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CHAPTER 1 – OVERVIEW OF THE PROGRAM AND PLAN

A. Statement of Policies

The Housing Choice Voucher (HCV) Program, formerly known as Section 8, was enacted as part of the Housing and Community Development Act of 1974 (the “Act”), which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, are described in and implemented throughout this Administrative Plan. The Housing Choice Voucher Program is federally funded and administered for the city of Seattle by the Housing Authority of the city of Seattle (“Seattle Housing”).

Seattle Housing’s jurisdiction is the city of Seattle.

HCV Administration and Relationships

The administration of the HCV program involves participation of different parties, that is, The Department of Housing and Urban Development (HUD), Seattle Housing, the landlord/owner and HCV participant, as illustrated below.
B. Seattle Housing Authority Mission, Values, and Guiding Principles

**Mission**
Our mission is to enhance the Seattle community by creating and sustaining decent, safe, and affordable living environments that foster stability and increase self-sufficiency for people with low incomes.

**Values**
As stewards of the public trust, we pursue our mission and responsibilities in a spirit of service, teamwork and respect. We embrace the values of excellence, collaboration, innovation and appreciation.

**Guiding Principles**
The following Guiding Principles for Seattle Housing were established by the Seattle Housing Authority Board of Commissioners in April, 2001:
1. Expand the availability of housing for low-income people;
2. Embrace the principles of excellent customer service in the administration of Seattle Housing programs;
3. Ensure the long-term viability of Seattle Housing’s housing stock;
4. Maximize efficiency in delivering maintenance and management services;
5. Implement strategies that will reduce dependency on federal funding;
6. Be positioned to respond effectively and responsibly to change;
7. Contribute to building strong neighborhoods in Seattle;
8. Assist Seattle Housing families in achieving their personal goals;
9. Build, support and respect an excellent Seattle Housing work force; and
10. Exercise fiscal soundness in the pursuit of Seattle Housing programs and activities.

C. Moving to New Ways/Move to Work Plan [24 CFR 982.54]
In 1999, Seattle Housing executed a Move to Work (MTW) Contract with HUD providing it with broad authority to implement changes to the Housing Choice Voucher Program that would have the effect of increasing housing choice for families, increasing family self-sufficiency, and decreasing administrative cost of the program. In 2008, Seattle Housing executed an Amended and Restated Moving to Work Agreement, which is renewed annually.

Seattle Housing has used its Move to Work authority to consider and implement a variety of alternatives to HUD-required program features. A table summarizing Seattle Housing’s Move to Work Housing Choice Voucher Program activities compared to HUD program regulations is provided on the SHA website.

Seattle Housing is responsible for complying with all HUD regulations pertaining to the Housing Choice Voucher Program unless authority to establish alternative policies and procedures is conferred by the Seattle Housing Move to Work Agreement and the annual Seattle Housing Move to Work Plan. This Administrative Plan is a supporting document to the Seattle Housing Annual Move to Work Plan, and is available for public review as required by 24 CFR Part 903.

D. Administrative Fee Reserve [24 CFR 982.54(d) (21)]
Expenditures from the Administrative Reserve (Operating Reserve) for non-Move to Work vouchers, for housing purposes other than the costs of implementing the HCV Program, shall not exceed $100,000 per occurrence nor more than 50 percent of the reserve balance, for each fiscal year without the prior approval of the Seattle Housing Board of Commissioners or its Executive Director.
Seattle Housing’s HCV Administrative Reserve is intended to fund program administrative expenses in excess of fees earned during the current fiscal year. Other uses may be approved subject to limitations established by HUD regulations. The Administrative Reserve is separate from Seattle Housing’s HCV Project Reserve which can be used to fund HAP payments in excess of subsidies received in the current fiscal year, or for other purposes allowed under Seattle Housing’s MTW agreement with HUD.

E. Fair Housing Policy [24 CFR 982.54(d) (6)]

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

Seattle Housing shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Housing Choice Voucher Program on the basis of race, color, sex, gender identity, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, or sexual orientation.

To further its commitment to full compliance with applicable civil rights laws, Seattle Housing will provide information on federal, state, and local regulations and ordinances to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. The information will include the names of government offices which take complaints and perform investigations, including HUD’s Office of Civil Rights and the City of Seattle’s Office for Civil Rights. Such information will be made available during the family briefing session, and all applicable Fair Housing information and discrimination complaint forms will be made a part of the voucher holder’s briefing packet and available upon request at Seattle Housing offices.

All HCV staff will receive training about the importance of affirmatively furthering Fair Housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout Seattle Housing offices, including in the lobby and interview rooms, and the equal opportunity logo will be used on all outreach materials.

Whenever possible, HCV staff will attend local Fair Housing update training sponsored by HUD and other local organizations to keep current with new developments.

From time to time pilot projects and initiatives will be tested that benefit certain individuals or families. This mostly enhances SHA’s understanding of the impact of housing to the long term stability of participants and overall improvement to their standard of living. Within the boundaries of the projects or initiatives, fair housing will be upheld. Potential initiatives may address the concentration of low-income population in racially/ethnically-concentrated areas of poverty (R/ECAPs) by promoting mobility to higher opportunity areas. To address specific problems or inequities, SHA may lawfully establish programs that provide targeted benefits to a particular group or class of people that are not provided to others. SHA supports all individuals and families exercising housing choice and accessing opportunity (mobility) areas, as well as all protected classes under local and national fair housing mandates.

Accessibility to Persons with Disabilities

Seattle Housing Authority’s offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the Washington State Relay Service (TTY).

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected
to discrimination because Seattle Housing’s facilities are inaccessible to or unusable by persons with disabilities.

F. Owner Outreach [24 CFR 982.54(d) (5)]

Seattle Housing encourages owners of decent, safe and sanitary housing units to lease to Housing Choice Voucher families. To this end, Seattle Housing may:

1. Create and distribute informational materials about the Housing Choice Voucher Program specifically for potential landlords;
2. Establish a landlord advisory group including both for-profit and non-profit housing providers, that will advise Seattle Housing on matters of concern to landlords in the operation of Seattle Housing’s Housing Choice Voucher Program;
3. Distribute an owner’s newsletter including updates on program guidelines and opportunities for landlords to benefit from the Housing Choice Voucher Program;
4. Provide training in crime prevention, landlord-tenant law, Fair Housing, and other property management issues of interest to owners of assisted properties;
5. Make presentations at local associations of for-profit and non-profit owners describing the benefits of participating in the Housing Choice Voucher Program;
6. Conduct surveys of owners to determine their satisfaction and priorities for improvements in the operation of the Housing Choice Voucher Program;
7. Establish policies which encourage Housing Choice Voucher Program participants to act responsibly in their relationship with their landlords;
8. Establish policies which reward “high performing” landlords for consistently responsible participation in the Housing Choice Voucher Program and high quality service to assisted tenants; and
9. Review all proposed new policies or modifications of current policies and procedures for their potential impact on participating owners.
10. Provide incentives, to encourage participation of landlords/owners.

Seattle Housing encourages housing providers to list vacant units on the SHA website (https://www.seattlehousing.org/list-your-rental-with-sha) or other affordable housing websites. Seattle Housing will make efforts to use new technology, social media, and other evolving platforms to reach more housing providers.

Policy Regarding Encouraging Owners of Units outside Areas of Poverty or Minority Concentration

Seattle Housing encourages program participation by owners of units located outside areas of poverty or minority concentration. Seattle Housing periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted.

Voucher holders are informed of a broad range of areas where they may lease units inside Seattle Housing’s jurisdiction through a neighborhood guide published by Seattle Housing.

G. Reasonable Accommodations Policy [24 CFR 100.202]

Seattle Housing’s policies and practices are designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the Housing Choice Voucher Program.
It is applicable to all situations described in this Administrative Plan, including when a family initiates contact with Seattle Housing, when Seattle Housing initiates contact with a family, and when Seattle Housing schedules or reschedules appointments of any kind.

**Definition of Disability [24 CFR 5.403]**

A person with a disability is defined as an individual who permanently or temporarily:

1. Has a disability as defined in Section 223 of the Social Security Act;
2. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or
3. Is determined to have a physical, mental, or emotional impairment and, as defined by the Americans with Disabilities Act (ADA):
   a) A physical or mental impairment that substantially limits one or more major life activities; or
   b) A history or record of such impairment; or
   c) Is perceived by others as having such impairment.

Note: This is not the same as the HUD definition used for purposes of determining allowances.

**Rehabilitated Drug Users and Alcoholics**

Rehabilitated former drug users and alcoholics are covered under this policy.

However, a current drug user is not covered. In accordance with 24 CFR Part 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

However, individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

**Medical Marijuana Use**

Any applicant being considered for admission who, at the time, is using any “controlled substance,” including marijuana, will not be admitted to the Program. The participation of any Seattle Housing Voucher holder who uses any “controlled substance,” including marijuana, on or off Seattle Housing premises, may be terminated from the Program. Participants who use marijuana* in compliance with the state Medical Marijuana Act will, as an accommodation of their disability, not be terminated from the Program, provided that they submit a request for a reasonable accommodation which is approved by the Seattle Housing ADA-504 Committee in accordance with Seattle Housing’s HCV Administrative Plan.

**Policy on Live-In Aides (24 CFR 5.403)**

A Live-in Aide is an individual who provides essential care to a voucher household member who cannot care for themselves. To qualify as a Live-in-Aide, the live-in aide must provide assistance to the household member a minimum of 120 hours per week. A Live-in-Aide may not be a family member unless the household member is disabled and a family member’s care is essential to accommodate the disability.

If the proposed live-in aide is a family member, the Housing Authority shall determine the likelihood that the requested individual would reside in the household if he or she were not providing care. In addition, a Live-in-Aide must: reside with the household for the purpose of providing care to the voucher holder; provide documentation from a health care professional that he or she is qualified to provide the support needed; maintain the voucher holder’s address as their primary residence; and have no record of criminal activity that would cause the denial of an application if the live-in aide applied for housing assistance on his or her own behalf.

* The U.S. Department of Housing and Urban Development (HUD) defines medical marijuana as marijuana which, when prescribed by a physician to treat a serious illness such as AIDS, cancer, or glaucoma, is legal under State law.
Additionally, the following requirements apply to Live-In Aides (Notice PIH 2009-22)

1. Seattle Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Seattle Housing’s subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person has been approved by Seattle Housing.
2. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides.
3. Seattle Housing may not approve a live-in aide if that person does not keep the subsidized unit as their primary residence.

A live-in aide is treated differently than family members, in that:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
2. Live-in aides are not subject to Non-Citizen Rule requirements; and
3. Live-in aides may not be considered a remaining member of the household should the voucher holder leave the HCV program for any reason.

Seattle Housing may approve an additional bedroom for a live-in aide if needed as an accommodation to make the program accessible to and available to a voucher holder with a disability. Approval of an additional bedroom for a live-in aide for reasonable accommodation will be in accordance with the reasonable accommodations section in Chapter 1 of this Administrative Plan.

Seattle Housing may refuse to approve a person as a live-in aide or may withdraw such approval if:

1. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
2. The person participates in drug-related criminal activity or violent criminal activity, or is a sex offender currently subject to a life time registration requirement; or
3. The person currently owes rent or other amounts to Seattle Housing or to another public housing authority in connection with Housing Choice Voucher Program or the Low Income Public Housing Program.

At the discretion of Seattle Housing, approval may be given if the person pays off the amount owed or enters into a repayment agreement with the creditor housing authority. Seattle Housing reserves the right to deny assistance at any time in the future if the live-in aide does not comply with the terms of the repayment agreement.

