participants:** Participants in the voucher program must agree to pay back any amounts owed LHA and stay current with their payments to avoid jeopardizing their continued housing assistance. If a second repayment is determined, the household will be terminated for fraudulent actions if 1) the second repayment occurs within less than five (5) years of the first/previous repayment, and 2) if each repayment exceeds \$100 or 3) the first/previous repayment is not paid in full.

The following are the procedures for program participants who owe money to LHA for unreported information or damages.

1. A limited payback arrangement will be negotiated, once the housing subsidy overpayment or damages has been established. A repayment agreement will be executed based upon financial circumstances of the family, whenever possible and previous repayment history. An attempt will be made to ensure the full amount of the overpayment is reimbursed to LHA within 12 months of the date the repayment agreement was negotiated. A one-time revision to a current repayment may be negotiated during the term of the repayment. Every attempt will be made to limit the minimum monthly payment to no less than \$25.00 per agreement.

If a participant fails to sign a repayment agreement and/or does not provide make the initial payment by the agreed due date then a termination letter is sent providing a 30 day notice.

2. A participant who is delinquent two payments will receive a reminder notice (#1) to pay the past due amount within seven (7) calendar days or the entire balance is due at the end of the month. A warning will be included in the notice that failure to pay may result in termination.
3. If the participant does not meet the request of the first “reminder notice”:
  - (i) A second reminder notice (#2) is sent.
  - (ii) The second reminder will require the participant to pay the entire repayment balance in full or assistance will be terminated. This notice will be provided 30 days before the termination date and the right to an informal hearing.
  - (iii) Once the participant is terminated, reinstatement is not possible.

**C. Judicial Action:** LHA may pursue collection of all debt through the judicial system in order to secure judgement and enhance the potential for collection. This action will be taken on a case-by-case basis when it is deemed most prudent.

**D. National Repository of Debts Owed to PHA**

After a family’s program participation has been terminated LHA will report to HUD’s national repository of debts owed to PHAs, any program debts owed by program participants that need to be repaid to LHA and any program terminations that are a result of a tenant’s adverse action. LHA will provide a notice to all applicants and program participants that all debts owed and adverse terminations are reported to HUD’s national repository.

**E. Landlord Collections:** LHA will require owners who wish to participate in the Section 8 Housing Choice Voucher program to repay all debts owed to the program within a maximum of twelve (12) month period. In accordance with the HAP contract, LHA has the right to recover overpayments through deductions of any amounts due to the owner including amounts due under any other Section 8 assistance contracts).

## **Section XVII. Special Purpose Housing**

Special Purpose Housing (i.e. Independent Group Residence, mobile home parks and etc) as eligible under the Section 8 program, are eligible for occupancy under this Administrative plan. However, no separate waiting list for these specialized units will be maintained. Applicants interested in these specialized living accommodations must come through the program waiting list and request to be placed in a specific unit. Process for the specialized housing will be conducted on an exception basis in accordance with applicable regulation. LHA retains the right to disallow any specialized housing from participation under the program.

### **A. Manufactured Homes**

Effective June 8, 2017, LHA will not use voucher assistance in tenant-owned Manufactured Housing.

*Hardship Clause:* Prior to June 8, 2017 if the voucher participant is residing in their tenant-owned Manufactured Housing and receiving Housing Assistance Payments for their lot rent, they may continue to reside in their manufactured housing with voucher assistance until they move or their voucher participation is ended. LHA will be required to re-evaluate their assistance at their next annual re-examination to determine if the tenant has more “rent expenses” beyond their lot rent. Federal Register Notice dated January 18, 2017 expanded the definition of rent expenses to include the following.

#### Rent Expenses for Tenant Owned Manufactured Housing

1. Monthly payments made by the family to amortize the cost of purchasing the unit.;
2. Required insurance for the manufactured home;
3. Property Taxes;
4. Lot rent (owner maintenance and management charges for the space); and
4. Tenant-paid utilities (Standard program utility allowance will be applied).

#### Determining HAP assistance for Tenant Owned Manufactured Housing

The monthly Housing Assistance Payment (HAP) is calculated as the lower of:

1. The PHA payment standard based on bedroom size or voucher size, whichever is lower, minus the total tenant payment.; or
2. The rent of the manufactured home space plus an other eligible housing expenses minus the total tenant payment.

*The “Manufactured Home Rent Space” (Lot rent) payment standard was discontinued as of the Federal Register Notice dated January 18, 2017.*

*If the tenant has rent expenses beyond rent for the space (lot rent), then the HAP payment is sent to the owner of the manufactured home space first and any remainder will be made to the tenant.*

**B. Single Room Occupancy (SRO)**

The Curtis Center operated by the Peoples City Mission is an approved SRO and able to enter into HAP contracts with Lincoln Housing Authority.



## **Section XVIII. Family Self-Sufficiency**

LHA operates a Family Self-Sufficiency (FSS) program in accordance with HUD regulations and a LHA Public Housing and Section 8 Action Plan for Family Self-Sufficiency. This Action Plan has been developed and is periodically updated by the FSS Program Coordinating Committee. The Action Plan contains the following:

1. Family Demographics
2. Estimate of Participating Families
3. Eligible Families from other Self-Sufficiency programs
4. FSS Family Selection Procedures
5. Incentives to Encourage Participation
6. Outreach efforts
7. FSS Activities and Support Services
8. Method for Identification of Family Support Needs
9. Program Termination; Withholding of Services and Available Hearing Procedures.
10. Assurance of Non-Interference with the Rights on Non-participating Families
11. Timetable for Implementation
12. Certificate of Coordination
13. Optional Additional Information

### **FSS Escrow**

For the purpose of calculating the escrow amounts for families participating in the Family Self-Sufficiency program, LHA will use 90% of gross income as the current adjusted income. This is equivalent of a standard 10% deduction from gross income and allows a family to earn escrow until the adjusted income is greater than the Very Low Income limit. This adjustment was made because LHA calculates total tenant payment for MTW program participants at 27% of the gross income, which is equivalent to a 10% standard deduction if calculating TTP using 30% of adjusted gross income.

### **Addendum**

The Family Self-Sufficiency (FSS) Program will be operated in accordance with the principles of non-discrimination, reasonable accommodations, equal access, and confidentiality as provided in the Introduction to this Section 8 Administrative Plan. The FSS program will take the following steps to affirmatively further fair housing in the FSS Program.

1. The FSS coordinator position, when vacant, will be advertised widely in the community through newspaper publications, job postings at LHA locations and the LHA web site. In addition, announcements are sent to local colleges, human service agencies, vocational rehabilitation services, community action agencies, ethnic and multi-cultural centers, other housing authorities, senior employment agencies, and the Nebraska Job Service (internet posting), and Workforce Investment Board (One Stop Employment). Records are maintained by the Human Resource Manager.

2. The FSS program will be marketed to all eligible persons including persons with disabilities and persons with limited English proficiency through voucher briefings, display and distribution of program brochures, agency newsletters, and the agency video played on community access television. If the program experiences low enrollment, additional steps will be taken through direct mail and increased marketing in newsletters. Waiting list and participation records are maintained in agency databases.

Language interpretation services will be obtained for individuals with limited English proficiency. In addition, English proficiency is addressed in the FSS individual training and services plan and progress is documented in the plan. The housing authority publishes a toll free number and maintains service through TDD (Telecommunication Device for Deaf).

3. The FSS program will be offered in accessible locations, including the applicant or participant's home, and communications will facilitate applications and services to person with disabilities. If reasonable accommodations are requested, they will be reviewed in a timely manner and, if determined to be reasonable, they will be implemented. Appropriate auxiliary aids will be furnished where necessary to afford an individual with handicaps an equal opportunity to participate in and enjoy the benefits of the FSS program. Waiting list and participation records are maintained in agency databases.

4. Through its voucher briefings, LHA provides all voucher participants with information on fair housing. All participants receive a brochure on Nebraska landlord-tenant law as well as the brochure "Fair Housing—It's Your Right" as well as other fair housing materials. Referrals will be made to the Lincoln Human Rights Commission for issues on fair housing and the Commission will give presentations on fair housing at voucher briefings. All voucher participants received HUD Form 903 Housing Discrimination Complaint form which includes contacts for the HUD Fair Housing Enforcement Centers and the Fair Housing Complaint Hotline number.

5. As concerns or questions of fair housing are discussed during case management, FSS coordinators will help remedy discrimination in housing by providing FSS participants with resource materials and referrals to the Lincoln Commission on Human Rights (LCHR). LCHR is the primary City Agency that has responsibility for the remedy of discrimination complaints brought by individuals. FSS coordinators will also assist any participant with completion of housing discrimination complaint forms. This information will be recorded in case management notes.

6. For those FSS participants who have a goal of home ownership, LHA offers a program component on home ownership and works closely with the NeighborWorks program and their home buyer education program. The housing authority works with over 1,200 landlords in the voucher program and regularly adds new landlords to expand housing choice to program participants. The housing authority participates in the Moving to Work Demonstration which has as one of its three primary goals to increase housing choices for low income families. The housing authority owns or manages over 1,000 housing units where vouchers are accepted. This includes over 300 housing units developed by the housing authority to expand housing choice for voucher participants

The City of Lincoln and Lincoln Housing Authority work together to affirmatively further fair housing. The City of Lincoln developed a plan from its Analysis of Impediments to Fair Housing. The City of Lincoln will partner with enforcement agencies, fair housing advocates, and lenders to curb predatory lending practices through enacting appropriate legislation and/or providing continuing education. They will work with enforcement agencies, Realtors, and lenders to assist in

implementing a voluntary self-testing program to identify and correct discriminatory practices and policies that disparately impact protected classes in the home buying process. The City will also explore and implement innovative means to increase opportunities for home ownership for immigrants, refugees, persons who are racial and/or ethnic minorities, and other underserved persons.

The City of Lincoln also has a goal to improve and expand the collection and sharing of fair housing and affordable housing information across public and private entities, among housing industry entities, and within the public realm to improve understanding of fair housing laws, encourage reporting of violations, address existing and future housing needs, facilitate implementation of best practices, and reduce discrimination. The City will provide continuing education programs targeted toward housing industry professionals, city staff, special needs sub-populations, clients, and the general public. They will continue to hold an annual fair housing conference, tailoring the program to meet the informational needs of different segments/sectors of the housing industry. They will also continue to hold additional informational sessions to improve understanding of needs of persons with disabilities, persons of other cultural and religious backgrounds, and persons who speak languages other than or in addition to English.

**SECTION XIX.  
TERMINATIONS/DENIALS**

**A. Denial of Assistance for an Applicant:** Denial of assistance for an applicant may include any of the following:

- Denying an applicant to be placed on the waiting list.
- Denying or withdrawing a voucher, refusing to enter into a HAP contract.
- Refusing to approve a lease or enter into a HAP contract.
- Refusing to process or provide assistance under portability procedures [982.552 (2)].

**B. Termination of Assistance for a Participant:** Termination of assistance for a participant may include any of the following:

- Refusing to enter into a HAP contract or approve a lease.
- Terminating housing assistance payments under an outstanding HAP contract.
- Denying a request for a new voucher.
- Refusing to process or provide assistance under portability procedures [982.552 (3)].

**C. Causes for Termination or Denial** [982.551, 982.552, 982.553]

**Violence Against Women Re-authorization Act of 2013 exception to a Termination or Denial:**

LHA will not terminate participation or deny admission to the program on the basis of or as the direct result of the fact that the applicant or participant has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person otherwise qualifies for admission or a continuation of assistance. LHA will follow the policies and requirements as stated in the Violence against Women Re-authorization Act of 2013 (VAWA).

**Causes for Termination or Denial:**

The following are reasons LHA may deny assistance to applicants or proposed additions to the family and terminate assistance for participants for violations of any of the following family responsibilities:

1. **Evictions:** An applicant or participant may not reapply or be readmitted to the program for three (3) years from the date of termination from a federally assisted housing program.
  - (a) Family is evicted from federally assisted housing.
  - (b) If any family member has been evicted from federally-assisted housing.
2. **Failure to Cooperate:** If any member of the family fails to cooperate with determining eligibility including failing to sign and submit consent forms for obtaining information. LHA will request in writing the necessary documentation or action a minimum of two (2) times before applicant is denied or participant is terminated. The applicant or participant may reapply for the program at any time as long as the family member cooperate with LHA to obtain the previous requested information.
3. **Citizenship:** If a family member fails to certify citizenship, eligible immigration status or sign the non-contending form. LHA will request in writing the necessary

documentation or action a minimum of two (2) times before applicant is denied or participant is terminated. The applicant or participant may reapply at anytime.

4. **Fraud:** Any family member has committed fraud, bribery or any other corrupt criminal act in connection with any Federal housing program. This includes making “side” payments or “under the table” payments to the owner. The applicant or participant will be denied rental assistance for three years from the date of termination/denial action. All debt incurred due to fraudulent actions with LHA must be repaid in full prior to admittance to the waiting list.

The participant/applicant must cooperate with the Program Integrity program to assist with obtaining accurate information to determine program eligibility. Should the participant fail to cooperate in obtaining the requested information, the household would be terminated and could not reapply for assistance until cooperation with the Program Integrity is satisfied.