Seattle Housing shall conduct a criminal background check for proposed live-in aides, and shall withhold approval if the review of criminal history discloses a record of activity that would cause denial of an application if the live-in aide applied for housing assistance on his or her own behalf.

**Different Treatment Only on Request**
A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before Seattle Housing will treat a person differently than anyone else. The option to request an accommodation will be made known by including notices on Seattle Housing application guides, handbooks, forms and letters and on notices posted throughout Seattle Housing offices.

**Identifying and Responding to Requests for Accommodation**
Requests for accommodation may first be expressed as complaints. When presented with a complaint that a particular HCV feature or process is inaccessible to a person with a disability, Seattle Housing staff will ask the person complaining if he or she wishes to request an accommodation.
Seattle Housing staff presented with a verbal request for an accommodation may either grant the request outright, if it is customary or relatively simple to do so (i.e., re-issue a letter in large type, or conduct a one-on-one application workshop at Seattle Housing), or shall invite the person requesting the accommodation to put the request in writing for further consideration and formal response. Staff shall provide assistance with the written request if asked to do so.

**Certification of the Presence of a Disability**
An individual who requests an accommodation must certify in writing that he or she is a person with a disability according to the definition of disability cited above.

The written request must contain the writer’s own certification of the presence of a disability meeting the definition described above, and a description of the requested accommodation, along with any acceptable alternatives the writer may be able to identify in advance.

Written requests for an accommodation based on the presence of a disability shall be given to the Seattle Housing staff person working with the client requesting the accommodation. Most requests require the completion of Seattle Housing-approved forms, which are used to verify information provided in the request.

Seattle Housing staff will provide these forms at the time of the client’s request for an accommodation. The staff person will forward the request to his or her manager, who will review and respond to the request.

**Verification of Disability**
Seattle Housing will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

After the individual requesting an accommodation certifies that he or she is a person with a disability meeting the definition above, Seattle Housing will require that a professional third party competent to make the assessment provide written verification of the following:

1. The presence of a disability which meets the definition above; and
2. The assertion that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

**Role of Advocates**
Reasonable accommodation will be made for a person with a disability who requires an advocate to participate in any HCV procedure, including application workshops, issuance interviews, briefings or orientations, or other meetings. A designee will be allowed to provide some information on behalf of the applicant or participant with a disability, but only with the permission of the person with the disability.

**Undue Financial or Administrative Burden**
If Seattle Housing finds that the requested accommodation creates an undue administrative or financial burden, Seattle Housing will deny the request and/or present an alternate accommodation that will still meet the need of the person.

1. An undue administrative burden is one that requires a fundamental alteration of the essential functions of Seattle Housing (e.g., waiving a family obligation).
2. A requested accommodation that creates an undue financial burden is one that, when considering the available resources of the agency as a whole, would pose severe financial hardship on Seattle Housing.
Responding to a Request for Accommodation
Seattle Housing staff shall not deny a request for accommodation until the Seattle Housing General Counsel has reviewed the request and made the decision to deny it.

Seattle Housing will provide a written decision to the person requesting the accommodation within 30 days of receipt of the individual’s written request for the accommodation. The written response shall include information on how to appeal the denial.

Appeal of Denial for an Accommodation
If a person is denied the accommodation and/or feels that the alternate suggestions are inadequate, he or she may request an informal hearing to review Seattle Housing’s decision by sending a written request to the attention of the Seattle Housing General Counsel within 30 calendar days of the date of Seattle Housing’s written response to his or her original request.

Responsibility
Under the general supervision of the General Counsel, Director of Housing Choice Voucher (HCV) Program, Director of Housing Operations and Deputy Executive Director. The HCV Administrator and Managers are responsible for implementing policies and procedures.

Procedure
Seattle Housing will provide a reasonable accommodation, upon request, to prevent an otherwise qualified individual with a disability from being excluded from participation in or denied the benefit under any Seattle Housing program.

Copies of all requests for accommodation shall be kept in the applicant/participant file; any health-related information will be redacted; an original copy of the all requests for accommodation along with any supporting documentation will be safeguarded. All ADA requests shall be approved or denied by the Housing Choice Voucher Administrator.

Requests that are denied shall be referred to the SHA ADA-504 Committee, which shall make the final decision on all accommodation requests. This procedure is applicable throughout the application process and throughout program participation, including requests made after termination proceedings have been initiated and before an informal hearing (Requests made during a hearing are covered by the Complaints and Appeals section of this Plan).

Information is given during program orientation and during interviews, with applicants and participants, regarding their right to reasonable accommodation.

1. The interviewer shall assess the accommodation that the applicant/participant requested in a written letter to Seattle Housing.
2. If the head of household indicates the need for a reasonable accommodation, the interviewer shall verify his or her need by having the applicant sign and authorize the release of information on the “Verification of Disability and Need” 967PL form. The interviewer shall submit the form to the appropriate health care professional (s) for completion.
3. When the application is completed, and the professional verification of need for accommodation is received, the interviewer shall determine and note in the applicant’s file whether there are any special needs and forward the file to their Manager. If additional information is needed the Manager will specify what is needed.
4. Once the information is received and the nature of the accommodation is determined, Seattle Housing will either provide the accommodation or forward the file the Housing Choice Voucher Program Administrator.
5. The Housing Choice Voucher Program Administrator will review the request, approve the request or identify, with the applicant/participant, alternative accommodations that would enable the client to receive benefits and services of the program.
5. In the event the request is not approved, the Housing Choice Voucher Program Administrator shall forward the request together with appropriate correspondence and documentation to the General Counsel and ADA/504 Committee for its consideration. The ADA/504 Committee will follow its procedures for reasonable accommodation requests.

6. The General Counsel/ADA Committee will respond in writing the results or progress of the initial request.


**Requirement to Release Information**

Applicants and participants, including all adults in their households, are required to sign a Release of Information form. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD and Seattle Housing will release family information.

As specified on the Release, HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to federal agencies for employment suitability purposes and to housing authorities for the purpose of determining housing assistance.

Seattle Housing is also required to protect the income information it obtains in accordance with any applicable state privacy law. HUD and Seattle Housing employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form.

Private owners may not request or receive information authorized by this form.

**Protection of Applicant and Participant Personal Information**

Seattle Housing’s policy is to protect the privacy of applicants and participants. Except when responding to requests from HUD, law enforcement agencies, or governmental investigating agencies, health or building departments or responding to subpoenas and court orders, Seattle Housing staff will not disclose whether or not an individual is an applicant or a participant, or reveal any information about a family without their consent.

Seattle Housing staff shall consider the sensitivity of personal information at all times when communicating with applicants, participants, or their representatives (advocates, translators, or family members). Every effort shall be made to conduct conversations about applicants’ and participants’ personal information in such a way that third-parties are unlikely to overhear them.

**Seattle Housing Not a Business Associate under HIPAA**

The Seattle Housing HCV Program shall not share personal information protected by the Health Information Portability and Accountability Act (HIPAA) with any other party, and therefore is not a Business Associate under the Act.

Seattle Housing shall not provide verification of medical deductions to other housing authorities as part of the information provided for voucher holders porting out. Seattle Housing will not share health-related information with owners or managers of project-based buildings. All health-related information provided by any applicant or participant will be safeguarded and will not be shared with any third party except as required by law enforcement and other regulatory authorities.
All requests for information that are not specifically released to a third-party by the individual to whom it relates will be forwarded to the Seattle Housing Legal Department for action.

Responding to Requests for Status Updates
Seattle Housing staff will take reasonable precautions to safeguard the personal information of applicants and participants, without creating barriers that make it more difficult for applicants and participants to communicate with HCV.

Individuals who visit Seattle Housing in person on their own behalf will be presumed to be who they say they are if they can provide personal identification.

Personal identification will be required of any walk-in visitor who is requesting information relevant to any HCV application or participating household to confirm they are a legitimate concerned party. Individuals must be able to show positive identification of who they are representing themselves to be (participant, landlord, or service provider with release of information on record) before Seattle Housing staff will acknowledge status of any program participation or share any information (verbally, electronically, or in written documentation).

Acceptable forms of personal identification include the following:
1. State driver’s license;
2. State-issued picture identification;
3. Photo identification bank card with signature on back; and
4. Other photo identification of official entity such as a school or business.

Individuals who call Seattle Housing to request status updates will be presumed to be who they say they are if they can provide an address, birth date, and/or Social Security Number that matches the information in Seattle Housing’s records.

Translators and Advocates
HCV staff may assume that translators and advocates, including adult family members, who accompany applicants and participants in person, have the applicants’ or participants’ permission to witness confidential conversations and documents.

HCV staff may assume that translators and advocates who telephone on behalf of an applicant or participant and represent that the applicant or participant is there with them at the time of the telephone call, have the applicants’ or participants’ permission to conduct the conversation.

Staff shall exercise caution in conducting such conversations on the telephone, and may request additional personal identifiers from the caller to verify that he or she is in fact present in the room with the applicant or participant, or refrain from disclosing highly sensitive information (e.g., denial based on a criminal record, or response to a request for an accommodation based on the presence of a disability), offering instead to send a letter with the requested information to the applicant or participant directly.

HCV staff shall not discuss personal information about an applicant or participant with an advocate or family member when the applicant or participant is not present, without a written, signed and dated request by the applicant or participant giving Seattle Housing permission to do so. The written request shall identify the specific persons or agency with whom the personal information may be discussed.

HCV staff shall exercise caution in conducting personal conversations on the telephone with advocates, and may take such steps as are reasonably necessary to confirm the identity of the advocate.
Domestic Violence
SHA is concerned about the safety of its applicants and participants, and such concern extends to individuals and families who are victims of domestic violence, dating violence, sexual assault, or stalking. Moreover, the Violence Against Women Act of 2013 (VAWA) provides certain protections for victims of domestic violence, dating violence, and stalking who are applying for or are receiving assistance under the HCV program. The protections are available regardless of sex, gender identity, or sexual orientation.

HCV will explore multiple avenues and options to adhere to HUD VAWA requirements in order to fulfill its obligations to applicants and participants who are victims of domestic violence, to include case by case reviews with the Director or a designee which may, in some instances, warrant certain exceptions to regular program policy and procedures.

SHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency voucher issuance or Project Based Voucher transfer from the participant’s current unit to another unit.

The ability to request a move is However, the ability of the HCV Program to honor such a request for participants who are currently receiving assistance, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and on whether SHA has subsidy available to provide safe, temporary or more permanent housing.

A. Protections for Victims of Domestic Violence
SHA provides the following protections for victims of domestic violence who are HCV applicants or participants.
- SHA may not deny admission to the HCV program if a victim of domestic violence, dating violence, sexual assault or stalking can show that the reason for the denial is connected to domestic violence, dating violence, sexual assault or stalking.
- SHA may not terminate a participant because he/she is a victim or threatened victim of domestic violence, dating violence, sexual assault or stalking.
- If a domestic violence victim leaves the unit because of domestic violence, dating violence, sexual assault or stalking, SHA will not consider him or her in violation of the lease or HCV program requirements.
- SHA may ‘separate’ the family by terminating the abuser from the HCV program while protecting the victim and other household members. The abuser will NOT be issued a separate voucher.
- SHA may provide an emergency termination of the HAP contract and issue the participant a new voucher to move with continued assistance.
- For Project Based Voucher (PBV) participants, SHA will work with its PBV partners to secure a safer unit for a participant experiencing domestic violence who requests for an emergency unit transfer.

Limitations of VAWA Protections
- SHA has the authority to terminate any participant, including the victim, if it can demonstrate a threat to other tenants or to staff.
- SHA can terminate a participant for any violation of the program or the lease that was not based on domestic violence, dating violence, sexual assault or stalking.
- PBV participants who seek to transfer will not be issued a tenant based voucher.