If a second repayment is determined, the household may not continue to receive housing assistance if the following conditions are not met; 1) the second repayment must have occurred more than five (5) years from the first/previous repayment, and 2) the first/previous repayment must be paid in full. The household will be terminated from the program for fraudulent actions if the above stated conditions are not met.

5. **Violation of family obligations:** The family must meet all family obligations as defined by HUD in 24 CFR 982.551. The participant will be terminated from the program and may not reapply for one (1) year from the date of termination. The applicant/participant may reapply immediately after termination for those family obligation violations indicated with an asterisk (\*).

Violation of any of these family obligations will cause termination:

- (a) Failure to supply the required information.( \*)
- (b) HQS breached by the family. Examples include but are not limited to:
  - (i) Participant fails to pay for any **utilities** the owner is not required to pay. Participants will be given a 24 hour notice to restore utilities. They may also be issued a 48 or 72 hour notice for non-compliance with HQS at the inspector’s discretion.
  - (ii) Participants fail to maintain any **appliances** the owner is not required to provide. Participants will be given a 24 hour notice to restore appliances. They may also be issued a 48 or 72 hour notice for non-compliance with HQS at the inspector’s discretion.
  - (iii) Any household member or guest damages beyond ordinary wear and tear. Participants will be given a 30 day notice to repair defects. Extensions may be granted upon request.
- (c) Violation of lease. Family has committed any serious or repeated violations of the lease. Examples include but are not limited to:

- (i) Participant's owner refuses to sign a mutual release from the lease.
  - (ii) Eviction established through legal process.(may not reapply for three years from the termination date)
  - (iii) Failure to provide written notification to LHA before vacating the unit or terminating the lease.
- (d) Failure to provide LHA or owner notice of move or lease termination.
- (e) Failure to allow LHA to complete an inspection. After two notices have been sent requesting an inspection at reasonable times, the participant will be sent a final notice of termination. If the participant does not cooperate with the final notice by specified date, the participant will be terminated from the program and must reapply.(\*)
- (f) Using assisted unit for more than a family residence.
- (g) The dwelling unit is not used solely for residence of the participant and authorized household members. The family shall not allow guests/unauthorized persons to stay or live in the unit on a repetitive basis without prior approval from the landlord and LHA. The family may not allow the assisted unit's mailing address to be used by others not listed on the lease. LHA may verify all persons receiving mail at the address in question. LHA will request the tenant to provide documentation the alleged unauthorized person(s) is/are residing in another unit. Examples of documentation can include rent receipts, leases and rental agreements.
- (h) The unit is not the participant's principle place of residence and is not physically occupied and personally used by the participant. Unless also occupied by the participant, furniture and personal belongings moved into a residence do not meet the standard. If LHA suspects the participant family is not using the unit as the principle residence the landlord may be requested to verify the participant is residing in the unit.
- (i) If the sole household member or all household members are absent from the unit in excess of 30 days without prior written approval of LHA, the unit will be considered abandoned and participant without reasonable explanation is terminated from the program. (\*)
- (j) If any adult household member must leave the household for more than 60 days without reasonable cause, the unit will not be considered to be their principle place of residence and they will be terminated from the program. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult being absent from the unit thus will be considered permanently absent from the unit after 60 days.(\*)
- (k) Failure to notify and obtain written approval from LHA to add a person to the unit. Written notification shall be provided to LHA of the birth, adoption or court-awarded custody of a child or obtain written LHA approval to add any family member as an occupant of the unit. The landlord must also agree to add the person to the lease.

- (l) Subleasing or subletting the assisted unit.
  - (m) Assigning or transferring the assisted unit.
  - (n) Not living in the assisted unit or providing the required documentation to resolve any discrepancies in reported absence(s) from the unit.
  - (o) A family member owns or has an interest in his/her subsidized unit other than in a manufactured home assisted under Subpart F or 24 CFR Part 882. Example: If a participant owns a trailer house on a rented lot only the lot rent is subsidized.
6. **Owes:** If the family owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act the applicant/participant will be denied/terminated according to the following guidelines.
- A. **Family owes money to LHA** - The applicant/participant will be denied/terminated from the program if the applicant 1) refuses to establish a repayment agreement on money owed to LHA or 2) fails to make consecutive payments on an executed repayment agreement.  
*Note: Participants will be encouraged to pay amounts owed to LHA within one (1) year.*
  - B. **Family owes money to another PHA or any other Federal housing programs:**
    - (i) The **applicant** will be denied from the program until all money owed is repaid to the PHA or other Federal Housing programs.
    - (ii) The **participant** will be terminated if they fail to repay the other PHA or Federal Housing program within the specified period.

Examples may include, but are not limited to the following:

    - (i) if the family breaches a repayment agreement with any PHA owed.
    - (ii) If the family member has not reimbursed the PHA for amounts paid to the owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease.

7. **Drug related criminal activity, violent or other criminal activity:**

The receipt of rental assistance under the Section 8 Housing Choice Voucher program is a privilege. The number of households participating in the Section 8 program is limited by the amount of federal housing assistance approved each year by Congress. Not every low-income household which qualifies for and needs assistance will receive assistance. Because the amount of assistance is limited in comparison to the need for assistance, the policy of the Lincoln Housing Authority is to assist only those households or persons who have not recently committed drug-related crimes, violent or other criminal activity, or abuse in the use of alcohol.

The following is LHA's policy for drug-related criminal activity, violent or other criminal activity, and alcohol abuse by applicants or assisted households, their guests, and other persons under the tenant's control.

(a) **Prohibited Admissions:**

The LHA prohibits admission to its assisted housing programs if the LHA has

determined that any applicant or household member has engaged currently or during the past three (3) years in: (1) criminal activity which may threaten the health and safety or right of peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; (2) drug-related criminal activity; (3) alcohol abuse; or (4) violent criminal activity. To enforce this policy, the LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and media reports, and past housing experiences to determine whether a household will be denied admission to the Section 8 program waiting list. LHA may prohibit admission for such behaviors regardless of arrest or conviction status. The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge or conviction by any enforcement authority. An arrest without a criminal charge, conviction, or other imposed penalty on criminal activity will not be LHA's sole basis for prohibiting admissions. If an applicant's admission is pending due to an arrest record (without conviction) on a disqualifying criminal activity, LHA will try to obtain more information to determine an individual engaged in a disqualifying criminal activity. LHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that a disqualifying conduct occurred.

The following households or persons will be prohibited admission to the Section 8 Housing Choice Voucher waiting list and program in accordance with the U. S. Department of Housing and Urban Development regulations:

- (i). Drug-Related Activities: The LHA prohibits admission to the Section 8 waiting list and program if any applicant or household member is currently engaged in or has engaged in any drug-related activity. A person is considered to be "currently engaged" if he or she has been arrested or convicted for drug-related activity within the past three (3) years. The LHA will not admit the applicant or members of the applicant's household to the Section 8 Voucher program for three (3) years after the completion of time served (including parole and probation), or after the assessed fine is paid. The LHA may waive this restriction if the drug-related activity involved use or possession, but not production, manufacturing or sale, and if the applicant clearly demonstrates that (a) the household member is no longer engaging in the illegal use of a controlled substance, and (b) the person has successfully completed an approved, supervised drug rehabilitation program, or the household member is currently participating in a supervised drug rehabilitation program, has participated for a minimum of thirty (30) days prior to the Section 8 application, and will continue to participate until the successful completion of the program. The applicant will be required to submit written evidence showing current successful participation or past successful completion of a supervised drug rehabilitation program. An applicant who is participating in a supervised drug rehabilitation program may stay on the Section 8 waiting list, and must successfully complete the program before a Section 8 Voucher will be issued to the household member.

A member of an applicant's household will be permanently prohibited from receiving federal assistance if the member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any housing assisted by the federal



government.

LHA will prohibit admission to any applicant who has been evicted or terminated for drug-related criminal activity for Public Housing, Indian Housing, any Section 8 program or any other assisted housing program within the last three years. This penalty will not be waived or reduced for treatment or other mitigating factors.

- ii. Alcohol Abuse: The LHA prohibits admission to the Section 8 waiting list or program if any applicant or household member is currently engaged in, or has engaged in alcohol abuse which will or may threaten the health, safety, or right to peaceful enjoyment of the premises occupied by household members, other residents, or persons residing in the vicinity of the applicant or household members. A person is considered to be currently engaged if he or she has been convicted of an alcohol-related offense within the past three (3) years. The LHA will not admit the applicant's household members for three (3) years after the completion of sentence or payment of fines for an alcohol-related offense or the termination of housing assistance due to alcohol abuse. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaged in the abuse of alcohol and (b) has successfully completed a supervised alcohol rehabilitation program, or is currently participating in a supervised alcohol rehabilitation program, has participated in the program for a minimum of thirty (30) days prior to the Section 8 application, and will continue to participate successfully until the completion of the program. The applicant will be required to submit written evidence to verify successful participation in or completion of a supervised alcohol rehabilitation program. An applicant who is participating in an alcohol rehabilitation program at the time of application must successfully complete the program before the LHA will give the household a Voucher or permission to move in with a currently-assisted family member.
- (iii) Violent and Other Criminal Activity: The LHA prohibits admission to the Section 8 program if an applicant or household member is currently engaged in or has engaged in violent criminal activity or other criminal activity which will or may threaten the health, safety or right to peaceful enjoyment of the premises occupied by household members, other residents or persons residing in the vicinity of the applicant or household members. The LHA will not admit the applicant or members of the applicant's household for three (3) years from completion of time served (including probation and parole) or payment of the assessed fine. The LHA will permanently prohibit admission to the Section 8 program if an applicant or any member of the applicant's household has a felony conviction for a sexual assault or any other sex-related offense. LHA will deem ineligible permanently any applicant who is subject to a lifetime registration requirement under any state sex offender registration program , or is registered on the State of Nebraska sex offender registry. If an applicant or any member of the applicant's household has an extensive criminal history consisting of 20 or more arrests or convictions during a three-year period, the LHA will prohibit admission into the Section 8 program until the household member has an arrest-free record for three years after the last conviction. LHA will deny the application, if the applicant is fleeing to avoid

prosecution, or custody or confinement, for a crime or attempt to a crime or is violating a condition of probation or parole imposed under Federal or State law.

- (iv) Threats Towards LHA Workers/Agent: Any applicant or other household member who makes threatening or abusive remarks or exhibits violent behavior towards any LHA employee or agent during the application and waiting list period will be removed from the waiting list and may not be admitted to the Section 8 program for three (3) years after the incident.

(b) **Termination of Assistance:**

The U.S. Department of Housing and Urban Development requires housing authorities to provide a written policy concerning when Section 8 housing assistance will be terminated for drug-related criminal activity, alcohol abuse, violent criminal activity, or other criminal activity. In determining whether to terminate a family or household member from the Section 8 program, the Lincoln Housing Authority will rely upon background checks of all household members including, but not limited to police reports, newspaper and other media reports, and past history with any housing authority or landlord. If LHA proposes to terminate assistance for criminal activity as shown by a criminal record, the LHA will notify the household of the action it proposes to take and will provide the head of household with a copy of the criminal record. LHA will give the household an opportunity to dispute the accuracy and relevance of that record in accordance with the hearing process set forth in 24 CFR 982.555.

The Lincoln Housing Authority will terminate the housing assistance of participants and other household members in accordance with HUD's rules and regulations, for the following conduct. The existence of the following behaviors made by any household member or guest, regardless of the participant's knowledge of the behavior, shall be grounds for termination of assistance. LHA may terminate a voucher housing assistance for such behaviors regardless of arrest or conviction status. The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority. An arrest record without a criminal charge, conviction, or other imposed penalty on the criminal activity will not be LHA's sole basis for terminating program participation. If a participant has pending criminal charges on a disqualifying criminal activity, LHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity. LHA can use other evidence such as police reports detailing circumstances of the arrest, witness statements, and other relevant documentation to make the decision that a disqualifying conduct occurred.

The Lincoln Housing Authority will terminate the household's participation in the program in accordance with HUD's rules and regulations, for the following conduct:

- (i) **Drug-Related Criminal Activity**: The sale or use of illicit drugs has consequences that negatively affect the lives of family members, neighbors and the Lincoln community as a whole. The negative consequences include a strong correlation with acts of violence committed against innocent people, which damage the lives

of families affected by drug use and effectively end the household's ability to become self-sufficient.

(a) **Program Assistance Termination:** LHA will terminate Section 8 housing assistance for any family or household member who is currently engaged in or has within the previous three years engaged in any drug-related activity regardless of arrest or conviction status. LHA will terminate Section 8 housing assistance for any household or household member engaged in drug-related activity on or off the assisted premises.