SHA will make available a description of specific protections afforded to victims of domestic violence, dating violence, and stalking for the benefit of applicants, residents, and to others upon request, and
as part of the lease. The information will include:

- The definitions of domestic violence, dating violence, and stalking provided by VAWA, included in Appendix 2: HCV VAWA Definitions.
- A summary of the rights and protections provided by VAWA to HCV applicants and participants who are or have been victims of domestic violence, dating violence, or stalking [Notice of Occupancy Rights under the Violence Against Woman Act (2016)];
- An explanation of the documentation that SHA may require from an individual who claims the protections provided by VAWA [SHA-50 B9];
- Form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking;
- A statement of SHA’s obligation to keep confidential any information that it receives from a victim [SHA-50 B9];
- The National Sexual Assault Hotline: 1-800-656-HOPE (4673); and
- Contact information for local victim advocacy groups, resources and service providers.

B. Notification to Applicants and Residents [24 CFR 5.2005(a)]
SHA will provide applicants with the information listed above at the time they are denied housing assistance. Applicants cannot be denied assistance on the basis that they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

SHA will provide participants with the information listed above when they are admitted, and in all notices of termination of assistance. Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim of that domestic violence, dating violence, sexual assault or stalking.

SHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence. There is no limitation on the ability of SHA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

SHA may honor court orders regarding the rights of access or control of the property, including EPO’s, DVO’s, and other orders issued to protect the victim and disused to address the distribution or possession or property among household members where the family “breaks up.”

An applicant or participant may request that no information be provided to a current or former spouse or partner, because of domestic violence or harassment related to a domestic conflict (e.g., child custody dispute). In such cases, staff shall note this in the file and computer records, and make every effort not to disclose information about the applicant or participant to any third-party, regardless of the relationship claimed. Staff shall inform applicants and participants who make such a request that it will not apply to requests from HUD or law enforcement, or other governmental agencies authorized by Seattle Housing’s General Counsel to secure confidential information about them.

For current participants who are looking to move with continued assistance (MWCA), refer to the VAWA Appendix - Emergency Voucher Issuance/Transfers.
Retention of Information Relating to a Disability

Any and all information which would lead one to determine the nature and/or severity of a person’s disability must be kept in a separate folder and marked “confidential” or returned to the family member after its use. The personal information in this folder must not be released except on an “as-needed” basis in cases where an accommodation is under consideration.

Retention of Criminal Background Checks

The results of criminal background checks shall be maintained in application files until a family leases a unit or the application file is closed due to a failure to lease a unit at which point the criminal background check is destroyed. For Project based files the criminal background check is destroyed after a determination of eligibility is made.

The personal information in this file must not be released to anyone, other than the person to whom the check applies, except on an “as-needed” basis, to defend against an appeal of an HCV determination, to deny admission to the program, or terminate assistance under the policies outlined in this Plan.

Forwarding Addresses; Information Necessary to Collect Delinquent Accounts

Unless a privacy request is made by the voucher holder, HCV will provide information on forwarding addresses for current and former participants to police or other governmental authorities, previous landlords, and other public housing authorities, upon request by those parties.

Regardless of any privacy request on record, information regarding delinquent residents/participants may be exchanged when it is deemed in the interest of Seattle Housing and its collection effort.

Requests by Governmental Agencies and Attorneys to View, Copy, or Remove Documents

Requests by law enforcement agencies to view, copy or remove documents shall be made to the Seattle Housing General Counsel.

Public Disclosure Law

All requests for personally identifiable information about applicants and participants under the Freedom of Information Act or any other public disclosure law shall be referred to the Seattle Housing General Counsel.

Use of Personal Identifiers (Social Security Numbers)

Seattle Housing is required to collect proof of Social Security Number from all applicants and participants who have been assigned a Social Security Number. Seattle Housing uses Social Security Numbers as the primary, unique identifier of applicants and participant records. However, Seattle Housing shall take every reasonable precaution to prevent disclosure of applicant or participant Social Security Numbers to unauthorized third-parties.

Seattle Housing will not include Social Security Numbers on correspondence mailed to the applicant’s or participant’s address.

Seattle Housing will shred all documents containing personal identifiers, including Social Security Numbers, before disposing of them.

Including Social Security Numbers on Requests for Verification

Seattle Housing shall include Social Security Numbers on requests for verification of income or other household information submitted to governmental agencies and employers, on criminal background checks or credit checks, and on requests for verification of a disability submitted to medical
professionals or other professionals authorized by the applicant or participant.

I. Interpretation and Translation Policy for Persons with Limited English Proficiency

In compliance with Executive Order 13166†, Seattle Housing provides meaningful access to our programs by minimizing language barriers faced by persons who have limited English proficiency. This policy applies to applicants seeking housing assistance from Seattle Housing Authority and participants in a Seattle Housing Authority program.

Definitions

- **Limited English Proficiency (LEP):** Persons for whom English is not their primary or native language and who have limited ability to read, write, speak and/or understand English.

- **Translation:** Written text in one language that is replaced by written text in another language.

- **Interpretation:** Words spoken in one language that are simultaneously converted into words in another language or, written text in one language that is read to a Participant in his or her chosen language.

- **Interpreter:** The person who provides interpretation and/or translation.

- **LEP Committee:** A committee comprised of representatives appointed by the director from each of the following departments: Housing Operations, Finance and Administration, Communications, Legal, and Housing Choice Voucher. The committee shall meet annually to review and assess the operation of this policy and the list of Vital Documents.

- **Vital Documents:** Those documents designated by the LEP Committee as particularly important to the receipt of housing assistance.

- **Official Seattle Housing Authority Documents:** These are documents and correspondence originated by Seattle Housing that contains information related to obtaining housing and/or receiving housing assistance.

- **Warning of Consequences:** An attachment to a Vital Document that explains, in several languages, the importance of the Vital Document, the consequences of not responding to the document, and stating that an Interpreter will be provided, if requested, to interpret the document.

Interpretation and Translation Policies

1. **Interpretation Services for Official Seattle Housing Authority Documents related to Admissions and/or Receipt of Housing Assistance:**

Upon request, Seattle Housing will provide a professional Interpreter, whether in person or through the Language Line, to interpret a document that pertains to admissions and/or the receipt of housing assistance, except for in cases where a professional interpreter is not available in the chosen language.

† Issued August 11, 2000, entitled “Improving Access to Services for Persons with Limited English Proficiency.” The Order directed each Federal agency to “examine the services it provides and develop and implement a system by which [LEP] persons can meaningfully access those services consistent with, and without unduly burdening, the fundamental mission of the agency.”
During the meeting with the professional Interpreter, the applicant or participant may request staff to be excused for a portion of the time in order to privately review the document.

2. **Interpretation Services for all other Matters:**
   For informal matters not involving official Seattle Housing business, staff may choose to provide Interpretive services from the following options:
   - **Language Line** – This is an on-demand telephonic interpreter service that provides professional interpreter-quality service;
   - **Seattle Housing Authority Employee** – Upon mutual agreement of the applicant or participant and the employee, a Manager may request a bilingual Seattle Housing Authority employee to interpret. The Manager should take into account the applicant or participant’s privacy concerns before requesting staff assistance;
   - **Family Members, Other Residents and Friends** – An applicant or participant may choose to have a family member or friend provide interpretation for informal communications that do not involve official business or translation of an official Seattle Housing document.

3. **Translation of Official Seattle Housing Authority Documents:**
   The Director or designee, at their discretion, may authorize the translation of any official Seattle Housing document(s) when the translation is determined to be beneficial.

   J. **Conflict of Interest Policy**

   All Seattle Housing employees are bound by the conflict of interest policy outlined in the Seattle Housing Authority Employee Handbook and the Seattle Housing Authority Manual of Operations, Section E13.2-1

   K. **Continuous Process Improvement**

   SHA promotes a culture of innovation and continuous improvement of service delivery to assist in attaining the program/department initiatives and goals, agency core strategies, and mission. The HCV department, applying the principles of the Lean system of process improvement may test new procedures before they are fully implemented.

   Lean process improvement efforts are clearly documented, identifying the specific procedure tested, the timeline of the test period and decision of whether to implement the procedure or not.
CHAPTER 2 - ELIGIBILITY FOR ADMISSION

[24 CFR PART 5, SUBPARTS B, D & E; PART 982, SUBPART E]

This Chapter defines both HUD and SHA’s criteria for admission and denial of admission to SHA’s Housing Choice Voucher Program.

SHA’s policy is to apply these criteria objectively and consistently to the evaluation of eligibility for all people who apply to SHA housing programs, and to give all applicants every opportunity to demonstrate their eligibility.

Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by SHA pertaining to their eligibility.

A. Eligibility Factors [24 CFR 982.201(b)]

To be eligible for participation in SHA’s Housing Choice Voucher Program an applicant must:
1. Be a “family,” as defined below, which must have a head of household or spouse who is at least 18 years of age or an emancipated minor;
2. Be within the appropriate income limits as established annually by HUD;
3. Furnish verification of Social Security Numbers for all family members, if they have been assigned a Social Security Number;
4. Be a United States Citizen or Eligible Non-Citizen.
5. Not owe money to SHA or other housing authorities;
6. Complete the application process, and provide truthful and verifiable information about income and personal circumstances; and
7. Cooperate in the verification of application information.
8. Meet SHA’s criminal history standards; and
9. If they have previously been Housing Choice Voucher residents, must meet SHA’s HCV participant history requirements, as well as standards outlined in this chapter.

B. Definitions of “Family” – Family Composition [24 CFR 982.201(c)]

**Family:** The definition of “family” includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- A group of persons residing together, and such group includes, but is not limited to:
  - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - An elderly family;
  - A near-elderly family;
  - A disabled family;
  - A displaced family, and
  - The remaining member of a tenant family.

**Head of Household:** A “head of household” is the adult member of the household who:
- Has the legal capacity to enter into a lease under state and local law;
- Will be issued the Housing Choice Voucher;
Will sign the lease; and
Will be responsible for meeting the family obligations under the lease and Housing Choice Voucher agreement.

**Emancipated Minors:** An emancipated minor may be a head of household.

**Spouse of Head of Household:** “Spouse” means the husband or wife of the head of household. It includes the partner in a common law marriage and same sex partners who reside in the same household. The term "spouse" does not include boyfriends, girlfriends, significant others, or co-heads of households.

**Co-Head of Household:** A “co-head of household” is an individual in the household who signs the lease and voucher agreement and who is equally responsible, with the head of household, for lease and Housing Choice Voucher agreement obligations. A family may have a spouse or a co-head, but not both. A co-head cannot be a dependent.

**Elderly Family:** A family in which the head of household, co-head of household or spouse is age 62 or older.

**Near-Elderly Family:** A family in which the head of household, co-head of household or spouse is between the ages of 50-61.

**Displaced Family:** An individual or family who moves from their home as a direct result of acquisition, demolition or rehabilitation for a federally funded project.

**Disabled Family:** A family in which the head of household, co-head of household or spouse meets the definition of disabled set forth in Chapter 1.

**Live-in Aide:** A person who resides with the family and who meets the requirements for a live-in aide described in Chapter 1.

**Multiple Families in the Same Household:** Two families living together (such as a mother and father, and a married child with his or her spouse and/or children) may be treated as a single family unit.

**Joint Custody of Children:** Children who are subject to a joint custody agreement will be considered to be members of that parent’s household with whom they primarily reside (51 percent of the time).

Families who claim primary custody in a joint custody or temporary guardianship arrangement will be required to certify, and provide supporting documentation to establish, that the child or children reside primarily with the applicant or resident. At a minimum, the child’s school records must show the child’s primary address to be the same as the applicant or resident.

When both parents are individually on the waiting list and both claim the child as a family member, the primary custodial parent, whose address is listed in the school records as the primary address for the child, will be allowed to claim the school-age child as a dependent for the purposes of claiming the dependent deduction and determining subsidy.
C. Income Limits [24 CFR 982.201(b), 982.353]

To be income eligible the applicant must have an “extremely low income,” that is, the applicant’s gross annual income cannot exceed the higher of the Federal poverty level or 30 percent of the area median income established annually by HUD for the Seattle/Bellevue Metropolitan Area and adjusted for family size, at the time the family receives the Housing Choice Voucher. Applicants that have a “very low income,” that is, the applicant’s gross annual income cannot exceed 50 percent of the area median income, will remain on the waiting list and will be contacted after all “extremely low income” households have been contacted.

The following applicants, however, are income eligible if their income exceeds 50 percent of the area median income provided their income is “low,” that is, does not exceed 80 percent of median income established annually by HUD for the Seattle/Everett Metropolitan Area and adjusted for family size:

1. A family that has been continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance;
2. A family that has been physically displaced by rental rehabilitation activity under 24 CFR Part 511;
3. A family residing in a project subject to a home-ownership program under 24 CFR 248.173 that is not participating in the program;
4. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165;
5. A family that qualifies for voucher assistance as a family residing in a project subject to a resident home-ownership program that is not participating in the program; and
6. A family participating in a Housing Choice Voucher Program home-ownership program.
7. A family referred through the Family Unification Program (FUP)
8. A family referred through the Veteran’s Administration Supportive Housing Program.

The following applicants are income eligible if their income exceeds 80 percent of median income established annually by HUD for the Seattle/Everett Metropolitan Area and adjusted for family size:

1. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165; and
2. A family living in a unit which becomes a Project-Based Voucher Program unit under SHA’s project-basing policies described in Chapter 5, provided the family’s income was lower than the target income level for the unit described in the HAP Contract or Agreement to Enter Into a HAP Contract (AHAP) when the family first leased the unit.

Families whose annual income exceeds the applicable income limit will be denied.

Income Limits for Families Exercising Portability
Families who port-in to SHA’s Housing Choice Voucher Program must be within the applicable income limit for SHA’s program if leasing up for the first time. That is, the applicant’s gross annual income cannot exceed 50 percent of the area median income, which is the “very low income” limit.

A. Mandatory Social Security Numbers [24 CFR 5.216, 5.218]

Families are required to provide, prior to admission, verification of Social Security Numbers for all family members who have been assigned a Social Security Number. This requirement also applies to persons joining the family after the family has been admitted to the program, except for the addition of individuals under the age of six who do not have an assigned SSN who must provide verification of a newly assigned SSN within 90 days of being added to the household.
Failure to provide verification of Social Security Numbers is grounds for denial or termination of assistance.

Persons who have not been assigned a Social Security Number must certify that they have never been assigned a Social Security Number and can only be admitted to the program if they do not contend to have eligible immigration status and are part of a “mixed” family. [24 CFR 5.216(a), 5.516, 5.518, 5.520]

Persons who provide Social Security Numbers, but cannot provide verification, can retain their place on our waiting list for a period of 90 days, but cannot be admitted to the program until verification is provided. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN are exempt from disclosure, even if the individual moves to a new assisted unit.

B. Citizenship/Eligible Non-Citizen [24 CFR Part 5, Subpart E]

The status of each member of the family is considered individually for the citizenship/eligible immigration requirement before the family’s status is defined.

Only those family members who are U.S. citizens or eligible immigrants may receive benefits from the Housing Choice Voucher Program.

Eligible immigrants are persons who are in one of the immigrant categories set forth in 42 U.S.C. Section 1436(a):

Restriction on use of assisted housing by non-resident aliens
(a) Conditions for assistance
Notwithstanding any other provision of law, the applicable Secretary may not make financial assistance available for the benefit of any alien unless that alien is a resident of the United States and is—

(1) An alien lawfully admitted for permanent residence as an immigrant as defined by section 1101(a) (15) and (20) of title 8, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

(2) an alien who entered the United States prior to June 30, 1948, or such subsequent date as is enacted by law, has continuously maintained his or her residence in the United States since then, and is not ineligible 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 pursuant to section 1259 of title 8;

(3) An alien who is lawfully present in the United States pursuant to an admission under section 1157 of title 8 [refugee] or pursuant to the granting of asylum (which has not been terminated) under section 1158 of title 8;

(4) An alien who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest pursuant to section 1182(d)(5) of title 8;

(5) An alien who is lawfully present in the United States as a result of the Attorney General’s withholding deportation pursuant to section 1231(b)(3) of title 8;
(6) An alien lawfully admitted for temporary or permanent residence under section 1255a of title 8 [Adjustment of status of certain entrants before January 1, 1982, to that of person admitted for lawful residence. (other conditions apply – see title itself)]; or

(7) an alien who is lawfully resident in the United States and its territories and possessions under section 141 of the Compacts of Free Association between the Government of the United States and the Governments of the Marshall Islands, the Federated States of Micronesia (48 U.S.C. 1901 note) and Palau (48 U.S.C. 1931 note) while the applicable section is in effect: Provided. That, within Guam any such alien shall not be entitled to a preference in receiving assistance under this Act over any United States citizen or national resident therein who is otherwise eligible for such assistance.

Mixed Families
A “mixed family” is a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. A mixed family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Assistance for such families will be pro-rated according to the number of residents who are citizens or have eligible immigration status.

Ineligible Families
“Ineligible families” are those families in which no members are eligible for assistance.

Non-Citizen Students
A “non-citizen student” is any alien who:
1. Has a residence in a foreign country that he or she intends to maintain;
2. Is a bona fide student qualified to pursue a full course of study; and
3. Is admitted to the United States temporarily and solely for purposes of pursuing such course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such alien and approved by the Attorney General as provided in 42 U.S.C. 1436a(c)(2).

Appeals
Applicants who are denied admission because of immigration status under this section are entitled to an informal hearing as provided in Chapter 20 of this Administrative Plan.

Verification of Immigration Status at Admission
SHA will not provide assistance to families prior to the verification of eligibility of the family pursuant to this section. Verification of eligibility based on citizenship status must be provided at admission to the program. [24 CFR 5.512]

C. Criminal History and Other Criteria for Admission

HUD-Mandated Denials
Criminal history
SHA will perform criminal background checks on all applicants to the Housing Choice Voucher program. SHA is required by HUD regulations [24 CRF 982.553(a)] to deny applications that involve:

A. Eviction in last 3 years from federally assisted housing for illegal drug activity: SHA shall deny admission to any SHA housing program to applicants who have been evicted from public or other federally assisted housing due to drug-related activity within the last three (3) years. [24 982.553(a)]
a) Definition of drug-related criminal activity: Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

b) Evidence of rehabilitation or permanent absence of criminal from household: SHA may, however, admit the household if it determines that:
   i. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by SHA; or
   ii. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
   a) Evidence of rehabilitation: SHA’s standards for evidence of rehabilitation under this section may take into consideration documented evidence of rehabilitation for drug-related offenses if the applicant can provide all of the following:
      i. Evidence of completion of a recognized drug treatment program;
      ii. Commitment of appropriate services by a recognized service provider; and
      iii. No re-offense in the two (2) year period preceding the issuance interview.

2. Current use of illegal drugs: SHA shall deny admission to households if it determines that a household member is currently engaged in illegal drug use.

3. Methamphetamine production in federally assisted housing: SHA shall permanently prohibit admission to any applicant if any household member has been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

4. Sex-offenders: SHA shall deny admission to a household if any household member is subject to a lifetime registration requirement under a state sex offender registration program. Because Washington State has no lifetime registration requirement, SHA will deny admission to any sex-offender for the duration of any Washington State sex-offender registration requirement.

5. Pattern of abuse of alcohol: SHA shall deny admission to a household if it has cause to believe 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.
a. A Waiver of this may be granted if the family can demonstrate to the Housing Authority’s satisfaction that the family member is no longer engaging in abuse of alcohol and:
   * Has successfully completed a supervised alcohol rehabilitation program;
   * Has other wise been rehabilitated successfully; or
   * Is participating in a supervised alcohol rehabilitation program.

HUD-Required Denials

Failure to Submit Consent Forms
SHA will not admit a family if any member of the family fails to sign and submit consent forms for obtaining information required by SHA. This denial is required pursuant to 24 CFR 982.552(b).

SHA Policy on Denying Admission Based on Family History [24 CFR 982.552(c)]

Participant History Requirements
In addition to denial of admission for the reasons outlined above, SHA may deny admission to a family if any family member:
1. Has been previously assisted under the program and was terminated for violating any family obligation in the last 5 years;
2. Has been evicted from federally assisted housing for any reason in the last 5 years;
3. Has ever committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or unlawfully manipulated the application process in any way in the last five (5) years;
4. Currently owes rent or other amounts to SHA or any other public housing authority (PHA) that
receives federal housing subsidies;
5. Has not reimbursed any PHA in full for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
6. Breaches an agreement with SHA to pay amounts owed to SHA, or amounts paid to an owner by SHA;
7. Having participated in JobLink or a Family Self-Sufficiency (FSS) program, fails to comply, without good cause, with the program requirements and/or the family's FSS contract of participation;
8. Has ever engaged in or threatened abusive or violent behavior toward SHA or other housing authority personnel, in the last five (5) years, as follows:
   a) “Abusive or violent behavior” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered profane, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial; or
   b) “Threatening” refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.
9. Has persistently failed to fulfill his or her obligations under the Welfare-to-Work voucher program.

**Violence Against Women Act (VAWA)**
No applicant for the HCV program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

**Criminal History Requirements [24 CFR 982.552(e)]**

Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim of that domestic violence, dating violence or stalking.

**Screening for Families Exercising Portability**
SHA shall use the HUD-required denials, SHA participant history requirements, and criminal history requirements described above to screen families seeking to port-in to SHA’s Housing Choice Voucher program.

**Consideration of Circumstances [24 CFR 982.552(c) (2)]**
In determining whether to deny or terminate assistance because of a family member’s action or failure to act, SHA may consider all relevant circumstances such as the seriousness of the act or failure, the extent of participation or culpability of family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

**Notice of Standards to Applicants and Participants**
SHA shall give every applicant and participant a written description of:
1. Family obligations under the program;
2. The grounds on which SHA may deny or terminate assistance because of family action or failure to act; and
3. SHA’s informal review procedures for denial of admission to the program.

D. Restrictions on assistance to students enrolled in an institution of higher education [24 CFR 5.612, 982.552(b) (5)]
Seattle Housing must deny or terminate assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified below. This criterion does not apply to students residing with their parents receiving or applying for assistance. No assistance shall be provided to any individual 18 years or older who:

a) Is enrolled as a student an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
b) Is under 24 years of age
c) Is not a veteran of the United States military;
d) Is unmarried;
e) Does not have a dependent child;
f) Is not a person with disabilities, as such term is defined in section 3(b)(3)(E) of the 1937 Act and was not receiving assistance as of November 30, 2005; and
g) Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance, unless the student is eligible and the student’s parents (individually or jointly) are income eligible for the program (except where the student can demonstrate absence or independence from their parents).

A student must meet one or more of the following criteria to be considered independent:

- At least 24 years old by December 31 of the award year for which aid is sought;
- Be an orphan or ward of the court through age 18;
- Be a veteran of the US armed forces;
- Have a legal dependent(s) other than a spouse (i.e. dependent children or an elderly dependent parent); or
- Be married.