(b) **Treatment:**  
If a household member has been arrested for a drug-related criminal activity involving use or possession, but not production, manufacture, or sale, the family's housing assistance **will not be terminated if the following conditions are met:**

1) the household member who engaged in drug related criminal activity is actively participating in a supervised drug treatment program approved by the LHA by the prescribed deadline. *LHA will establish the deadline using sixty (60) days from LHA's written notification to the head of household regarding the drug-related criminal activity.; or*

2) the household member has successfully completed a supervised drug treatment program after the drug-related criminal activity occurred; *and;*

3) the household member is no longer engaging in any drug activity; *and;*

*4) the household has provided LHA acceptable proof that the household member is either actively participating in, or completed an approved supervised drug treatment program by the LHA deadline.*

LHA will terminate the Section 8 assistance for the entire household if the result of the drug-related criminal activity is a conviction or fine, or an arrest record with sufficient evidence that the individual engaged in drug-related criminal activity and the household member fails to actively participate in a supervised drug treatment by the LHA prescribed deadline, or successfully complete the drug treatment program. LHA will also terminate the Section 8 assistance for the entire household if the household fails to provide written verification to LHA regarding the household member's active participation in, or completion of a supervised drug-treatment program before the established termination date

(c) **Guests:** The LHA will terminate Section 8 housing assistance for drug-related criminal activity in or near the participant's unit when the crime is committed by a guest or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called the law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in a drug-related criminal activity on or near the participant's residence, and

(b) an arrest is made of the guest or other person under the participant's control without arresting or citing the participant or head of household.

- (d) **Activity Reported by Household:** If an assisted adult household member contacts a law enforcement agency specifically about drug use or drug possession by other adult members of the household on or off the premises, LHA will continue to provide Section 8 assistance if (a) the head of the household reports the drug activity to LHA any time an application or Personal Declaration form is completed; (b) the adult member arrested is removed from the premises within 60 days of written notification from LHA ; (c) the arrested household member is removed from the lease; and (d) the head of household provides verifiable proof of the new residence by LHA's requested date. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
- (e) **Children over Age 18:** If an adult household member, who is the child or grandchild of the head or co-head of household, engages in drug activity, but does not participate in or complete an approved supervised drug treatment program as described in paragraph i(b) of this section, LHA will terminate the housing assistance unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture or sale; (b) the activity occurs away from the assisted premises; (c) the head of household reports the drug activity to LHA any time an application or Personal Declaration form is completed; the next annual review, interim or transfer; (d) the offending adult member is removed from the premises and lease within 60 days of LHA's notification; and (e) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving assistance for a minimum of three-years from the date removed from the assisted unit's lease. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
- (f) **Minor Children:** If a minor household member (under age 18) engages in drug-related activity on or off of the premises, but does not participate in or complete an approved supervised drug treatment program as described in paragraph( i)(b) of this section, LHA will terminate the housing assistance for the entire household unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture or sale; (b ) the head of household reports the drug activity to LHA any time an application or Personal Declaration form is completed; by the next annual review, interim or transfer; (c) the offending member is removed from the premises and lease within 60 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of

the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving assistance for a minimum of three-years from the date removed from the assisted unit's lease. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

- (g) **Methamphetamine Production:** LHA will permanently terminate Section 8 assistance if any household member has been convicted for the manufacture or production of methamphetamine on the premises of any federally-assisted housing unit. The household terminated for manufacture or production of methamphetamine will be subject to a lifetime prohibition from participation in any federal housing assistance program.
  
- (ii) **Alcohol Abuse:** The LHA will terminate housing assistance if it determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for alcohol abuse, the household must wait three (3) years from the termination date before the household may reapply for Section 8 housing assistance. When the household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list.
  
- (iii) **Violent and Other Criminal Activity:** The LHA will terminate housing assistance if it determines that any household member has engaged in any violent criminal activity or is currently engaged in other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for violent criminal activity or other criminal activity, the household must wait three (3) years from the completion of sentence or payment of fines to reapply for Section 8 housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list. LHA will deny the application or terminate program participation if the applicant/participant is fleeing to avoid prosecution, custody or confinement for a crime or attempt to a crime which includes unresolved warrants, or is violating a condition of probation or parole imposed under Federal or State law.

LHA will make limited exceptions to this policy in accordance with the following guidelines. If LHA determines that continued occupancy by the assisted household threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, then LHA will terminate the lease without regard to the following limited exception guidelines.

- (a) **Guests.** LHA will terminate Section 8 housing assistance for violent criminal activity on or near the premises of a participant's residence when the crime is committed by a guest, or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called a law enforcement agency to report or turn in their guests or other persons under

the participant's control for having engaged in violent criminal activity on or near the participant's residence, and (b) an arrest is made of the guest or other person under the participant's control without arresting or citing any member of the household.

- (b) Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about violent criminal activity by other adult members of the household which occurred on or off the premises, LHA will not terminate the Section 8 housing assistance if (a) the head of household reports the criminal activity to LHA any time an application or Personal Declaration form is completed; (b) the offending member is removed from the premises within 30 days of notification by LHA; (c) the offending member is removed from the lease for the unit; (d) the head of household provides verifiable proof of the new residence by LHA's requested date; and (e) the criminal activity did not occur on or near the premises. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease or three (3) years from completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
  
- (c) Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in violent criminal activity with or without the knowledge of the head of household, LHA will terminate the Section 8 housing assistance unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) if aware of the activity through police contacts, court proceedings, media reports or other sources, the head of household reports the criminal activity to LHA any time an application or Personal Declaration form is completed; (c) the offending adult member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
  
- (d) Minor Children. If a minor household member (under age 18) engages in violent criminal activity, LHA will terminate the Section 8 housing assistance unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) the head of household reports the criminal activity to LHA any time an application or Personal Declaration form is completed; (c) the offending member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from

the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

(iv) Sex Offenders: Any household member who has committed a felony sex offense will be terminated and subject to a lifetime prohibition from participation in the program. LHA will deem ineligible permanently from participation of the Section 8 programs for any individual who is subject to a lifetime registration requirement under any state sex offender registration program, or is registered on the State of Nebraska sex offender registry.

(v) Threats Toward LHA Workers/Agents: Any household member who has engaged in or threatened abusive or violent behavior towards a LHA employee, contractor, subcontractor or agent will be terminated from the program and be ineligible to participate for three (3) years after the incident. At the end of the three (3) years, the household may reapply for Section 8 housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements of admission to the waiting list.

(c) Reporting by Head of Household of Drug-Related Activities, Alcohol Abuse or Other Criminal Activities.

The Lincoln Housing Authority will terminate the household's Section 8 rental assistance if the household has failed to fully list on its Personal Declaration form, any household member's arrest for drug-related activities, alcohol abuse arrests, or other arrests for violent or other criminal activities.

#### **D. NOTICE OF TERMINATION OF ASSISTANCE**

When LHA decides to terminate assistance, the family will receive a written notice of the intended action to terminate assistance, which states:

- The reason(s) for the proposed termination,
- the effective date of the proposed termination,
- Provide the family's right, if they disagree, to request an Informal Hearing held before termination of assistance, and
- Provide the date by which a request for an informal hearing must be received by LHA.

#### **Required Evidence for terminations**

Preponderance of 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. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of police reports or arrest warrants.

#### **Other Circumstances**

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, LHA has the discretion to consider all of the circumstances in each case, including the seriousness of the violation. LHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation

occurred. LHA may also review the family's more recent history and record of compliance, patterns of providing false information and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

In appropriate cases, LHA may permit the family to continue receiving assistance provided that the family member(s) determined to have engaged in the prescribed activities will not reside in the unit. If the violating member is a minor, LHA may consider individual circumstances.

In appropriate cases, LHA may offer the family a stipulated agreement that will contain the terms and conditions for continued assistance. Failure to enter into, or comply with the agreement, shall result in the issuance of a notice to terminate assistance.

- E. Continued Eligibility:** A participant's eligibility for housing assistance payments will continue until the Total Tenant Payment equals the gross rent under an existing contract. Termination of eligibility will not affect the participant's other rights and obligations under the lease. Housing Assistance Payments may be resumed if the gross rent becomes more than the Total Tenant Payment as a result of a change ( i.e. rent , income and etc.) during the term of the contract. If six (6) months elapses without a Housing Assistance payment then the contract will be terminated. Should a voucher participant transfer to a new unit, eligibility will be redetermined and if it is determined that a HAP contract can not be executed because the participant's TTP equals or exceeds the gross rent or the payment standard then the voucher will be terminated and the participant is ineligible for continued assistance.
- F. Insufficient funds:** Should program funding be insufficient to support continued housing assistance for the current Housing Choice Voucher participants the following procedures have been established in hierarchal order until funding is deemed sufficient. Per Notice PIH 2012-9, should LHA have to terminate families from the voucher program due to a funding shortfall, project-based vouchers, HUD-VASH, NED and FUP families must be the last to be terminated.
1. **Vouchers searching:** All participants at admissions who are searching for a unit will be re-instated to the waiting list according to time and date of their original application and the voucher will be revoked immediately.
  2. **Port-outs over LHA payment standard:** All participants ported out of the LHA jurisdiction whose payment standard is above LHA's current payment standard will be terminated from the program.
  3. **Delinquent repayments:** All participants with delinquent payment status will be terminated.
  4. **Single/Couples:** Any household without children and contain no disabled or elderly household members will be terminated
  5. **HAP Payments \$100 or less:** All participants whose housing assistance payments are \$100 or less. Their housing assistance will be terminated and they will be returned to the waiting list according to the date and time of their original application. The order of selection in this category will be the lowest HAP are to be removed first. If the HAP amounts are equal in the selection process, the participant with the most recent admission date would be terminated first.
  6. **Most current admission dates:** Participants with the most current admission date



would be terminated from the program. The participant would be returned to the waiting list according to the time and date of their original application.

Per Notice PIH 2012-9, LHA must first issue vouchers to FUP, NED and HUD-VASH families on it's waiting list when it resumes issuing vouchers.

**Section XX.**  
**Hearing Procedures**  
**for**  
**Applicants and Participants**  
**(24 CFR 982.554, 982.55 and 982.158)**

All Section 8 applicants have the right to request an informal review.

All Section 8 participants have the right to an informal hearing when LHA decision(s) may affect their status as a participant and the type and scope of benefits that are afforded to them under the Section 8 program. An informal hearing allows a participant an opportunity to present the participant's individual circumstances or personal hardship, which could reverse or modify LHA's initial decision.

Both informal reviews and informal hearings provide an opportunity to review LHA's initial proposed decision(s) for compliance of HUD regulations and LHA policies. The hearing officer may reverse, modify or affirm with or without conditions, LHA's initial or proposed decision as long as the hearing officer's decision is not contrary to HUD regulations or requirements or otherwise contrary to federal, state and local law.

**A. Exemptions from Informal Review or Hearing Procedures:**

1. Discretionary administrative determinations;
2. General policy issues or class grievances;
3. Establishing or reviewing LHA utility allowances;
4. Extending or suspending a term of a voucher;
5. Approving a unit or owner's lease;
6. HQS determination on a unit;
7. HQS occupancy violations because of family size;
8. LHA's contractual right and remedies with an owner.

**B. Notification**

LHA will notify an applicant or participant in writing of a decision to deny eligibility for Section 8 assistance or waiting list. The written decision will afford the applicant the right to request an informal review and the participant the right to request an informal hearing within seven (7) calendar days from the date of the LHA written decision. In case where there is an active Housing Assistance Payment contract, LHA will provide an opportunity for an Informal Hearing before the actual termination of the housing assistance payments.

In denying admission for criminal activity, LHA must provide the applicant with a copy of the criminal record before the informal review.

All requests for an informal review/hearing must be made in writing within seven (7) calendar days from the date of the written decision.

The participant/applicant must bear the burden of proof for any claim of lost or undelivered mail. Any information delivered in person must be time and date stamped by LHA staff to be considered delivered. Items placed in the drop box are not considered received until they are time and date stamped by LHA office staff on the following business day.

All reviews and hearings will be held at the LHA office located at 5700 R Street, Lincoln, Nebraska. LHA will maintain all copies of correspondence in the applicant/participant's file.

**C. Hearing Officer**

The hearing officer will be neither the person who made or approved the decision under review or a subordinate of such person. Hearing Officers may be LHA employees appointed by the Executive Director.

The Hearing Officer shall regulate the conduct of the hearing in accordance with LHA hearing procedures. The Hearing Officer shall conduct the hearing informally.

**D. Informal Review Procedures:**

1. An informal review will be convened within ten (10) business days from the date of the applicants written request.
2. The applicant may present oral or written arguments relative to the decision under review.
3. LHA will notify the applicant in writing of the results of the informal review within 10 business days after the informal review.
4. LHA's decision is final.

**E. Informal Hearing Procedures:**

1. LHA will schedule the Informal Hearing within ten (10) business days from the participant's written request. A written confirmation notice will be sent to the participant stating the date, time and location of the informal hearing. The confirmation notice will be sent to the participant's last known address.
2. The procedures for conducting the informal hearing will be mailed to the participant.
3. The voucher participant may, at the participant's own expense, be represented by a lawyer or other representative.
4. The informal hearing may be recorded or transcribed at the sole party who has arranged for the service.
5. The Hearing Officer will be responsible to conduct the hearing in accordance with the following guidelines:
  - a. LHA's representative will be given an opportunity to explain the LHA decision. LHA may present evidence and question witnesses.
  - b. The participant will have the opportunity to question any LHA witnesses.
  - c. The participant or participant's representative will have an opportunity to present his/her objections to the decision in question. Information related to only the specific LHA decision will be allowed at this hearing. The participant may present evidence or question witnesses at this time.
  - d. The participant may contact LHA before the informal hearing to examine any Housing Authority documents that are directly related to the hearing or receive more information on the basis of the violation(s). The participant may copy any such document at the participant's expense. If LHA does not make the document

available for examination upon the request of the participant, LHA may not rely on the document at the hearing.