E. Notice to Landlords: Not Responsible for Tenant Screening [24 CFR 982.307]

SHA shall screen applicants for satisfaction of the program admission criteria only. SHA does not screen for applicant or family behavior not related to participant history requirements.

SHA does not screen for suitability for tenancy. Screening for suitability is the property owner’s responsibility. SHA has no responsibility for the family’s behavior or conduct as tenants, and has no liability to property owners or others for the acts of Housing Choice Voucher Program tenants.

Information Provided to Owners

The owner is responsible for the screening and selection of any family that will occupy the owner’s unit. Before approving a tenancy, SHA will inform the owner that screening and selection for tenancy is the owner’s responsibility.

Upon request by the owner, SHA will give the owner:

1. The family’s current and previous address(es) as shown in SHA’s records; and
2. The name and address (if known by SHA) of the landlord at the family’s current and previous address (es).

The same information will be supplied to all owners who request it.

Different Standards for Project-Based Units

The screening criteria above apply to applicants for SHA’s tenant-based Housing Choice Voucher Program. Criminal history standards for the Project-Based Program are described in Chapter 5.

F. Changes in Eligibility Prior to Effective Date of Contract

Changes that occur during the period between issuance of a voucher and lease up may affect the family’s eligibility or share of the rental payment.
G. Notification of Denial

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, as described in Chapter 20.

H. Prohibited Admissions Criteria [982.202(b)]

Eligibility for admission to the program may not be based on:
1. Where a family lives prior to admission to the program;
2. Where the family will live with assistance under the program;
3. Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock;
4. Whether a family includes children;
5. Whether a family decides to participate in a family self-sufficiency program; or
6. Whether a family can claim one of the local preferences identified in Chapter 4. Local preferences shall be used for the purpose of structuring the order in which applications are considered, not whether applicants meet basic eligibility requirements for admission to the program.
SHA shall make its inventory of Housing Choice Vouchers available to eligible participants through the following avenues of distribution:

1. General public waiting list;
2. Project-based Voucher Program;
3. Agency-based Voucher Program; and
4. Special issuances.

This chapter describes each distribution method, primarily focusing on special issuances, and assigns target percentages for utilization in each method. It also discusses special purpose vouchers offered by HUD from time to time for specific families. The issuance process for special purpose voucher programs (i.e., Family Unification Program, Veterans Administration Supportive Housing, Mainstream Disability Vouchers, Designated Housing Vouchers, etc.) is described in Chapter 4.

A. General Public Waiting List: Tenant-based Vouchers

SHA shall maintain a waiting list to ensure that any eligible family can receive consideration for housing assistance in a fair, non-discriminatory, and predictable manner. The procedures for establishing this waiting list are described in Chapter 4, including the policies creating priority consideration and the order of selection from that waiting list (local preferences) for families with certain characteristics.

B. Project-based and Agency-based Voucher Programs

SHA recognizes that it is only one participant in a network of housing and service providers serving very low-income and extremely low-income families in the Seattle/King County area, and promotes the coordination of services among community resources when it can do so in a fair, open and non-discriminatory manner. To this end, SHA in 2000 established its Project-Based Voucher Program and in 2002 expanded the Agency-Based Voucher Program. Both programs are consistent with the authority to modify HUD regulations conferred by the Move to Work Agreements between HUD and SHA and the annual Move to Work Plans.

SHA’s Project-Based Program is described in Chapter 5 of this Plan. SHA’s Agency-Based Voucher Program is described in Chapter 6.

C. Special Issuance Vouchers [24 CFR Part 5, Subpart D; 982.54(d) (1); 982.204, 982.205, 982.206] SHA Move to Work (MTW) Contract (January 13, 1999)

SHA shall have the authority to issue vouchers to eligible families in response to specific situations or opportunities outside of the general public waiting list, Project-based Program, or Agency-based Program, when such issuances are consistent with SHA’s mission, are made in response to specific community needs, and are consistent with the provisions of this Plan.

Standard categories of special issuances include:

1. Vouchers used in the Seattle Senior Housing Program, described below;
2. Vouchers issued to residents of SHA housing as an accommodation for a person with a disability, upon referral by SHA’s ADA Committee and approval by the Executive Director, described below;
3. Vouchers issued to residents of SHA’s Project-Based Voucher Program and Section 8 “Mod Rehab” units whose household size increases beyond HQS occupancy standards, when no replacement unit is available in the building, as described in Chapter 5;
4. Vouchers issued to current residents of Project based units at the expiration of an HCV Project based contract.
5. Vouchers issued at the discretion of the Executive Director for cases of special urgency, described below;
The category of special issuances does not include vouchers provided to SHA by HUD for specific residents of HUD-subsidized properties subject to conversion of one kind or another (Tenant Protection Vouchers). These are discussed separately below.

D. Seattle Senior Housing Program (SSHP) Program Based Vouchers [SHA Board Resolution 4699 dated June 16, 2003]

The SSHP rent policy passed by the SHA Board on June 16, 2003 calls for approximately 15 percent (150) of the 1,000 SSHP units to be occupied by residents assisted with tenant-based vouchers.

**Eligibility for an SSHP voucher**
To be eligible for an SSHP voucher, a household must:
1. Be a current resident of an SSHP building or on the waiting list for an SSHP building;
2. Have an adjusted annual income under 30 percent of area median income as established by HUD, based on family size; and
3. Meet all other requirements for a voucher described in Chapter 2 of this Administrative Plan.

**SSHP Voucher Issuance**
SHA shall issue a voucher to an SSHP applicant or resident when the total number of vouchers in the SSHP program falls below 15 vouchers.

**Selection Criteria for New SSHP Voucher Issuances**
SHA shall offer vouchers to eligible residents or SSHP applicants in the following order of priority:
1. Current residents who are most rent burdened, from the lowest income up to 30 percent of Area Median Income; and
2. Applicants on an SSHP waiting list with income under 30 percent of Area Median Income, in order of the date and time of their application for an SSHP unit.

**Contract Rent/Payment Standard for SSHP Vouchers**
The rent to owner (contract rent) for voucher holders in SSHP shall be lower of the SHA payment standard less the appropriate utility allowance for tenant-paid utilities, or a reasonable rent for the unit based on comparable unassisted units in the private market.

**Rent Reasonable Determination for SSHP Units**
SHA may make a single rent reasonable determination for each SSHP building once annually, based on market comparable rents for unassisted units, using rent survey data. New lease-ups of vouchers in SSHP buildings shall use the most recent building-based rent reasonable figure.

**Voucher Mobility [SHA Board Resolution 4869 dated June 18, 2007]**
SSHP vouchers are program based meaning that they shall be non-portable, and SSHP voucher holders will not be allowed to use an SSHP voucher outside of an SSHP building regardless of Housing Authority jurisdiction.

**Other Administrative Issues for SSHP Vouchers**
The administration of all other aspects of SSHP vouchers shall be the same as for any tenant-based voucher, as described in this Administrative Plan.
A. Executive Director Discretion

The SHA Board delegates to SHA’s Executive Director or his designee the discretion to offer a Housing Choice Voucher to an eligible, extremely low income family facing immediate displacement through no fault of their own, provided funding is available and the special circumstances are documented.

Examples include:

1. City condemnation of a building for reasons of violation of health and safety codes (not city agency redevelopment plans), when the building provides housing or shelter to extremely low-income households, and the city requests SHA’s assistance in relocating the occupants;
2. SHA purchase of a commercial building that happens to provide housing or shelter to extremely low-income households, which does not meet minimum building codes or is otherwise unsuitable for residential use; and
3. Vouchers issued to residents of SHA housing units as an accommodation for a disability, upon referral by the SHA ADA Committee with approval by the Executive Director.
4. Vouchers issued to residents of SHA housing units or KCHA under joint agreement as an accommodation for a family under VAWA.

All special issuances, approved at the Executive Director discretion, shall be justified in writing by the Director of Rental Assistance Programs and approved in advance by the SHA Executive Director.

B. Vouchers Provided by HUD for Specific Residents of Specific Units

From time to time HUD requests that SHA apply for and issue vouchers to residents living in specific properties. In such cases, SHA shall issue vouchers to the specified families without regard to its waiting list or percentage allocation policies described in this Chapter.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project (includes relocation vouchers for SHA HOPE VI and Choice Neighborhoods redevelopment projects);
2. A family residing in a multi-family rental housing project when HUD sells, forecloses or demolishes the project; and
3. For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990, a family residing in a project covered by a Project-Based Voucher Program HAP Contract at or near the end of the HAP contract term.

C. Allocation of Vouchers

**Allocation Percentages/Numbers**

SHA shall allocate its vouchers using the following different strategies in order to best meet its Strategic Goals:

- General Public Waitlist List
- Agency-based Vouchers
- Project-based Vouchers
- Replacement Vouchers
- Special Issuances
Additional Information
At least one-half of tenant-based vouchers available to SHA in any fiscal year (including special purpose vouchers) shall be offered to applicants on the general public waiting list.

General public waiting list includes mainstream and NED (non-elderly disabled) Vouchers.

Replacement Vouchers are Project based vouchers that replace units lost through redevelopment activities of HOPE VI and Choice Neighborhoods at New Holly, High Point, Rainier Vista and Yesler Terrace.

Special Issuances include SSHP, FUP & VASH.
It is the policy of Seattle Housing to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the local preferences which structure the order in which applicants on the Housing Choice Voucher Program waiting list are considered, and Seattle Housing’s policies and procedures for applying for the Housing Choice Voucher Program through Seattle Housing’s general public waiting list.

The application process for agency-based vouchers is described in Chapter 6, and the application process for project-based vouchers is described in Chapter 5.

**A. Family Outreach**

Seattle Housing will publicize and disseminate information about the availability of housing assistance for very low-income families on a regular basis.

Seattle Housing will communicate the status of housing availability to other service providers in the community, and advise them of eligibility requirements and guidelines so that they can make proper referrals for housing assistance.

**B. Opening and Closing of the Waiting List** [24 CFR 982.206, 982.54(d) (1); Seattle Housing Board Resolution 4692 dated May 19, 2003]

Seattle Housing’s Executive Director may elect to open the Housing Choice Voucher waiting list at any time.

Opening the General Public Waiting List: Notice
Seattle Housing will give at least 30 days advance notice of the re-opening of the waiting list by public notice in a newspaper of general circulation such as *Real Change Newspaper*, by notice in its publication of record, the *Daily Journal of Commerce*, and by notices in various newspapers serving minority communities such as *The Facts*, *The Asian Weekly*, and other publications.

Seattle Housing will also notify housing and service providers in the Seattle area, including public housing authorities serving adjacent jurisdictions (King County Housing Authority, Snohomish County Housing Authority, Renton Housing Authority), including agencies which serve individuals with disabilities.

The notice will contain:
1. The dates, times, and the locations where families may apply;
2. The programs for which applications will be taken;
3. A brief description of the Housing Choice Voucher Program;
4. A statement that public housing residents must submit a separate application if they want to apply for a Housing Choice Voucher;
5. Limitations, if any, on who may apply;
6. Seattle Housing’s address and telephone number;
7. How to submit an application; and
8. Information on eligibility criteria and local preferences.

The notices will be made in an accessible format upon request by a person with disabilities, as a reasonable accommodation.
Lottery Option
Upon re-opening the waiting list after a closure, Seattle Housing may assign positions on the waiting list to new applicants using any fair means, including “by lottery,” i.e., assigning random numbers to all families who submit applications within a given time period, and then considering their applications in the order of the random numbers assigned to them.

Random numbers that are assigned shall replace date and time of application, for the purpose of structuring the order in which applications are considered. Under the Lottery Option, Seattle Housing Authority may set a finite number of applicants who will receive a place on the Housing Choice Voucher waitlist.

Open Period
The open period and/or defined number of applicants placed on the waitlist under the lottery option shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations of vouchers for a period between 6 and 36 months, as determined by the Seattle Housing Executive Director or designated staff.

Closing the Waiting List: Notice
If Seattle Housing again re-opens the waiting list for an indefinite period, it may decide to close it again by Seattle Housing board resolution. Seattle Housing will give at least 30 days’ notice to the community by public notice in a newspaper of general circulation such as Real Change Newspaper, by notice in its publication of record, the Daily Journal of Commerce, and by notice in various newspapers serving minority communities such as The Facts, The Asian Weekly, and other publications.

Seattle Housing will also notify housing and service providers in the Seattle area, including public housing authorities serving adjacent jurisdictions (King County Housing Authority, Snohomish County Housing Authority, Renton Housing Authority), and agencies serving individuals with disabilities.

Upon request from a person with a disability, additional time not to exceed 60 days may be given as an accommodation for submission of an application after the closing deadline. This accommodation shall be offered upon suitable third-party documentation of the disability and the person’s inability to apply by the closing date because of the disability.

C. Local Preferences [24 CFR 982.207; Seattle Housing Board Resolution 4680 dated December 16, 2002]
Seattle Housing has established local preferences for the tenant-based Housing Choice Voucher Program to accomplish the following goals:
1. Address first the most urgent housing needs of applicants able to live independently in privately owned rental housing;
2. Provide a rational, efficient admissions process that treats applicants with respect, fosters honesty and open communication between staff and applicants and minimizes inconvenience for applicants;
3. Maximize use of Seattle Housing resources by encouraging high Housing Choice Voucher utilization rates; and
4. Support households moving through the continuum of affordable housing in Seattle from more highly supported environments into less highly supported housing, when the household no longer needs intensive case management or other support services.

Statement of Local Preferences
The Seattle Housing Authority shall give preference to applicants on the general public waiting list for the Housing Choice Voucher Program, as described below:
First priority shall be given to the following (equally assigned):

1. Households whose current gross income is at or below 30 percent of area median income on the date they complete their application, as established annually by the U.S. Department of Housing and Urban Affairs for the Seattle/Bellevue area and adjusted for family size;

2. Households whose gross income for the 12-month period prior to the date they complete their application is at or below 30 percent of median income, as established annually by the U.S. Department of Housing and Urban Affairs for the Seattle-Bellevue area and adjusted for family size; and

3. Households who are homeless, which is defined as:
   a) Living on the street, in an emergency shelter, or in a transitional housing facility;
   b) Being a client of a case-management program serving the homeless; or
   c) Meeting one of these conditions within the 12-month period prior to the eligibility determination.

Second priority:

1. All applicants who do not meet the criteria to claim one of the preferences described above but meet other eligibility criteria as described in chapter 2.

**Priority within Preference Groupings**

All first priority applicants on the general public waiting list will be contacted in the order of date their assigned lottery number, before any second priority applicant on the waiting list is contacted.

**After Initial Waiting List Contact, Assistance is Based on Date Application Process is Completed.**

After the point of initial contact with an applicant on the waiting list, housing assistance will be offered to applicants in the order in which they complete the application process. However, if an applicant is currently assisted in another program, his/her application will be held until the end of his/her initial lease term.

**Public Notice for Changes in Preferences**

Seattle Housing will provide notice to the public when changing its preference system using the same guidelines as those for opening and closing the waiting list. In addition, Seattle Housing shall hold a public hearing for the purpose of taking comment on proposed changes in its preference policies.

**Sequence Dates/Date and Time of Application**

For all applicants with the same priority on the general public waiting list, Seattle Housing shall use an assigned sequence date to determine the order in which applicants on the waiting list are contacted. Under the Lottery Option, a preference is not assigned at the time of lottery registration and the sequence is determined by the assigned lottery number.

If an applicant household’s circumstances change such that it is no longer able to claim a higher priority, the original sequence date shall not change. However, if an applicant household’s circumstances subsequently change such that the applicant is able to claim a higher priority for admission than when he or she initially applied, the sequence date shall change to the date the applicant claimed the higher priority.

**Income Targeting**

In general, Seattle Housing exceeds the income targeting requirements for the Housing Choice Voucher Program, through the natural operation of its local preferences described above. Seattle Housing shall review the income levels of current program participants at least annually to determine that at least 75 percent of the participants and at least 75 percent of new voucher issuances are provided to families at or below 30 percent of area median income as determined by HUD.
Family Targeting

Seattle Housing Authority is a participant in the Creating Moves to Opportunity (CMTO) pilot to test the relative effects of strategies that support families with children to move to opportunity neighborhoods.

In support of the CMTO pilot, and to increase the overall number of families with children served, Seattle Housing Authority will temporarily apply a voucher target for families with children, from the 2017 Voucher Waitlist, at a rate that will allow us to issue vouchers to fulfill CMTO requirements. The Seattle Housing Authority will select families with children from the 2017 HCV waiting list, in the order of the family’s assigned waitlist number.

Families with children under the age of 18 years are a protected class under both local and federal fair housing rules. The Seattle Housing Authority may partake in special programs and initiatives insomuch as the goal of such programs will be to affirmatively further fair housing. Families with children under the age of 18 years in the voucher program face unique barriers to leasing. A policy that specifically addresses these unique barriers is not therefore a fair housing violation, even though the benefits provided are not available equally to everyone. Local preferences apply.

Verification of Preference Qualification/Preference Denial [24 CFR 982.207]

Seattle Housing will verify all preference claims at the time of the eligibility determination, using standards described in Chapter 9. If the preference verification indicates that an applicant does not qualify for the preference at the time of the eligibility determination, the applicant will be returned to the waiting list without the preference but with the same sequence date, until such time as Seattle Housing is able to consider second priority applicants.

If Seattle Housing denies a preference, Seattle Housing will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a meeting with the HCV Issuance Manager. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Appeals of the HCV Issuance Manager’s decision not to grant a preference may be made in writing to the HCV Administrator, who will make the final decision. If the applicant falsifies documents or makes false statements in order to qualify for a preference, they will be removed from the waiting list and may not reapply.

Other Housing Assistance [24 CFR 982.205(b)]

Other housing assistance means a federal, state or local housing subsidy, as determined by HUD, including public housing. Seattle Housing may not take any of the following actions because an applicant has applied for, received, or refused other housing:

1. Refuse to list the applicant on the Seattle Housing waiting list for tenant-based assistance;
2. Deny any admission preference for which the applicant is currently qualified;
3. Change the applicant’s place on the waiting list based on preference, date and time of application, or other factors affecting selection under Seattle Housing selection policy; or
4. Remove the applicant from the waiting list.

D. Selection Process for Special Purpose Vouchers

Seattle Housing shall carefully observe the eligibility and tenant selection requirements for targeted vouchers, as they are described in the HUD Notice of Funding Availability (NOFA) announcing the availability of the vouchers, and in HUD award letters. Seattle Housing shall also carry out the
commitments it makes in its grant applications submitted to HUD in response to NOFAs for targeted vouchers. Additionally, SHA operates a separate waitlist for special programs *(MTW Strategy 8.A.02)*.

Seattle Housing currently is responsible for the following voucher programs which carry additional eligibility requirements and in some cases unique selection processes:

**Family Unification Program Vouchers (FUP)**
Seattle Housing administers Family Unification Program (FUP) vouchers for at-risk families and youth receiving services from the Washington State Department of Children and Family Services. The purpose of the program is to reduce the number of children delayed in returning to their parent/guardians, when the primary problem is decent, safe, and affordable housing. Applicants are referred by participating social services agencies under the terms of a Memorandum of Understanding. Local preferences do not apply.

The following agencies participate in the FUP program with Seattle Housing:
1. Seattle-King County Health Department;
2. First Place;
3. New Beginnings;
4. YouthCare;
5. YMCA;
6. Children’s Administration of DSHS; and
7. Wellspring Family Services

The PHA, upon receipt of the CA list of families and youths currently in the Division of Child and Family Services caseload, will compare the names with those families and youths already on the Seattle Housing’s HCV waiting list. Any family or youth on the waiting list that matches with the CA’s list will be assisted in order of their position on the waiting list in accordance with Seattle Housing admission policies. Any family or youth certified by CA as eligible and not on the HCV waiting list will be placed on the waiting list. If Seattle Housing’s HCV waiting list is closed at the time the CA list is received, Seattle Housing will reopen the wait list to accept an FUP applicant family or youth who is not currently on the waiting list.

Seattle Housing will determine if any families with children, or youths age 18 through 24 on its HCV waiting list are living in temporary shelters or on the street and may qualify for the FUP due to their current or past involvement with CA, and refer such applicants to the CA for certification for FUP participation.

Seattle Housing will determine if families with children, or youths age 18 through 21 referred by CA are eligible for HCV assistance and place eligible families/youths on the HCV waiting list.

**Veteran’s Administration Supportive Housing Vouchers (VASH)**
Seattle Housing administers Veteran’s Administration Supportive Housing (VASH) vouchers for homeless Veterans receiving services from the Veteran’s Administration (VA). The purpose of this program is to reduce the number of homeless veterans in Seattle/King County by providing subsidy for decent, safe and affordable housing. The program pairs case management and clinical services through the VA with a voucher from Seattle Housing. Applicants meeting VA criteria are referred by Seattle VA under the terms of a Memorandum of Understanding.

For VASH voucher applicants, SHA does not have the authority to deny eligibility based on criminal background, with the exception of any member of the household being subject to lifetime registration requirement under any state sex offender program. Local preferences do not apply. Additionally households referred to SHA by the VA are income eligible up to 80% area median income and are required to comply with SHA policy procedures.
Mainstream Disability Vouchers

- Seattle Housing administers 75 Mainstream vouchers for families whose head, co-head or spouse is non-elderly/disabled. Eligible families are selected from the general public waiting list in the order of their application sequence date or assigned lottery number. Local preferences apply.

- SHA also administers 79 additional Mainstream vouchers which are utilized to serve households with at least one member who is non-elderly/disabled between 18yrs-61yrs old. For this allocation, the head, co-head or spouse does not have to have a disability. SHA will prioritize current applicants on the waiting list who qualify for these vouchers to move up on the waiting list accordingly.

SHA may also utilize these vouchers to serve households who are referred by identified partnering homeless service organizations or consortia of organizations and individuals or families transitioning/moving on from permanent supportive housing units. This allows SHA to contribute significantly to the community's overall efforts to end homelessness by freeing up units for currently homeless families and individuals with disabilities who need housing combined with services.

In this effort, SHA will not limit the source of referrals to an agency or consortia that denies its services to members of any federally protected class under fair housing laws.

SHA will allow non-elderly persons with disabilities to directly apply for the vouchers without going through a partner agency.

Designated Housing Vouchers (NED – Non Elderly Disabled)

Seattle Housing administers 500 Designated Housing vouchers for non-elderly disabled families from the general public waiting list in the order of their application sequence date or assigned lottery number. Local preferences apply.

Enhanced Vouchers

Seattle Housing administers enhanced vouchers, a specific type of tenant protection voucher, for residents living in specific HCV opt-Out/prepayment buildings, for the period of time in which the original residents continue to live in the building. The vouchers are "enhanced" in that the family is assured it will not pay a higher portion of its income on housing expense than it did at the time the building opted out of the HCV program. When the original residents move out, they are issued a regular Housing Choice Voucher. Local preferences do not apply.