- e. Only evidence submitted at or before the hearing will be considered by the Hearing Officer. After the hearing, the Hearing Officer will not perform any independent investigation based on statements made by the participant at the time of the hearing.
- f. Participants must provide credible verification of any statements at the time of the hearing. Verification of statements will not be considered after the hearing.
- g. All written documents submitted by the participant at the time of the hearing and were not signed by a person not in attendance at the hearing must be notarized. Contents of statements not notarized will not be considered by the Hearing Officer.
- h. LHA can help verify information before the Informal Hearing, but the request to verify information must be provided to LHA at least two (2) business days prior to the hearing. LHA is not required to call as witnesses those persons whose testimony would relate only to verification or non-verification of information provided by the participant.
- i. If unverified or uncorroborated documents, or statements, or oral testimony are presented at the informal hearing, the hearing officer will give the evidence the weight and credibility deemed appropriate.
- j. The participant may receive, upon request, at the hearing, copies of any written evidence or reports submitted by LHA to the Hearing Officer.
- k. The Hearing Officer will issue a written decision based on the original request for the informal hearing. The Hearing Officer may consider all applicable federal and state law, HUD rules and regulations and LHA rules and regulations as well as the record and evidence presented at the hearing. The Hearing Officer may reverse, modify, or affirm with or without conditions LHA's decision. The Hearing Officer will issue a written decision stating the reasons for the decision within thirty (30) calendar days of the informal hearing. A copy of the written decision shall be mailed to the participant within three (3) business days after the written and signed decision by the Hearing Officer.
- l. LHA shall not be bound by the Hearing Officer's decision when:
  - (i) LHA is not required to provide an opportunity for an informal hearing, or the matter exceeds the authority of the person conducting the hearing under these procedures.
  - (ii) The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state or local law.
  - (iii) If LHA determines it is not bound by the hearing decision, LHA will promptly notify the participant of the determination and the reasons for the determination.

**F. Reasonable accommodations:**

LHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations or attendants. The participant must notify LHA within two business days of the hearing regarding the need for a reasonable accommodation.

## **Section XXI Homeless Program**

The Homeless program began in May of 1998 to provide housing and continued supportive assistance to homeless families and individuals so as to stabilize the family and/or individual in order to encourage the passing of the family or individual through the need for rent and supportive assistance and to assist the family in breaking the cycle of homelessness.

Sixty-five (65) Housing Choice Vouchers are allocated to the Homeless Program with 55 vouchers serving families, disabled and elderly and 10 vouchers serving the single, non-elderly and non-disabled or two adults without children.

A Homeless Committee has been established with bylaws. The committee shall follow the bylaws and procedures established in the procedure guidance "Program and Case Management Information and Guidelines".

A separate waiting list is established for the 65 homeless vouchers.

- A. Placement on the Homeless Waiting list:** Applications are submitted to LHA by a Homeless Committee member and remain on the waiting list according to the date and time the application is received.
- B. Admission to the Homeless Voucher Program:** When the applicant's name arrives at the top of the waiting list, based on time and date of the application, the Homeless committee member (case manager) will conduct a pre-screening and case plan with goals with the applicant. The case manager will present the applicant and case plan to the Homeless Committee for approval as stated in the procedure guidance.
- C. Continued Assistance:** Participants of the Homeless program are able to continue participation for a maximum of five (5) years. The case manager will submit a request to the Homeless Committee to transfer the participant to the Housing Choice Voucher program when their case plan is completed.
- D. Non-Cooperation with case management:** Participants or Applicants of the Homeless Program must comply with their case plan and the policies established in the Homeless Voucher Bylaws and Case Management Guidelines or be subject to termination or denial from the Homeless Voucher program. If housing assistance is terminated, a participant may not reapply until one year has passed from the termination, or the anniversary of the lease termination, whichever is longer.

The Homeless program is subject to the rules and regulations of the Housing Choice Voucher program , Moving to Work Agreement and the LHA Administrative Plan.

## **Section XXII. Project Based Vouchers**

Lincoln Housing Authority may set aside Section 8 Housing Choice Vouchers for Project- Based Housing assistance according to regulations cited in 24 CFR 983.

The number of vouchers converted to project based housing will be determined based on the housing and service needs within the LHA jurisdiction and the regulations cited in 24 CFR 983. Under LHA's current allocation of tenant-based vouchers, the total cumulative number of Moving to Work tenant-based vouchers to be made available for Project-based units will not exceed 80 vouchers . If additional project-based VASH voucher allocations are made available, LHA may submit an application for the new project-based VASH voucher allocations up to 75 VASH vouchers. LHA will utilize up to 320 project-based vouchers awarded as part of a Rental Assistance Demonstration (RAD) conversion of public housing units or Section 18 disposition conversion to tenant protection vouchers.

### **MOVING TO WORK PROJECT BASED UNITS**

#### **Introduction**

Utilizing the flexibility the Moving to Work (MTW) agreement, LHA intends to establish a Project-Based Voucher (PBV) Program that will serve the needs of the city of Lincoln low-income residents who are in need of housing while also serving the needs of the community.

Under the current MTW Plan, LHA intends to:

1. Collaborate with local developers and non-profit housing providers by creating long-term subsidies by means of project-based vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.
2. Increase the range of options available to low-income households living in high-poverty areas.
3. Designate up to 80 Moving to Work vouchers as project-based vouchers (PBV) from LHA's baseline voucher allocation. Currently 58 of the MTW tenant-based vouchers are designated PBV for Crossroads House Apartments.
4. Designate up to 75 VASH vouchers as project-based vouchers (PBV) to increase the range of affordable housing units for veterans. Currently 70 HUD-VASH vouchers are designated as PBV for Victory Park Apartments-Lincoln at 445 Honor Drive, Lincoln, Nebraska.
5. Designate up to 320 project-based vouchers in two developments: Mahoney Manor (120 units) and Scattered Site (200 units). The RAD and/or Section 18 disposition vouchers are awarded separately by HUD as replacements for public housing units under a HUD approved public housing conversion.
6. Expand the use of project-based vouchers by increasing the permissible percentage of subsidized units in a single development. LHA will allow more than 25% of the units in a development to be project-based when this will result in the preservation of affordable housing and does not result in an increased concentration of low-income families.

7. Utilize project-based vouchers within LHA-owned properties without competitive bid. This utilization of project-based vouchers is intended to maintain or preserve affordable units designated for low income households. Under the MTW Plan LHA has waived the requirement of an independent entity entering into contracts, conducting HQS inspections and making rent reasonableness determinations. Therefore, LHA may conduct inspections, make rent reasonableness determinations and agree to any HAP contract terms on LHA owned or managed property in accordance with the annual MTW Plan. LHA waives the requirement to furnish a copy of each inspection report to the HUD Field office.
8. Allow for project-specific waiting lists to be maintained by the owners or non-profit providers in compliance with agency standards.
9. Allow unit amendments to the project-based voucher HAP contract beyond the three-year limit. Allow zero HAP tenants to occupy a unit indefinitely and the unit will remain designated as project-based under the HAP contract. If the tenant's income decreases with a voucher the HAP payments will be reinstated.
10. The tenant's rent portion will be calculated using MTW utility allowances; Total Tenant Payment (TTP) minus MTW utility allowance equals tenant's rent portion. Project-based vouchers in former public housing units will have unit specific utility allowances.

**A. Goals of Deconcentrating Poverty and Expanding Housing and Economic Opportunities**

- LHA will collaborate with local developers and non-profit housing providers by using Moving to Work Section 8 Housing Choice vouchers as project-based vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.
- LHA will collaborate with local developers and non-profit housing providers by using project-based VASH vouchers, in exchange for the creation of affordable housing for low-income families and individuals targeted to veterans that will receive supportive services.
- LHA prefers project-based voucher sites to be located in census tracts with poverty rates of less than 20 percent. Census tract areas with poverty rates above 20 percent will be considered when the site will increase the range of quality affordable housing options in the area.



## **B. Annual Review of Project-Based Voucher Program**

Lincoln Housing Authority (LHA) shall review its portfolio of available vouchers each year to establish priorities for the project-based voucher program for the upcoming year and determine the number of vouchers to be issued. LHA shall design an appropriate allocation process consistent with the annually established priorities and total number of vouchers available for the project-based voucher program for that year.

## **C. Qualified Agencies**

Agencies qualified to participate in the project-based voucher program must either be:

1. A non-profit or for-profit entity with a mission to provide housing and supportive services to low-income disabled or elderly families and individuals; or
2. A division of government mandated to provide affordable housing to very low-income families and individuals.

## **D. Selection of Project-based Voucher (PBV) Owner Proposals Selection**

LHA has the option to make project-based voucher funding available from any of these three selection processes; competitive process, other competitive process or through voluntary conversion of properties owned directly or indirectly by the Public Housing Agency.

**The competitive selection** process will require LHA to select owners through a competitive Request for Proposal (RFP) process. Specifically, LHA will advertise when applications will be accepted for Project Based Voucher assistance, a selection committee will be established by the Executive Director and the pre-defined selection criteria established by Executive Director prior to the advertisement of the RFP will be used in the selection process. This competitive selection process will only be used as a last resort when the other competitive and non-competitive selection processes do not provide affordable housing opportunities.

**The other competitive process** will be used to make funding available in response to a request from owners with housing that is assisted under a federal, state or local government affordable housing assistance, community development or supportive service program that required selection of proposals (e.g. HOME, and LIHTC projects). LHA has a designated application for those sites who wish to be consider through the “other competitive process” format. Applications will be continually accepted and evaluated based on the availability of vouchers. In order to use the “other competitive process”, the original competition should not have used the possibility of future Project Based Vouchers in the original competition process and must have been selected based on the project’s merits at the time of the competition, LHA may select owner proposals without a separate competition process as long as the project was selected under the other program competition within three years of the project

based voucher proposal selection date. LHA will require the owner to provide a copy of the approved application from the other program competition.

For project-basing HUD VASH vouchers, LHA will consider Enhanced Use Lease (EUL) sites to qualify for the “other competitive” selection process as described in HUD PIH notice 2014-03. LHA will require the developer to provide written proof that the proposed site is an EUL site and has a site approval to develop the project.

LHA will review and evaluate the Project-based Voucher Owner applications based on the following factors.

1. The project will serve the needs of the city of Lincoln low-income residents who are in need of housing while also serving the needs of the community.
2. The project’s ability to create affordable housing options for low-income families and individuals targeted to persons with disabilities that receive supportive services in addition to housing.
3. For VASH project-based vouchers, the projects ability to create affordable housing for low-income families and individuals targeted to veterans that will receive supportive services.
4. The extent in which the proposal furthers the goal of deconcentrating poverty and expanding housing and economic opportunities.
5. The extent in which project-based voucher assistance will facilitate project feasibility,
6. The projects ability to comply with the projected-based voucher regulations as established in 24 CFR 983.

**Non-competitive process:** LHA may use the Moving to Work Agreement option to voluntarily project-base vouchers in property owned directly or indirectly by this agency without a competitive bid.

#### **E. Site Selection criteria**

The following site selection criteria is required but is not all inclusive:

- Unit rent must be affordable. Rent is considered affordable when the gross rent (contract rent plus utilities) does not exceed the program’s established payment standard.
- In accordance with LHA’s MTW plan, LHA will give preference to those entities who provide on site-supportive services specifically to serve the chronic and serious mentally ill and/or any property owned or managed by LHA.

- When using VASH vouchers the site must enhance affordable housing opportunities for low-income families and individuals who are veterans.
- Proposed units must fully meet Housing Quality Standards.
- Site must be suitable for facilitating full compliance with fair housing objectives.
- Sites must be able to comply with Environmental and Subsidy Layering Review requirements as established in 24 CFR 983.55.
- The site must promote LHA's goals of deconcentrating poverty and expanding housing and economic opportunities.
- Complies with the Project Based Voucher site selection standards of 24 CFR 983.57.

#### **F. Environmental review**

Project-based voucher projects are subject to environmental review requirements. Prior to execution of a an Agreement to Enter into a Housing Assistance Payments (AHAP) or the Housing Assistance Payment (HAP) Contract, the owner will be required to present evidence that the environmental review has been performed by a qualified entity or, where applicable, documentation that the project is categorically excluded from review under the National Environmental Policy Act (NEPA). The owner will be required to reimburse LHA for any costs associated with obtaining an acceptable environmental review performed by a qualified entity.

#### **G. Services Agreement**

Organizations awarded Project-based vouchers with the preference to serve the chronic and serious mentally ill population must execute a Services Agreement with Lincoln Housing Authority, in which the organization commits to providing specific supportive services to their disabled tenants. LHA will require compliance for any supportive services obligations entered into by the family where supportive services are provided as a condition of residency. LHA will audit and/or require annual progress reports certifying the tenants are in compliance with their Individual Services Plans (ISPs).