E. Cancellation/Reinstatement Policies [24 CFR 982.204(c)]

Requirement to Provide Current Mailing Address [CFR 982.204]

SHA will contact applicants at the mailing address provided. It is important for applicants to update their mailing address, because if a letter is returned undeliverable, the applicant will be removed from the waiting list without further notice.

While on the waitlist, applicants are required to inform Seattle Housing in writing of a change in mailing address. Applicants are also required to respond to requests from Seattle Housing to update information on their application and to confirm their interest in assistance. Failure to do so may result in removal of their name from the waiting list.
Any mailings to an applicant which require a response will state that failure to respond within 10 business days will result in the applicant’s name being removed from the waiting list. If the applicant fails to respond by the deadline stated in the written notice, the applicant will be provided a second opportunity to respond within 10 business days. If the applicant fails to respond by the deadline stated in the second notice, the applicant will be removed from the waiting list without further notice.

**Purges**
The general public waiting list may be purged from time to time at the discretion of the Housing Choice Voucher (HCV) Director, based on an assessment of the vitality of the current waiting list.

The purge will be conducted by a mailing to all applicants that will ask for confirmation within 30 days of continued interest in obtaining a Housing Choice Voucher. Applicants who fail to respond within the specified time period will be removed from the waiting list without further notice.

**Reinstatement of Cancelled Applications**
Applicants whose applications have been cancelled for failure to respond to a written notice, including failure to respond to the initial application notice(s) or failure to respond to a waitlist purge, may request reinstatement of their application within a period of 12 months following the deadline for the initial application notice(s).

The HCV Issuance Manager or a designee shall reinstate the application if the applicant has no previous history of failure to respond to written notices. The HCV Issuance Manager may reinstate the application even with previous history of non-response if:

1. There is evidence that the applicant never received the notice;
2. There is evidence of Seattle Housing error;
3. The HCV Issuance Manager determines that circumstances beyond the applicant’s control prevented timely response to the notice (e.g., death in the family, hospitalization); or
4. There is evidence that the applicant is now able to complete the application process in a timely fashion (e.g., now has a case manager or other support services that will assist the applicant in the application process).

No applications will be reinstated after 12 months from a deadline to respond, unless the HCV Issuance Manager determines that the applicant’s failure to respond is caused by documented Seattle Housing error.

Appeals of the HCV Issuance Manager’s decision not to reinstate a cancelled application may be made in writing to the HCV Administrator, who will make the final decision.

**Reinstated Applications: Priority for Funding**
Reinstated applications shall be offered a voucher on the same timeline as other applications with the same preference and the same date of application, if funds are available.

However, all applications in progress as of the date of reinstatement shall have priority for funding over the reinstated application, even if they were submitted after the reinstated application’s initial date of application. If funds are not available at the time of reinstatement after all applications in progress are offered a voucher, the reinstated application shall remain on the top of the waiting list until such time as vouchers are available for applications with the same or later dates of initial application.

**Application Information and Assistance**
A complete Application Guide for Seattle Housing programs is available in print from our office and on the Seattle Housing Web site in the following languages: English, Chinese, Spanish, Russian, Vietnamese, and Somali.
Applicants may obtain assistance in completing the pre-application for any open waitlists by visiting our office and using the automated workshop kiosk in the lobby of our office or attending an application workshop if one is offered.

Upon request, Seattle Housing staff may also conduct “one-on-one” application workshops in our office, in an applicant's home, or at other convenient and appropriate locations, as a reasonable accommodation for a person with a disability.

F. Issuance Process

Summary of Issuance Process
When an applicant reaches the top of the waiting list, the applicant will be sent a full application packet, at which time the family must submit documents required to verify household income, assets and family composition. After the family has completed a release of information, Seattle Housing shall complete a criminal/credit check on the family. Provided the family meets all eligibility criteria, the family will be invited to a required family briefing, after which a Voucher may be issued and the family can begin its housing search.

Scheduling the Family Briefing and Issuance Interview
The invitation to the family briefing and issuance interview shall be provided in writing, and shall include information on the assigned date and time of the interview.

The invitation shall be provided in an accessible format upon request, as a reasonable accommodation for a person with a disability.

Applicants who cannot attend on the assigned date of the family briefing and issuance interview will be given one opportunity to reschedule it.

Seattle Housing shall provide language interpreters to families who request them in writing when the interview is scheduled.

An applicant with a disability may request a private issuance interview at our office or at a more accessible location, as a reasonable accommodation.

Cancellation and Reinstatement of Applications for Non-Response/No Show
Applicants who miss the initial family briefing and issuance interview appointment may request to reschedule it once. The request must be made within 10 business days following the original interview date. If an applicant misses the scheduled interview and does not request to reschedule the interview within 10 business days, or misses the second interview, Seattle Housing will cancel the application.

Seattle Housing shall follow the cancellation/reinstatement policy described above for applicants who fail to respond to a written notice of an interview appointment, or fail to show up for their scheduled interview.

Denial of an Application Based on Information on Pre-Application
If the family is determined to be ineligible based on the information provided in the pre-application, Seattle Housing will notify the family in writing, state the reason(s), and inform them of their right to an informal review, as described in Chapter 20. SHA does not allow alterations to the application once a determination is made on the application.
Applicants Denied because they are Younger than Age 18
Applicants who are not eligible because they are younger than 18 years old may remain on the HCV waiting list until they are 18, at which time their application will be processed, if funds are available.

Final Application Mailed Out Before Issuance Interview
Prior to the issuance interview, Seattle Housing shall provide the applicant with a packet including the full, final application and instructions on documents the family must bring to the interview in order to verify the information on the final application. The full application will be completed when the applicant attends the interview.

The applicant is expected to complete the full application in his or her own handwriting, prior to or in the issuance interview, unless a request for accommodation is made by a person with a disability for special assistance in filling out the application.

Format of Issuance Interview
Issuance interviews may be conducted in a group format. The head of household, co-head, or spouse is required to attend the interview, and provide certifications needed for the family.

Applicants (with or without a disability) may bring family members, case-managers or advocates with them to the issuance interview, who may assist them with the application process, but only with the permission of the applicant.

Required Releases of Information
All adult members must sign a Release of Information, the application form and all supplemental forms required by Seattle Housing, and any other documents required by Seattle Housing.

Applicants will be required to sign specific verification forms for information that is not covered by the Release of Information. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by Seattle Housing.

Every adult household member must sign a consent form to release criminal, credit, and rental history records and to allow Seattle Housing to receive records and use them in accordance with HUD regulations.

Applicants who wish to have case-managers, advocates or other intermediaries act on their behalf must sign a release of information authorizing Seattle Housing Authority staff to discuss their application information with the intermediary.

Completing the Final Application after the Issuance Interview
If Seattle Housing determines at or after the interview that additional information or document(s) are needed, Seattle Housing Authority will request the document(s) or information in writing. The family will be given 10 business days to supply the information.

If the information is not supplied within this time period, Seattle Housing Authority will cancel the application for non-response and notify the family. The reinstatement policy described above will apply to applications cancelled for not responding to requests for information.

Resubmission of Outdated Income Documentation
As a general rule, income information must be current within 60 days of the date of issuance of a voucher, although some documents may have different standards of currency, as described in Chapter 9, Verification Procedures. Applicants may have to re-submit documentation if the documentation previously submitted is no longer current according to the standards described in Chapter 9.
Verification of Information [24 CFR 982.201(e)]
Information provided by the applicant will be verified, using the verification procedures in Chapter 9, Verification Procedures. Family composition, income, allowances and deductions, assets, student status, immigration status, eligibility and rent calculation factors, and other pertinent information will be verified.

Credit/Criminal Check
After an applicant’s file is complete with respect to income documentation and other elements of eligibility, Seattle Housing will order a criminal background/credit check for the applicant. If the criminal background check reveals criminal history that does not meet Seattle Housing’s standards for eligibility/criminal history outlined in Chapter 2, Seattle Housing will notify the applicant in writing that the application is denied based on criminal history, and provide information on how to request an informal review as described in Chapter 20. A copy of the criminal history report will be mailed to the applicant along with the notice of denial.

If the credit information reveals information about the household that is not consistent with information about income or family composition on the application, or raises other questions, Seattle Housing will request a written clarification from the applicant. If the applicant does not respond, the application will be cancelled, subject to the cancellation and reinstatement policy described above.

If the applicant does respond but the response is not satisfactory, Seattle Housing will notify the applicant in writing that the application is denied due to failure to provide satisfactory documentation of income, family composition, and/or other eligibility factors. The notice will provide information on how to request an informal review as described in Chapter 20.

Family Briefing and Voucher Issuance
After an applicant household has cleared the credit/criminal history check, the family will be invited to the next available family briefing session, at which time they will pick up their voucher. The briefing is mandatory; no family will be issued a voucher until they have attended one.

Voucher briefings are described in Chapter 10.

G. Changes in Household Circumstances Prior to Lease-Up

Applicants who have been issued a Voucher but have not yet leased a unit with Voucher assistance are required to report all changes in their household income, assets, expenses, composition, student status, immigration status, and name changes in writing within 10 business days of the change.

Split Households While on the Waitlist
When a household on the waiting list splits into two eligible households for any reason, the household will be removed from the waitlist. If, within ten days of informing the Housing Authority that the household has divided, the households agree that one of the households should remain on the waitlist, the Housing Authority will replace the household name on the waitlist with the name of the household designated to remain on the waitlist.

Split Households after Issuance and Before Lease-Up [24 CFR 982.315]
In those instances when a family assisted under the Housing Choice Voucher Program becomes divided into two eligible families for any reason, and the new families cannot agree as to which new family unit should continue to receive the assistance, the HCV Administrator shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children;
2. Which family member was the head of household when the voucher was initially issued (listed on the initial application);
3. The composition of the new family units, and which unit contains elderly or disabled members;
4. Whether domestic violence was involved in the breakup;
5. Which family members remain in the unit; and
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, Seattle Housing will terminate the Voucher on the basis of failure to provide information necessary for a determination of eligibility.
CHAPTER 5 - SHA HOUSING CHOICE VOUCHERS PROJECT- BASED VOUCHER (PBV) PROGRAM

Refer to SHA Board Resolutions 4555, 4578, 4633, 4708 and 4899 and SHA Move to Work (MTW) Contract

A. Goals of the Program

In the Board Resolution 4578 dated September 2000, the SHA Commissioners created SHA’s Housing Choice Voucher Project-based policy to achieve three broad goals:
1. To expand the affordable housing stock;
2. To increase the affordability of housing currently not affordable to households below 30 percent of the area’s median income; and
3. To preserve the affordability of existing affordable housing for households below 30 percent of the area’s median income.

SHA may enter into contracts for Project-based assistance based on the rules in this chapter.

B. Project Selection Criteria

SHA considers the following project selection criteria in evaluating proposals to Project-base Housing Choice Vouchers:
1. Housing that serves families with children, consistent with the needs indicated by SHA’s public housing and Housing Choice Voucher Program waiting lists and/or other documented needs;
2. Housing that serves homeless households;
3. Housing that serves households with special needs, including, but not limited to:
   a. People with mental and/or developmental disabilities;
   b. People with physical and/or sensory disabilities;
   c. Domestic violence survivors;
   d. Recent immigrants for whom language is a barrier to utilizing the tenant-based program; and
   e. Young adults aging out of foster care.
4. Housing that reduces concentrations of poverty and/or need by:
   a) Being sited in census tracts with a lower-than-average percentage of Housing Choice Voucher Program tenant-based vouchers;
   b) Serving very low-income populations within mixed-income developments; or
   c) Reducing concentration of poverty/need in existing buildings and developments.
5. Housing that provides opportunities to increase the diversity of Seattle’s neighborhoods;
6. Housing that combines an appropriate level of support services to residents;
7. Housing that commits to best efforts to serve extremely low-income households (below 30 percent of the area’s median income) for the life of the project;
8. Housing that increases access to high-performing public schools;
9. Housing that provides opportunities for economic self-sufficiency; and
10. Housing that maximizes the use of other funding sources and leverages the use of Housing Choice Voucher Program funds.