## **H. Preferences**

### **1. In-Place Families**

When units are initially awarded project based assistance and the selected unit(s) is occupied, LHA will consider these families “in-place” and be given a selection preference for the now-assisted unit. The family will be scheduled for an intake interview and given the opportunity to demonstrate eligibility for the project-based voucher.

### **2. Crossroad House Apartments**

Other than the program mandatory “in-place family” preference, no preferences have been designated for the Crossroads House Apartments project-based voucher site.

### **3. Mahoney Manor**

In addition to the In-Place Family preference, Mahoney Manor will have a primary preference for elderly persons age 62 and over, and a near elderly preference for persons aged 50 years and over. LHA will offer available units first to applicants where the head, spouse or sole family member is age 62 years and over. If there are insufficient elderly applicants for a particular vacant apartment, LHA will offer the apartment to applicants who are age 50 years and over. LHA will not offer units to persons who are below the age of 50 years. In addition Mahoney Manor will have secondary preferences for Homeless, Disaster, and Domestic Violence as defined in Section III of this Plan.

### **4. Scattered Site**

In addition to the In-Place Family preference, the Scattered Site development will have preferences for Homeless, Disaster, and Domestic Violence as defined in Section III of this Plan.

## **I. Site Specific Waiting Lists/Vacancy Referrals**

Non-profit and for-profit owners who provide housing and supportive services will be required to establish their own waiting list for project-based units subject to requirements specified in the Housing Assistance Payment contract and/or applicable agency/owner agreements. All new voucher applicants and site eligible families currently on LHA’s tenant-based waiting list will be provided notification of the option to have their name placed on all/any open project-based waiting list. LHA may conduct annual audits on the PBV site’s waiting list and tenant selection

process to ensure the site maintains compliance with all PBV program requirements and any provisions specified in the contract agreement.

**Crossroad House Apartment** project-based waiting list: For Crossroads House Apartments, eligible applicants, age 55 or older, will be placed on their site based waiting list according to the date and time of the application.

**Mahoney Manor** project-based waiting list. Eligible applicants age 50 years and over will be placed on the Mahoney Manor site-based waiting list by bedroom size according to date and time of application and the preferences listed above.

**Scattered Site** project-based waiting list. Eligible applicants will be placed on the scattered-site waiting list by bedroom size according to date and time of application and the preferences listed above.

Unit Offers: One Offer. As a unit becomes available for occupancy, the verified, eligible applicant first on the respective waiting list for the available size of unit shall be offered a unit in accordance with the following plan:

1. The owner will offer the available unit to the applicant at the top of the waiting list. The applicant must accept the unit offered or the owner will change the date of the application to the date of the unit offer, effectively lowering the rank of the application on the waiting list. After the applicant has refused two offers, the owner will cancel the project-based voucher application for that waiting list. The offers will not affect an applicant's placement on other waiting lists.
2. Under certain circumstances the owner may allow the applicant to refuse a unit and remain at the top of the waiting list. If the owner is satisfied that the refusal meets the criteria below, the owner will consider the refusal of the offer to be an "allowable refusal," and will not move the applicant to the bottom of the waiting list.
  - a. The applicant is willing to accept the unit offered, but is unable to move at the time of the offer due to health reasons or because of current lease obligations. A lease requirement for a 30 day notice to vacate does not meet the criteria for an allowable refusal. An inability to move based on finances does not meet the criteria for an allowable refusal. This will be considered the first offer, although the applicant will maintain their position on the waiting list. Once the initial lease obligation or health reason has expired or ended, LHA will make the second and final offer. If the second offer is refused, the owner will cancel the application.
  - b. The applicant's acceptance of a given unit will result in undue hardship not related to consideration of race, color, or national origin, and the applicant presents clear evidence to substantiate this claim. Examples of such hardship include:
    - The unit is inappropriate for applicant's disability.

- The applicant does not need the accessibility features in the unit, and the applicant would be able to reside there only temporarily.

#### **J. Eligibility for PBV Assistance**

Families selected from the site-based waiting list to participate in the MTW or VASH project-based voucher program must attend an intake interview and complete the intake process in order to be determined eligible for the program.

A preliminary eligibility determination will be conducted on-site by the owner or designated staff according to the HAP contract and the signed agreement between the LHA and the owner. The owner is responsible for developing a written tenant selection procedure that are consistent with the purpose of maintaining or improving housing opportunities for very low-income families, and reasonably related to program eligibility and the applicant's ability to fulfill their obligations while under lease.

#### **K. Tenant Screening:** Screening for tenant suitability is the responsibility of the site owner.

Applicants for the project-based assistance program must meet the same initial eligibility requirements as applicants for the Moving to Work (MTW) tenant-based voucher program, unless otherwise stated in the HAP contract and/or applicable agency/owner agreements.

**For project-based VASH voucher sites**, the applicants will meet the same initial eligibility requirements for the VASH tenant-based voucher program which includes the following the *Housing First* approach.

The Housing First approach means LHA will be limited to consider only the following new admission eligibility requirements for the applicants to the VASH project-based voucher program.

1. Legal Capacity
2. Completion of an Application
3. Income
4. Social Security Number
5. Citizenship or eligible immigration status
6. No household member can be a lifetime registered sex offender

#### **L. Ongoing Eligibility**

The owners will also be required to assist participant tenants with completing the annual re-certification process. The owner must schedule an annual on-site interview to assist their clients with the completion of necessary re-certification forms and the gathering of required

verifications as stated in applicable agency/owner agreements. The owner must provide LHA with a copy of all of leases for the PBV unit.

Final eligibility and rent portion determinations will be completed by Lincoln Housing Authority staff. File audits may be conducted on regular basis for project-based voucher files.

#### **M. Occupancy Standards**

LHA will apply the same Occupancy Standards in the project-based program as it uses for the tenant-based assistance program unless otherwise stated in the HAP Contract and/or addendums for the specific development. For public housing units (Mahoney Manor and Scattered Site developments), LHA will apply the Occupancy Standards in LHA's Admissions and Continued Occupancy Policy.

#### **N. Utility Allowance**

Utility Allowance calculations will be computed for project-based units in the same manner as Moving to Work tenant-based voucher calculations. For public housing units (Mahoney Manor and Scattered Sites developments), utility allowances will be site and unit specific.

#### **O. Inspecting Units/Rent Reasonableness**

HQS Inspections and Rent Reasonableness determinations will be conducted yearly for project-based developments with 100 percent of the project based units inspected annually. Under MTW Plan activities, LHA is not required to furnish a copy of each Inspection report to the HUD Field office for property owned or managed by LHA.

#### **P. Lease Agreement and HAP Contract**

The lease requirements and the execution of the HAP contract will generally be the same in the project-based program as it is for the tenant-based assistance program, unless otherwise stated in the HAP Contract and/or addendums for that specific development.

- 1. Addition of Contract units:** A HAP contract may be amended during the three-year period following the execution of the HAP contract to add additional project-based voucher (PBV) units in the same building or complex.

Under LHA's Moving to Work plan, LHA may allow unit amendments to a project-based voucher HAP Contract beyond the initial three-year limit. The extension for unit amendments will be considered when it is necessary to allow a zero HAP participant to continue to occupy the unit indefinitely, and prevent the tenant's displacement from their current residence.

- 2. HAP Contract Year, Anniversary and Expiration dates:** The initial HAP contract year is calculated from the first day of the first calendar month of the HAP contract term. The annual anniversary date is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where the contract units are placed under HAP contract in stages (different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the date that site was originally placed under contract.

### **3. Rent Subsidy Contracts**

Rent subsidy contracts are available up to fifteen (15) years for MTW project-based vouchers. If additional project-based VASH voucher allocations are made available, rent subsidy contracts can be established for up to fifteen (15) years for VASH project-based vouchers. All rent subsidy shall not exceed the published payment standards as approved in the LHA Section 8 Administrative Plan.

### **4. Vacancy Loss/Damage Claims**

When a project-based unit becomes vacant, LHA will not pay the owner Housing Assistance payments to cover vacancy loss. LHA will not pay the owner for any damages to the unit.

If any project-based contract units have been vacant for a period of 120 days or more since owner notice of vacancy, LHA will give notice to the owner amending the HAP contract to reduce the number of contract units that have been vacant for such a period. (24 CFR 983.254)

## **Q. MOVES**

### **Overcrowded, Under-Occupied and Accessible units**

If after initial tenancy, the family is occupying a unit that is too small based on occupancy/subsidy standards or does not have the accessibility features required to accommodate a disability then family and the owner will be given a proper written 30 day notice to move. LHA will offer the family continued assistance in the following order based on availability; (1) PBV assistance in the same building or project or (2) Tenant-based voucher assistance. **For project-based VASH voucher** units, the tenant-based voucher assistance must come from a VASH designated program.

If after initial tenancy, the family is occupying a unit that is too big based on occupancy/subsidy standards or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, LHA will require the family move by their next annual re-examination effective date. LHA will offer the family continued assistance in the following order based on availability; (1) PBV assistance in the same building or project or (2) Tenant-based voucher assistance. **For project-based VASH voucher** units, the tenant-based voucher assistance must come from a VASH designated program.

## **R. Exit Vouchers/Continued Assistance**



After a household has participated in the project-based voucher program for no less than 12 months and is in good standing with LHA and program requirements, the family may move from the project-based assisted unit and retain federal housing assistance under the tenant-based voucher program. If the project based unit offers supportive services, the family must be in compliance with their Individual Service Plan (ISP). Lincoln Housing Authority will provide a tenant-based voucher when funding is available. When funding is not available, the tenant will be given priority once vouchers become available.

Households who leave the project-based voucher program before one year and/or do not meet the requirements or agreements of the program are not eligible for continued assistance. Exceptions will be made to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, in these circumstances the family may receive a tenant-based voucher, if available, to transfer to another unit even if the move would be in violation of the current lease and the project-based voucher one-year minimum residency requirement. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

Under the Moving to Work project-based voucher program, tenants who occupy a project-based unit with zero HAP may continue to occupy their unit indefinitely, and the unit will remain designated as a project-based unit under contract. The HAP would be re-instated for this unit, if the tenant's income decreases, or if a new tenant moves into the unit who qualifies for HAP assistance.

#### HUD-VASH PBV Continued Assistance

In accordance with HUD notice PIH 2015-10, the following must be implemented when a HUD-VASH family is eligible to move from its HUD-VASH PBV unit and there is no comparable tenant-based rental assistance to offer the family.

- a. If a HUD-VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA may require the family to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days.
- b. If a HUD-VASH tenant-based voucher is still not available after the period of 180 days, the family will be allowed to move with a HUD-VASH voucher but LHA will be required to replace the assistance in the PBV unit with a regular voucher, unless LHA and the owner agree to remove the unit from the HAP contract.
- c. If after 180 days, a HUD -VASH tenant based voucher does not become available and the PHA does not have sufficient funds available in the "regular" HCV program to attach assistance to the PBV unit, the family may be required to remain in the PBV unit until funding becomes available.
- d. When a family member is receiving protection as a victim of domestic violence, dating violence, sexual assault, or stalking and the veteran is the perpetrator of

such violence, the victim must continue to be assisted. If the victim has been living in the unit for one year or more, the victim will be given a regular tenant-based voucher, if one is available. If the victim has been living in the unit for one year or more, the victim will be given a regular tenant-based voucher, if one is available. If the victim has been living in the unit for less than one year, the victim will be placed on the regular tenant-based voucher waiting list with a Domestic Violence preference. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

### Family Break-Up

In the event of a family break-up by divorce or separation, the designated head of household shall decide who remains in the assisted unit and report the change in household composition to LHA in writing. No further subsidy is provided to the departing household members, unless directed otherwise by a court of law. Exceptions will be made to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, in these circumstances the victim may receive a tenant-based voucher, if available and the tenant has resided in the unit for one year or longer. If the victim has been living in the unit for less than one year, the victim will be placed on the regular tenant-based voucher waiting list with a Domestic Violence preference. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

## **S. Project-based Vouchers in former public housing units.**

LHA will operate these PBV developments in accordance with the HUD RAD Agreement, the MTW Agreement, PIH Notice 2017-03, LHA's MTW Plan, [and any use restrictions following Section 18 disposition](#). In accordance with the MTW Plan, LHA will conduct inspections and determine rent reasonableness for these vouchers.

LHA will calculate rent in the following way for tenants whose Total Tenant Payment (TTP) equals or exceeds the Gross Rent for the unit (Zero HAP tenants) in [former Public Housing](#) developments.

Mahoney Manor. Both existing tenants (pre-RAD conversion) and new tenants (post-RAD conversion) will pay rent based on their TTP up to the Gross Rent for the unit. Zero HAP tenants will continue to pay the Gross Rent for the unit indefinitely until their income decreases or the Gross Rent increases to a point where they qualify for HAP again. A tenant's portion of rent will not increase above the RAD PBV Gross Rent for the unit.

Rent Phase-in/Hardship Policy: Current public housing ceiling rents are less than the anticipated gross rents at conversion. We have developed the following phase-in of potential rent increases for households whose TTP exceeds the 2018 public housing ceiling rents. At the first scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus \$25.00. At the second scheduled annual or biennial

recertification following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus \$50.00. At the third scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay up to the gross rent at the time of the recertification.

Recertification Cycles: Upon conversion from public housing to project-based vouchers, the family's last public housing annual or interim income recertification will serve as the initial certification for the voucher program. The family will remain on the same annual or biennial review cycle and schedule.

## Section XXIII.

### **Mainstream Housing Opportunities for Persons with Disabilities program**

Effective August 1, 2006, Lincoln Housing Authority was awarded funding for twenty ( 20) vouchers to be utilized by eligible disabled families as defined in 42 U.S.C. 423.

Applicants meeting the “disabled” criteria will be selected from the waiting list based on date and time of the application and if the household meets any of the local preferences.

The first twenty (20) applicants meeting the disability requirements will be selected from the HCV waiting list to determine eligibility for admission to the program.

Lincoln Housing Authority will operate the Mainstream Housing program by following the policy sent forth in accordance with HUD regulations and requirements governing the Housing Choice Voucher Program, the policy established by LHA’s current Administrative Plan and as identified within the Mainstream Program Operating Plan. Effective April 1, 2019, all MTW HCV activities will apply to Mainstream vouchers. The MTW HCV activities will apply to Mainstream vouchers at initial lease-up or at the next annual or interim review on or after April 1, 2019.

**Continued Assistance:** If it is determined at the annual re-examination that a Mainstream family no longer qualifies as a “disabled” household, the family will be offered continued HCV assistance by transferring from the Mainstream Voucher program to the Housing Choice Voucher program, pending funding availability. To complete this voucher transfer, an annual re-exam must be completed implementing the Moving to Work policies.

## Section XXIV.

### Veterans Affairs Supportive Housing (VASH) voucher program

The HUD-VASH program combines HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs Medical Centers (VAMC). 35 rental vouchers were awarded for Lincoln Housing Authority to administer.

LHA's Administrative Plan policies apply to HUD-VASH vouchers unless the local policy conflicts with the requirements HUD-VASH requirements identified in Federal Register notices. Currently FR-5213-N-01 cites the HUD -VASH program requirements. LHA will operate VASH vouchers in accordance with specifications of the Moving to Work (MTW) agreement with HUD as authorized on September 8, 2011.

- A. Admissions:** The VAMC will refer participants to LHA for eligibility determination for the issuance of a voucher. LHA does not have the authority to maintain a waiting list or apply local preferences for the VASH voucher program. VAMC will screen all families. LHA relinquishes its authority to determine the eligibility of families in accordance to the regular HCV program rules and LHA policies. LHA does not have the authority to screen families or deny assistance for any grounds permitted under 24 CFR 982.552 and 982.553, with one exception. LHA is still required to prohibit admission if any family member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- B. Income Eligibility:** LHA will determine income eligibility for families in accordance to 24 CFR 982.201. Income targeting requirements do not apply.
- C. Voucher Issuance:** The initial search term of the vouchers is 120 days. Any extensions will follow the HCV Administrative Plan policy.
- D. Initial Lease Terms:** The initial lease term may be established for less than 12 months.
- E. Ineligible Housing:** HUD-VASH families are permitted to live on the grounds of a VAMC in units owned by the VA.
- F. Portability:** HUD-VASH participants must reside in jurisdictional areas that are accessible to case management services as determined by partnering VAMC.
- G. Case Management:** As a condition of rental assistance the HUD- VASH family must receive case management services from the VAMC. Failure to participate, without good cause, in case management will result in termination of HUD-VASH voucher assistance as verified by VAMC. However, if the VAMC determines the family no longer requires case management service the family will be offered

continued HCV assistance and transferred to a Housing Choice Voucher, pending funding availability. To complete the voucher transfer an annual re-exam must be completed implementing the Moving to Work policies.

- H. Continued Assistance:** When a family member is receiving protection as a victim of domestic violence, dating violence, sexual assault, or stalking and the veteran is the perpetrator of such violence, the victim must continue to be assisted. The victim will be given a regular tenant-based voucher, if one is available. If a regular tenant-based voucher is not available, then the perpetrator (veteran) must be terminated from assistance, and the victim will continue to use the HUD-VASH voucher until a regular tenant-based voucher is available.

- I. Family Break-up:**

In the event of a family break-up by divorce or separation, the designated head of household shall decide who remains in the assisted unit and report the change in household composition to LHA in writing. No further subsidy is provided to the departing household members. Exceptions will be made to protect the health or safety of an individual who is, or has been, the victim of domestic violence, dating violence, sexual assault, or stalking, in these circumstances the victim may receive a tenant-based voucher, if available. Refer to the Emergency Transfer Plan cited in Section XXVIII of this Plan for the VAWA Emergency Transfer procedures and qualifications.

## **Family Unification Program**

### **Section XXV**

Should Lincoln Housing Authority be designated to receive Housing Choice Vouchers under the Family Unification Program (FUP), this section will describe the administrative policy for this special program. The Family Unification Program will be administered under the Moving to Work policies in accordance to Lincoln Housing Authority's MTW agreement and plan.

#### **Fair Housing Addendum**

This addendum outlines the reasonable steps the Lincoln Housing Authority will take to affirmatively further fair housing for classes protected under the Fair Housing Act in regards to Family Unification Program vouchers awarded under FY 2009 HUD Notice of Funding Availability.

Protected classes include race, color, national origin, religion, sex, disability, and familial status. The Lincoln Housing Authority will take reasonable steps which will include, but are not limited to:

- A. Identifying and ensuring certification of FUP eligible families and youth that may be on the PHA's waiting list and ensuring that the family or youth maintain their original position of the waiting list after certification
  1. LHA will accept referrals of families and youth, who are certified by the Public Child Welfare Agency(PCWA) known as Nebraska Health and Humans Services (NDHSS), as eligible for FUP assistance.
  2. Upon receipt of the referral, the names of the certified families and youth will be compared to the existing Housing Choice Voucher (HCV) waiting list. Any matches will be noted on the existing HCV waiting list plus the FUP applicant name will simultaneously be added and maintained on a separate FUP waiting list. This method will assure that a family or youth already on the HCV waiting list at the time of the referral for FUP does not lose a more preferable (higher) position on the existing HCV waiting list.
  3. If a family or youth receives a FUP voucher, they will remain on the Housing Choice Voucher waiting list in accordance to their original date and time of the application. If HCV vouchers are available, applicants will be selected to fill the HCV voucher vacancies based on any preference as established in this plan and on the date and time of the application. A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.

- B. Appropriately placing all FUP eligible families and youth referred from the Public Child Welfare Agency (PCWA) on the HCV waiting list in order of first come, first served.
1. LHA will receive a written referral from the local PCWA, known as Nebraska Health and Human Services (NDHHS), and their designated contractors, certifying families or youth who are eligible for the Family Unification Program. If no FUP vouchers are available for the eligible families and youth at the time of PCWA referral, a separate waiting list will be maintained specifically for FUP vouchers. Applicants will be selected from the FUP waiting list in accordance to the time and date of the application and served on a first-come, first-serve basis.
  2. The eligible FUP families and youth will also be placed on Lincoln Housing Authority's Housing Choice Voucher (HCV) waiting list in accordance to their original date and time of their application.
  3. If the FUP family or youth is already on the HCV waiting list, they will remain on the HCV waiting list in accordance to their original date and time of their application for Housing Choice Voucher assistance. Applicants are placed on the Housing Choice Voucher (HCV) waiting list according to the date and time of the application regardless of the bedroom size. Applicants are selected to fill the voucher vacancies based on any preference and the date and time of the application. A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.
  4. If a family or youth receives a FUP voucher, they will remain on the Housing Choice Voucher waiting list in accordance to their original date and time of the application. If HCV vouchers are available, applicants will be selected to fill the HCV vacancies based on any preference as established in this plan and on the date and time of the application. A single non-elderly, non-disabled individual will be selected after elderly, disabled and families.
- C. Informing applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
1. Applicants will be provided information on how to file a fair housing complaint including the information on the Housing Discrimination



Hotline and the Federal Information Relay Service.

2. Applicants will also be provided fair housing information at the time of voucher issuance. Prior to voucher issuance, applicants are required to attend a program briefing where the Lincoln Commission on Human Rights presents information on fair housing and how to protect your rights. Included at this briefing is a packet of materials that will provide information on how to file a fair housing complaint along with the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
3. At each annual re-examination, program participants will be provided information on how to file a fair housing complaint and the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.

## **Section XXVI.**

### **Rental Assistance for Non-Elderly Persons with Disabilities Program**

Should Lincoln Housing Authority be designated to receive Housing Choice Vouchers under the Rental Assistance for Non-Elderly Persons with Disabilities Program (RANEPD), this section will describe the fair housing addendum required for this special program. LHA will administer these vouchers in accordance with the Moving to Work agreement and plan, unless inconsistent with Appropriations Act requirements or the requirements of the funding notice. In the event of a conflict, the requirements of the Appropriation Act and/or funding notice will govern.

#### **Fair Housing Addendum**

This addendum outlines the reasonable steps the Lincoln Housing Authority will take to affirmatively further fair housing for classes protected under the Fair Housing Act in regards to RANEPD vouchers awarded under FY 2009 HUD Notice of Funding Availability, including any subsequent renewal of these vouchers.

Protected classes include race, color, national origin, religion, sex, disability, and familial status. The Lincoln Housing Authority will take reasonable steps which will include, but are not limited to:

- A. Identifying and ensuring certification of RANEPD eligible families that may be on the PHA's waiting list and ensuring that the families maintain their original position of the waiting list after certification.
- B. Informing applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
  1. Applicants will be provided information on how to file a fair housing complaint including the information on the Housing Discrimination Hotline and the Federal Information Relay Service.
  2. Applicants will also be provided fair housing information at the time of voucher issuance. Prior to voucher issuance, applicants are required to attend a program briefing where the Lincoln Commission on Human Rights presents information on fair housing and how to protect your rights. Included at this briefing is a packet of materials that will provide information on how to file a fair housing complaint along with the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.

3. At each annual re-examination, program participants will be provided information on how to file a fair housing complaint and the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service at (800) 887-8339.
- 
- C. Where requested by an individual, helping program applicants and participants gain access to supportive services available within the community but not require eligible applicants or participants to accept such supportive services as a condition of continued participation in the program.
  - D. Identifying public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities;
  - E. Not denying other housing opportunities to persons who qualify for an HCV under this program other housing opportunities, or otherwise restrict access to PHA programs to eligible applicants who choose not to participate;
  - F. Providing housing search assistance (24 CFR Section 8.28(a)(3));
  - G. In accordance with rent reasonable requirements, approving higher rents to owners that provide accessible units with structural modifications for persons with disabilities (24 CFR Section 8.28(a)(5); and
  - H. Providing technical assistance, through referrals to local fair housing and equality opportunity offices, to owners interested in making reasonable accommodations or units accessible to persons with disabilities.

## Section XXVII.

### Special Admission and Enhanced Voucher Program

When Lincoln Housing Authority is authorized Special Admission or Enhanced vouchers, these vouchers will be administered in accordance with PIH Notice 2001-41 and relevant notices thereafter. Upon completion of the "initial" HAP contract year as an enhanced voucher, the participant will also follow the policies established in LHA's Moving to Work Agreement and Plan.

Special Admission and Enhanced vouchers are authorized when a housing conversion action occurs. Housing conversion actions occur when existing project-based units are converted to unassisted units. In this case, "project-based" refers to various forms of project-based assistance but does not refer to units with project based vouchers.

- A. Voucher Search Time:** Because special admission vouchers are meant for families who are adversely affected by housing conversions, LHA will issue the voucher for a 90 period and extend for an additional 90 days if necessary to locate housing.
- B. Subsidy Standards:** Enhanced vouchers will follow the same subsidy standards as described in the subsidy section of this Administrative Plan, however, a special rule applies to families who live in over-sized units who wish to stay at the property.

**Over-housed household:** If a family, who is staying at the property, is determined to be residing in a unit that exceeds the number of bedrooms for which the family qualifies under the subsidy standards, then the family is over-housed. The family will be required to move to an appropriate-sized unit within the project, if one is available.

- If no appropriate-sized unit is available in the project, LHA will execute a HAP contract for the oversized unit, and the subsidy calculation will continue to be based on the gross rent for the oversized unit until an appropriate-sized unit becomes available.
- When an appropriate-sized unit becomes available, the family must move within 30 days after being notified by LHA.
- If there are more over-housed families in the project than the number of available units then LHA will require non-disabled households to move first and then use a random lottery system to determine which over-housed families will be required to move to the appropriate-sized units as the units become available.

- If a family refuses to move to an available appropriate-sized unit, the normal voucher subsidy formula will be applied in calculating the family's HAP for the oversized unit, and the family becomes responsible for any amount of gross rent not covered by HAP.

**C. Minimum Rent:** The enhanced minimum rent requirement is a special, statutory requirement, detailed in PIH 2001-41 Notice, which only applies to enhanced voucher assistance. The family must continue to pay at least the amount of tenant rent they were paying on the eligibility event date. Enhanced minimum rent only applies to families who remain residing in the project.

**D. MTW Utility Allowance Hardship (Enhanced Vouchers)**

If a household is eligible to receive an "Enhanced" voucher and their utility allowance at their current unit exceeds the Moving to Work utility allowance at the time of program conversion, the Enhanced voucher household will be granted a Moving to Work Utility Allowance hardship. The MTW Utility Allowance hardship will allow the Enhanced voucher household to retain the utility allowance established on the date of program conversion ( i.e. lock in the utility allowance), as long as the two conditions exist.

- 1) The tenant remains in the original unit; and
- 2) The MTW utility allowance is less than the "locked in" enhanced utility allowance.

**E. HAP Calculations:** The housing assistance payment (HAP) for a family in the project will equal the gross rent for the unit minus the greatest of:

- 27% of gross monthly income;
- applicable enhanced minimum rent;
- \$50 TTP; or
- \$25 MTW minimum tenant rent.

## **Section XXVIII.**

### **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

LHA is concerned about the safety of its participants, and such concern extends to program participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), LHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit within the same program or served by the same waiting list. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of LHA to honor such request for participants/ tenants currently receiving assistance, however, may depend upon a preliminary determination that the participant/tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, a move is required to protect the health or safety of a family member, and on whether LHA has an available voucher.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that LHA's HUD-subsidized rental assistance programs (Section 8 Housing Choice Voucher (HCV), Section Project-based voucher program (PBV) and HUD-Veteran Affairs Supportive Housing program (HUD-VASH) are in compliance with VAWA.

#### **A. Eligibility for Emergency Transfers**

A program participant/tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

- 1) the participant/tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit; or
- 2) if the participant/tenant is a victim of sexual assault, and the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer; and
- 3) the tenant requests an emergency transfer in accordance with the procedures described in this plan.

Continued Assistance eligibility: LHA will not restrict the timing or the number of moves when a family member is or has been a victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of a family member.

LHA cannot terminate a family's voucher assistance solely on the basis that a family moved out of an assisted unit in violation of the lease or without prior notification to LHA, if such move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises within the 90-calendar-day period preceding the family's request to move.

#### Family Break-Up

When a family break-up results from the occurrence of domestic violence, dating violence, sexual assault, or stalking LHA will retain voucher assistance for the victim in accordance with the various program regulations cited in other sections of this Section 8 Administrative Plan.

LHA will provide the victim with voucher assistance without having first terminated assistance to the perpetrator.

#### **B. Emergency Transfer Request Documentation**

To request an emergency transfer, the program participant/ tenant shall notify LHA and submit a written request for an emergency transfer. LHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

LHA will utilize Form HUD-5383 for this request, and make the form available to participants/ tenants.

### **C. Confidentiality**

LHA will keep confidential any information that the participant/tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant/tenant gives LHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant/tenant.

### **D. Emergency Transfer Timing and Availability**

LHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LHA will, however, act as quickly as possible to approve a move for a participant/ tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability of a voucher.

LHA will treat approved emergency transfers as priority transfers within the same program or waiting list. If a participant/ tenant is requesting to move to a unit in a different program with a different waiting list, LHA will treat that as a new applicant for the property or program who must comply with the requirements of that waiting list. If a unit or program is available, the transferred participant/tenant must agree to abide by the terms and conditions that govern occupancy in the unit or govern participation in the program to which the tenant has been transferred. If a victims requests to move outside of LHA's jurisdiction, the portability regulations apply. LHA may be unable to transfer a participant/tenant to a particular location if a Housing Authority does not administer Housing Choice Vouchers, or if a Housing Choice Voucher is not available due to funding limitations or voucher authorization restrictions.

If LHA has no immediate safe options for a participant/tenant who is eligible for an emergency transfer, LHA's Tenant Services Department will assist the tenant in identifying other housing options or providers who may have safe and available units or programs to which the participant/ tenant could move. At the participant/tenant's request, LHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

### **E. Safety and Security of Participants/Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant/tenant is urged to take all reasonable precautions to be safe.

Participants/Tenants who are or have been victims of domestic violence are encouraged



to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Participants/Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants/Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center [www.victimsofcrime.org/our-programs/stalking-resource-center](http://www.victimsofcrime.org/our-programs/stalking-resource-center).

**Local resources include:**

Voices of Hope in Lincoln

24-Hour Crisis Line: 402-475-7273    Office Phone: 402-476-2110

Email Address: [info@voicesofhopelincoln.org](mailto:info@voicesofhopelincoln.org)

Mailing Address: 2545 N St., Lincoln, NE 68510

Website: [www.voicesofhopelincoln.org](http://www.voicesofhopelincoln.org)

Friendship Home

Emergency Shelter Line: 402-437-9302

Mailing Address: PO Box 85358, Lincoln NE 68501

Email Address: [info@friendshiphome.org](mailto:info@friendshiphome.org)

Website: [www.friendshiphome.org](http://www.friendshiphome.org)

**APPENDIX A**  
**GLOSSARY OF TERMS**

**Administrative Plan** - The plan required by HUD for Public Housing and Section 8 Tenant-Based program administrators (Public Housing Agencies) that detail the administrator's policies and procedures.

**Adjusted Income** - Annual income, less allowable HUD and approved MTW deductions.

**Anniversary Date** - Twelve (12) months from the date of initial verification. The initial verification date is considered the date the original voucher was issued to the participant during admissions into the voucher program. The anniversary date is the first month following the month in which the family was initially verified (initial voucher was issued). Applicants admitted prior to January 1, 2009 anniversary dates were established in accordance to the date of the last HAP contracted thus their anniversary dates will remain as prior established until the end of their program participation.

**Annual Income** - The anticipated total income from all sources received by family members (even if a member is temporarily absent) for the 12-month period following the effective date of initial admissions or re-examination. The following lists specifies income inclusions and exclusions.

Annual income includes, but is not limited to, the following:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and net income of any kind from real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by LHA in accordance with the National Savings Rate.
4. The full amount received of periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, benefits for disability or death, and other similar types of periodic receipts. This includes a lump-sum payment for the delayed start of a periodic payment, except for SSI and Social Security.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. Welfare assistance payments, including General Assistance, Temporary Assistance to Needy Families, and Aid to Families with Dependent Children.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts, including amounts received from any person not residing in the dwelling.

8. All regular pay, special pay and allowances, (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are living in the dwelling.
9. Minimum Earned Income. The greater of the Minimum Earned Income or the actual earnings from employment or self-employment and/or State or Federal unemployment compensation benefits received by an adult household member will be included in accordance with the policy in the Income section of this document.

Annual income does not include:

1. Temporary, non-recurring, or sporadic income, including gifts.
2. Income from employment of children (including foster children) under the age of 18.
3. Payments received for the care of foster children or foster adults.
4. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal property losses. Lump-sum payments for delayed start of Social Security and SSI are also excluded.
5. Amounts received by the family, that are specifically for or in reimbursement of the cost of medical expenses for any family member.
6. Income of a Live-in Aide.
7. The full amount of student financial assistance paid directly to the student or the educational institution.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9.
  - (1) Amounts received under training programs funded by HUD;
  - (2) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS);
  - (3) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - (4) A Resident Service Stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for LHA, on a part-time basis, that enhances the quality of life in public housing; or
  - (5) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the LHA;.
  - (6) LHA will exclude income received for participation in grant-funded research on the impact that income has on the development of children in low-income families, if the income has also been excluded by the State of Nebraska for use in

determining eligibility for Aid to Dependent Children. The exclusion shall not exceed \$4,000 per year for four years. The research income known as the 4MyBaby gift qualifies under this exemption.

10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Earnings in excess of \$480 for each full-time student under 22 years old (excluding the head of household and spouse).
12. Adoption assistance payments in excess of \$480 per adopted child.
13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. The current exclusions include:
  - (1) Value of allotment provided to eligible households under the Food Stamp Act of 1977.
  - (2) Payments to volunteers under the Domestic Volunteer Services Act of 1973. Examples of programs under this Act include but are not limited to: the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program; National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
  - (3) Payments received under the Alaska Native Claims Settlement Act.
  - (4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
  - (5) Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
  - (6) Payments received under programs funded in whole or in part under the Job Training Partnership Act (JPTA).
  - (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
  - (8) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

- (9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- (10) Payments received from programs funded under Title V of the Older Americans Act of 1965. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb
- (11) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation, M.D.L. No. 381. (E.D.N.Y.)
- (12) Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785).
- (13) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- (14) Earned Income Tax Credit Refunds received on or after January 1, 1991.
- (15) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- (16). Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- (17) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- (18) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.
- (19) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

**Applicable Payment Standard** - The payment standard that applies to a given family, based on the family size and composition.

**Applicant**- The head or co-head who has filed an application for Section 8 housing assistance with Lincoln Housing Authority.

**Arrest**-The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority.

**Assets - Net Family Assets** - Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land, and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal

property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Gross Income.) In determining Net Family Assets, LHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Assisted Tenant** - A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistant Payments, or Section 8 assistance and all other 236 and BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**Calculated Voucher Payment** - The lesser of the estimated voucher payment or the amount by which the gross rent exceeds the actual total tenant payment.

**Child** - A member of the family other than the family head or spouse who is under 18 years of age.

**Child Care Expenses** - Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care; and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

**Citizen** - Citizen/national of the United States.

**Co-head**- An individual in the household who is equally responsible for the lease with the head of household. A co-head never qualifies as a dependent. A co-head could be a spouse.

**Computer Matching Agreements** - The agreements between HUD and the Internal Revenue Service (IRS) and the Social Security Administration (SSA) that allow the matching of data between each entities' databases.

**Continuously Assisted** - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

**Contract Rent** - The rent HUD, a public housing agency (PHA) or Contract Administrator authorizes an owner to collect for a unit (not public housing) occupied by a family receiving rental assistance. In the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.

**Contract Term** - No definite date of termination is set forth in the contract. The contract continues until the lease terminates or for the term of the ACC , whichever occurs first.

**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 and where 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 the relationship; and
- the frequency of interaction between the persons involved in the relationship.

**Dependent** - A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or is a full-time student under the age of 22.

**Dilapidated Housing Unit** - A housing unit is considered dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

**Disabled Expenses Allowance**- The amount anticipated to be paid out by the family for attendant care and/or auxiliary apparatus expenses that are necessary to enable a family member (including the disabled member) to be employed. The amount deducted shall be the lesser of the amount by which the total expenses for disabled assistance exceeds 3% of the annual income or the employment or the employment income the adult members will earn because the assistance is available. For elderly families, the 3% of annual income is first deducted from disabled expenses and any remainder is deducted from medical expenses. The expenses are not deducted if they are paid to a family member living in the household or if they are paid for or reimbursed by an outside source.

**Disabled Person** - A person who has a disability:

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

**Discretionary Policies** - Those instances in which HUD regulations do not specify the policies or activities a PHA must adopt, leaving the PHA the freedom to make its own choices.

**Displaced Person** - A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

**Domicile** - The legal residence of the household head or spouse as determined in accordance with State and local law.

**Domestic Violence**- Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a

person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, committed by a person similarly situated to a spouse of the victim under the domestic violence or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim, who is protected from that person's acts under the domestic violence or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Drug-related criminal activity** - 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 Substance Act (21 U.S.C. 802)).

**Earned Income** - Income from wages, tips, salaries, other employee compensation and any earnings from self-employment. For Minimum Earned Income purposes unemployment compensation is considered earned income, while worker's compensation is considered unearned income.

**Effective Date** - This date refers to an examination or re-examination (i) in the case of an examination for admission, the date of initial occupancy and (ii) in the case of re-examination of an existing tenant, the date the redetermined rent becomes effective.

**Elderly Person** - A person who is at least 62 years of age.

**Elderly Family**- An elderly family is one whose head, spouse, co-head or sole member is 62 years or older.

**Eligible Immigration Status** - An immigration status in one of the following categories:

1. A non-citizen lawfully admitted for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15) of the INA non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), who has been granted lawful temporary resident status);
2. A non-citizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
3. A non-citizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157)(refugee status); pursuant to the grant of asylum (which) has not been granted conditional entry under Section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
4. A non-citizen who is lawfully present in the United States as a result of an exercise of discretion by Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212 (d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
5. A non-citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 234(h) of the INA (8 U.S.C. 1253(h))(threat to life or freedom);
6. A non-citizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a)(amnesty granted under INA 245A).

**Eligible Family** - A family whom the HA has determined meets the criteria for receiving housing



assistance. 'Family' as defined by the HA, approved by HUD, is listed elsewhere in the glossary.

**Escrow Account** - An interest bearing savings account established for a Family Self-Sufficiency participant. A credit of a portion of the rent increase, which is a result of earned income.

**Estimated Voucher Payment** - The amount by which the applicable payment standard exceeds 30% of the tenant income.

**Exception Rent** - In the voucher program, the HA may adopt a payment standard up to the exception rent limit approved by HUD.

**Excess Rental Assistance** - The difference between the amount of rental assistance received by a tenant based on reported income and the amount of rental assistance the tenant was entitled to receive.

**Evidence of Eligible Immigration Status** - The documents which must be submitted to establish citizenship or eligible immigration status.

**Fair Market Rent (FMR)** - The rent, including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register annually.

**Family Composition** - A Family includes the following, regardless of the actual or perceived sexual orientation, gender identity or marital status:

- (1) A single person or group of persons;
- (2) includes a family with a child or children;
- (3) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family;
- (4) A single person family may be:
  - (i) an elderly person,
  - (ii) a displaced person,
  - (iii) a disabled person,
  - (iv) any other single person;
- (5) A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

**Family Self-Sufficiency (FSS)** - FSS is a program established by LHA to promote self-sufficiency among participants, including the provision of "supportive services" to these participants.

**Family Rent Share**- The portion of contract rent the tenant must pay.

**Foster Care Payment** - Payments to eligible households by state, local, or private agencies.

**Fraud** - Willful and intentional deception to obtain monies and/or services which the recipient would not normally be entitled.

**Full-time Student** - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational

institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Gross Rent (total tenant rent)** - The total monthly cost of housing an eligible family, which is the sum of the Contract Rent and any Utility Allowance for the assisted unit. In the case of rental of a manufactured home space only, Gross Rent also includes the Family's monthly payment to amortize the purchase price of the manufactured home.

**HA** - Housing Authority

**Head of Household** - The adult family member who is legally able to enter into a lease under state or local law, and in whose name the voucher is issued, and who is considered responsible for the payment of rent and held accountable for the actions, conduct and behavior of the Family.

**Homeless Family** - For selection preference purposes, and applicant is considered a Homeless Family if they:

1. Lack a fixed, regular and adequate nighttime residence; or
2. Have a primary nighttime residence that is:
  - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing);
  - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

A Homeless Family does not include any individual imprisoned or otherwise detained pursuant to a Federal, State or local law.

**Housing Assistance Payment (HAP)** - The monthly assistance payment by the HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family's lease.
2. A payment to the family if the total assistance payment exceeds the rent to owner.

**Housing Assistance Payment Contract (HAP Contract)** - A written contract between the HA and an owner in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**Housing Quality Standards (HQS)** - The HUD minimum quality standards for housing being assisted under the voucher programs.

**Housing Choice Voucher** - A document issued by a HA declaring a Family to be eligible for participation in the Housing Voucher Program and stating the terms and conditions for the Family's participation.

**HUD** - The U.S. Department of Housing and Urban Development.

**Immediate Family Member**- A spouse, parent, brother or sister, or child of a victim or individual to whom the victim stands in the loco parent; or any other person living in the household of the victim and related to the victim by blood or marriage.

**Income Limits** - A schedule of incomes that do not exceed a percent of the median income for the area

as determined by HUD with adjustments for smaller or larger Families, except that HUD may establish income limits higher or lower on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors.

**Initial Lease Term** - The initial term of the assisted lease. The initial lease term must be for at least one year.

**Initial PHA** - A HA administering a Section 8 increment to a Section 8 participant who desires to move or who has moved to another area.

**Initial Verification Date**- The initial verification date is considered the date the original voucher was issued to the participant during admissions into the voucher program.

**USCIS** - The U.S. Immigration and Naturalization Service.

**Interim Re-certification Policy** - The policy that determines when a tenant should report income increases. The policy also identifies if a PHA recalculates rental assistance and if so, when rental assistance will be increased.

**Landlord** - Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**Lease** - A written agreement between an owner 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 the HA.

**Lease Addendum** - In the lease between the tenant and the owner, the lease language required by HUD.

**LHA** - Lincoln Housing Authority

**Live-in Aide** - A person who resides with an elderly, disabled or disabled person or persons and who (a) is determined by LHA to be essential to the care and well-being of the person; (b) is not obligated for support of the person; and (c) would not be living in the unit except to provide necessary supportive services and is not otherwise eligible for assistance.

**Local Preference** - see Preference

**Long-term Housing:** Housing that is sustainable, accessible, affordable and safe for the foreseeable future which:

- a person rents or owns;
- is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program;
- is directly provided by PHA, is not time limited and the person meets eligibility requirements of the program.

**Market Rent** - HUD's determination of the rent, including utilities (except telephone), range and refrigerator, parking and all maintenance, management and other essential housing services, which would be required to obtain privately owned rental housing of modest design with suitable amenities in a particular market area.

**Medical Expenses** - Those medical expenses, including medical insurance premiums, that are anticipated to be paid by the elderly, disabled or disabled family during the period for which annual income is computed, and that are not covered by insurance.

**Member of the Armed Forces** - A person in the active Military or Naval Service of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard including people in public health services..

**Minor** - A member of the family household (excluding foster children) other than the family 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.

**Money Follows the Person (MFP)** - The MFP Demonstration Program is an initiative to assist states in their efforts to reduce their reliance on institutional health care ( e.g. nursing homes), while developing community-based long term care opportunities. Funding was awarded to 29 states in the District of Columbia to enable low-income persons with disabilities and the elderly to successfully transition out of health care institutions and into their communities by receiving the needed health-care and social services. The program was enacted by the Deficit Reduction Act of 2005 with more than \$1.4 billion appropriated to HHS for competitive awarding to state Medicaid programs. The MFP funding, as appropriated by Congress, does not fund housing. Hence the partnership with HUD is a critical part of the MFP Demonstration Program's success.

**Monthly Adjusted Income** - One-twelfth of the annual income after allowances or adjusted income.

**Monthly Income** - One-twelfth of Annual Income.

**Multifamily Tenant Characteristics System (MTCS)** - HUD's tenant database for PIH programs.

**National** - A person who owes permanent allegiance to the United States.

**Net Family Assets** - Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition. In cases where a trust fund has been established and the trust is not revokable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as asset so long as the fund continues to be held in trust.

**Non-citizen** - A person who is neither a citizen nor a national of the United States.

**Non-Elderly** - Household member who is the head, spouse or sole member and 61 years of age or younger.

**Non-Elderly Disabled Family**- A family does not meet the definition of an elderly family whose head, spouse, or sole member is a person with disabilities.

**Non-Elderly Disabled household**- Non-elderly is where the household member who is head, spouse or sole member is 61 years of age or younger and meet the definition of disable household as defined at 24 CFR Part 5.403; a family whose head, spouse, or sole member is a person with disabilities. May include two or more persons with disabilities living with one or more live-in aides. Does not include those household where only the disabled member is a minor child.

**Nursing Homes and/or other Institutions**- The definition includes intermediate care facilities and specialized institutions that care for the mentally retarded, developmentally disabled, or mentally ill but excludes board and care facilities ( e.g., adult homes, adult day care, adult congregate living). Full definitions can be found under Chapter 2 of Handbook 4600.1 REV-1: Section 232 Mortgage Insurance for Residential Care Facilities.

**Overcrowded** - Two or more families living together in one dwelling unit or a family living in a dwelling unit in which more than two persons must share a sleeping area as defined by HUD HQS standards.

**Owner** - Any person or entity having legal right to lease or sublease Decent, Safe, and Sanitary Housing.

**Participant (Participant Family)** - A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP Contract executed by the HA for the family (first day of initial lease term.)

**Payment Standard** - In the voucher program, an amount used by the HA to calculate the Housing assistance payment for a family. Each payment standard amount is based on the FMR. The HA adopts a payment standard for each bedroom size HA's jurisdiction. The payment standard for a family is the maximum monthly subsidy payment.

**Perpetrator**- A person who commits an act of domestic violence, dating violence, or stalking against a victim.

**Person with disabilities**- As defined under 24 CFR 5.403.

**PHA** - Public Housing Agency that administer's HUD's public housing and Section 8 tenant-based programs and some Section 8 project-based programs.

**Portability** - Renting a dwelling unit with Section 8 tenant based assistance outside the jurisdiction of the initial HA.

**Preference** - LHA will select families for participation in the Housing Choice Voucher program in accordance with the select preferences. All applicants who qualify for a preference will be offered a voucher or unit , if project-based, before any family that does not qualify for a preference.

**Premises** - The building or complex in which the dwelling unit is located, including common areas and grounds.

**Program Integrity** - Addresses all areas dealing with fraud in public housing. Violation of rules determining eligibility can be programmatic or criminal.

**Public Assistance** - 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.

**Reasonable Rent** - A rent to an owner that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner for a comparable assisted or unassisted unit in the same building or premises.

**Receiving PHA** - An HA administering a Section 8 Housing Voucher Program that accepts a Housing Voucher holder from another HA.

**Re-certification** - Sometimes called re-examination. The process of securing documentation to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim /re-certifications. Annual re-certifications are completed at the minimum in accordance to the participant's anniversary date.

**Remaining Member of Tenant Family** - person left in assisted housing who may or may not qualify for assistance on own circumstances (i.e., widow age 47, not disable or disabled).

**Repayment Agreement** - Instrument used with an applicant or participant in the collection of monies paid to an individual or family who has indebtedness to LHA.

**Security Deposit** - A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of lease.

**Section 8 Project-Based Programs** - The rental assistance programs administered by either owners or agents and, in some instances, public housing agencies.

**Section 8 Tenant-Based Programs** - The rental assistance programs administered by public housing agencies in which tenants receive certificates or vouchers.

**Service Person** - A person in the active military or naval service (including the active reserve) of the United States.

**Shared Housing** - A housing unit occupied by two or more families consisting of common space for shared use by the occupants of the units and separate private space for each assisted family.  
**Individual Lease Shared Housing** - The type of shared housing in which the HA enters into a separate housing contract for each assisted family residing in a shared housing unit.

**Single Person** - A person who lives alone or intends to live alone, and who does not qualify as an elderly or displaced person, a person with disabilities, or (for continued occupancy) as the remaining member of a family.

**Social Security Number (SSN)** - The number assigned to a person by the Social Security Administration of the Department of Health and Human Services which identifies the record of the person's earnings that are reported to the Administration.

**Special Admission** - Admission of an applicant that is not on the HA waiting list, or without considering the applicant's waiting list position.

**Spouse** - Husband or wife of the Head of Household.

**Stalking**-means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or safety of others; or
- (2) Suffer substantial emotional distress.

**Subsidy Standards** - Standards established by the HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sites and compositions.

**Suspension** - Stopping the clock on the term of a family's voucher, for such period as determined appropriate by the HA. For example, when a participant has filed a discrimination claim against a landlord under the protected class ordinance or when the HA is unable to inspect an available unit prior to the expiration of a voucher.

**Targeted Housing Voucher** - Circumstances in which HUD provides Voucher funding specifically for applicant families living in certain types of projects.

**Tenant** - The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant Identifiers** - The tenant's name, social security number and date of birth.

**Tenant Rent** - The amount payable monthly by the Family as rent to the owner.

**Tenant History** - LHA will provide by telephone upon request of a prospective landlord, the names, addresses, and phone numbers of a maximum of three previous landlords in the most recent three year period.

**Terminally Ill** - A person is considered terminally ill if the individual has a medical prognosis of life expectancy of 3 years or less.

**TIV** - Tenant income verification.

**Total Tenant Payment (TTP)** - Tenant Rent, plus the HA's estimate of the cost to the tenant of reasonable quantities of utilities, determined in accordance with the HA's schedule of allowances for such utilities, where such utilities are purchased by the tenant and not included in the Tenant Rent. Total Tenant Payment does not include charges for excess utility consumption and other miscellaneous charges. The Total Tenant Payment shall be calculated at the percentage allowed by federal law. (Does not apply to the Section 8 Voucher program.)

**Transitional Housing** - A special program designed to issue vouchers to homeless families residing in Lancaster County shelters or temporary assisted housing programs.

**Unauthorized Guest** - A visitor of a participant family who stays overnight one or more nights per week on a repetitive basis. Unauthorized guests constitute lease and program violations subject to termination of family participation in Section 8 Voucher rental assistance.

**Unreported Income** - The difference between the amount of income a tenant reports and the amount of income a tenant is required to report (minus some exclusions).

**Utility Allowance** - An amount determined by the LHA as an allowance for the cost of utilities. Utilities include water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewer services. Telephone and TV cable are not included as a utility. This allowance is used when a family is responsible for the cost of some or all of the utilities. Included also is an amount for range and refrigerator if these must be provided by the tenant.

**VASH-** Veterans Affairs Supportive Housing

**Verification** - The confirmation of information with employers or financial institutions disclosed to LHA.

**Very Low-Income Family** - A lower income family whose annual gross income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Victim-** Is a person who is the victim of domestic violence, dating violence, or stalking under The Violence Against Women Act and who has timely and completely completed their Certification of Domestic Violence, Dating Violence, Sexual Assault and Stalking format as requested by LHA.

**Violent Criminal Activity** - Any criminal activity in which an offender or perpetrator threatens to use force upon a victim. The activity has, as one of its elements, the use, attempted use, or threatened use of physical force or intimidation by the exhibition of such force, and is substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. This includes both crimes in which the violent act is the objective, such as assault or rape, as well as crimes in which violence is the means to an end.