SHA will also give consideration to proposals for tenant-owned and tenant-managed projects that lead to tenant ownership.
C. Eligible Owners of Project-Based Housing

SHA will project-base Housing Choice Voucher Program assistance in projects owned by:
1. Seattle Housing Authority;
2. Non-profit housing providers;
3. For-profit housing providers; and
4. Other housing authorities in the Seattle Metropolitan Area.

D. Project Selection

SHA will make Housing Choice Voucher Project based funding available to non-profit and for-profit entities through a competitive process, such as the RFP, Sound Families, and other city selection processes described below. SHA may also make funding available to projects in response to a request by, or in collaboration with, local government, philanthropy or other housing authorities.

**SHA Request for Proposals (RFP) Process**

From time to time SHA may issue a formal Request for Proposals (RFP) inviting proposals for projects that seek commitments of project-based vouchers that meet the goals of SHA’s project-basing policy. Specific project selection criteria (from list in Section B., above) shall be selected by SHA based on its assessment of current needs and opportunities, and shall be described in the RFP, along with numerical weights indicating the priority of each selection criteria chosen. The RFP process shall include a panel of evaluators representing both SHA staff and members of the community with an interest in low-income housing.

SHA may establish minimum threshold criteria for sponsors participating in the Project-based program (e.g., minimum standards for most recent audit of sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP round is committed.

All projects awarded Project-based HCV subsidy must be developed and operated in a manner consistent with HUD regulations or SHA Move to Work policies which specifically modify applicable HUD regulations. Awards of project-based subsidy are subject to approval of the SHA Executive Director. New project-based commitments are subject to the availability of adequate federal funding for SHA’s Housing Choice Voucher Program.

**Sound Families Projects**

In accordance with the Inter-Public Housing Authority Agreement to Provide Project-based HCV Vouchers in support of the Sound Families Program executed by six local housing authorities, including SHA, in December 2000, SHA commits to project-base up to 400 vouchers in units of transitional housing located in SHA’s jurisdiction for homeless families supported by the Sound Families Program sponsored by the Bill and Melinda Gates Foundation. The projects must undergo a competitive process conducted by the City of Seattle Office of Housing. SHA shall review project proposals for consistency with Housing Choice Voucher Program payment standards, Housing Quality Standards, and other regulatory considerations before entering into contracts with the project sponsor for implementing the project-based commitments.

**Other City-Funded Projects**

Consistent with SHA Board Resolution 4633 dated January 22, 2002, and SHA Board Resolution 4708 dated July 21, 2003, SHA shall commit approximately 70 project-based Housing Choice Vouchers per year to city-funded units selected through the City of Seattle Office of Housing’s regular competitive process, for a total commitment of up to 500 Housing Choice Vouchers to city-funded...
projects over the seven year period from 2003 to 2009. The properties may be new units financed by the 2002 City of Seattle Housing Levy, or other properties financed by city of Seattle housing resources that require operating subsidy to ensure their preservation.

Consistent with SHA Board Resolution 4899, SHA renewed its commitment to the City of Seattle with the 2009 City of Seattle Housing Levy. SHA shall commit approximately 70 project-based Housing Choice Vouchers per year to city-funded units selected through the City of Seattle Office of Housing’s regular competitive process, for a total commitment of up to 500 Housing Choice Vouchers to city-funded projects over the seven year period from 2010 to 2016. The properties may be new units financed by the 2009 City of Seattle Housing Levy, or other properties financed by City of Seattle housing resources that require operating subsidy to ensure their preservation.

Project-based vouchers allocated for city-funded projects will be used for units serving households with incomes at or below 30 percent of area median, with priority for projects that provide supportive services to residents who need assistance to maintain a stable residence and satisfactory quality of life. Current residents of buildings identified for Project-based assistance may have incomes up to 50 percent of median income.

**Project-Based Units in SHA-Owned Properties** [Move to Work Agreement dated January 13, 1999, page 10]
SHA is authorized to project-base Housing Choice Vouchers at otherwise non-subsidized units owned by SHA that meet HQS standards. “Non-subsidized” refers to the absence of other operating subsidy (i.e., public housing ACC funds), not capital subsidy or subsidy for supportive services.

**HOPE VI Replacement Housing**
Properties with project-based units that serve as replacement housing for demolished public housing units associated with SHA’s HOPE VI redevelopment efforts shall be solicited or selected according to the HOPE VI plan and any restrictions by the City of Seattle City Council relating to those developments.

Project-based replacement units are not included in the portion of the Housing Choice Voucher Program allocated to SHA’s Project-Based Program identified in Chapter 3 of this Administrative Plan.

**Project-based Units in SHA-Owned/Managed Communities** [Resolution No. 4899 dated April 21, 2008 and MTW Strategy 15.A.01]
In any SHA-owned and SHA-managed communities with Project-based Housing Choice Vouchers, Low Income Public Housing (LIPH) policies for that community shall apply to the community’s Project-based Vouchers. This includes, but is not limited to, certifications, inspections, waiting list management, rent calculation, eligibility for transfer between properties, and adjustments to the contract rent. This program is called Streamlined Low Income Housing Program (SLIHP).

Grievances shall follow the community’s LIPH policies, except grievances related to termination of Project-based Voucher subsidy shall follow the Housing Choice Voucher grievance process.

**E. Maximum Gross Rents/Payment Standards**

**HOPE VI Replacement Units and Other Project-Based Units Owned by SHA**
The maximum gross rent (rent plus utilities) for the Housing Choice Voucher Program Project-based
subsidy in SHA-owned housing will be based on an analysis of the development and operating costs of the project.

The payment standard for SHA-owned units shall not exceed market rent for comparable unassisted units, unless a higher contract rent is approved by the Board.

**Non-SHA-Owned Units** *(Sound Families Units, City-Funded Units, RFP Units, HOPE VI Replacement Housing Partnership Units, etc.)*

1) **Units with no SHA-provided capital subsidy** *(i.e., long term lease on land, below market financing, other capital subsidy)*

The maximum gross rent (rent plus utilities) for project-based units owned by non-profit and for-profit housing providers, when SHA has provided no capital subsidy, shall be the lower of:

- The Owner’s request
- The current payment standard applied to the same size units in the SHA tenant-based Housing Choice Voucher Program
- The market rent for comparable unassisted units as determined by SHA

2) **Units which have also received capital subsidy from SHA.**

The maximum gross rent (rent plus utilities) for project-based units owned by non-profit and for-profit housing providers, when SHA has provided a capital subsidy, shall be the lower of:

- The Owner’s request
- The current payment standard applied to the same size units in the SHA tenant-based Housing Choice Voucher Program
- The market rent for comparable unassisted units as determined by SHA
- 30 percent of the target income level for the proposed units expressed as a percentage of area median income for the appropriate household size based on tax credit occupancy standards

3) **Exception rent for large family housing in low poverty areas.**

The maximum gross rent (rent plus utilities) for large family units (3 or more bedrooms) shall be the lower of:

- The Owner’s request
- 120 percent of the current payment standard applied to the same size units in the SHA tenant-based Housing Choice Voucher Program
- The market rent for comparable unassisted units as determined by SHA

**Payment Standard for SRO Units**

The payment standard used for Project-based SRO (Single Room Occupancy) units shall be the payment standard for studio (0-bedroom) units. SRO units are defined by city of Seattle building code.

Housing Constructed as a Single Family House shall use the payment standard for the appropriate size single family house under the leased shared housing formula described below.

**Leased Shared Housing**

The payment standard for an assisted family in a project-based single family house with a potential occupancy by more than one family shall be the lower of a pro-rated share of the payment standard for the single family house based on the number of bedrooms occupied by the family, or the payment standard the family would have if they lived in a unit by themselves.

**Utility Estimates**

In general, SHA shall use the same utility estimate in the Project-based Program as it uses for tenant-based assistance. When utility estimate schedule is updated, SHA will update the Description of Contract Units; adjusting the rent to owner if necessary to ensure that the gross rent under contract
does not exceed the applicable Voucher Payment Standard. SHA will implement the new rate at the next regularly scheduled review. (Please see Section H Annual Rent Increases of this chapter for additional information).

An owner with energy efficient units may submit a written request to the Director of Rental Assistance Programs that a project-specific utility estimate be substituted for the published utility estimate, based on a written estimate from Seattle City Light or (if applicable) Seattle Public Utilities of the likely consumption of utilities for that building based on specific energy efficient features of the building.

**Impact of lowered payment standards in tenant-based program on contract rent for project-based units**
Owners of operating properties with Project-based assistance shall continue to have the most recent payment standard in effect for their contract units before SHA lowers the payment standards in the tenant-based program.

*Revised July 2005 per Resolution 4784, passed by the Seattle Housing Authority Board of Commissioners on June 20, 2005*

**F. Uses of Subsidy**

**SHA-Owned Units**
Project-based Housing Choice Voucher subsidy may be used to pay:
1. Normal operating expenses of the property;
2. Project debt-service incurred for acquisition, development, and capital improvements of the property; and
3. All other reasonable costs associated with the operation of the property, including the costs of support services necessary to assist individuals who cannot sustain stable housing without such services.

**Non-SHA-Owned Project-Based Units** *(Sound Families Units, City-Funded Units, RFP Units)*
An owner may use the revenue provided by the project-based Housing Choice Vouchers for any purpose consistent with its organizational mission.

**G. Contract Term**
The contract term shall be negotiated for each project based on the project’s needs, within the general framework of 5 to 40 years. All contracts are subject to availability of adequate funds.

**H. Annual Rent Increases**
Initial rents for Project Based units shall be set at the lower of the current Voucher Payment Standard or the reasonable rent determined by SHA. Annually thereafter, unit rents shall be adjusted by the operating cost adjustment factor (OCAF) established by HUD for the Multifamily Housing programs; provided that, application of the operating adjustment factor shall not result in a negative adjustment.

Exceptions may be made at the discretion of the HCV Administrator or a designee based on reasonable circumstances in order to ensure SHA’s mission and enhance partnership.

**SHA-Owned Units**
SHA property management staff may request in writing annual rent adjustments based on increased operating costs, provided that the proposed increased rent does not exceed the current market value of comparable units.
If the requested rent exceeds the current Voucher Payment Standard, the request shall include: a statement of actual operating costs for the 12-month period preceding the date of the request and an operating budget for the 12-month period following the effective date of the rent increase.

Prior to granting an increase in rent, the SHA Asset Management Department shall review the proposed operating budget for overall reasonableness, and the HCV department shall make a determination of rent reasonableness based on the market value of comparable unassisted units.

I. Vacancy Loss, Reconciliations, and Damage Claims

Vacancy Loss Payment
If an assisted family vacates the contract unit, upon written request from the owner, SHA agrees to continue Housing Assistance Payments at 80 percent of the Contracted unit rent beginning the day after the family vacated the unit until the earlier of the day the unit is re-rented or the last day of the month following the month the family vacated the unit, if:

1. The owner gives SHA prompt notice of the vacancy;
2. The vacancy is not the fault of the owner; and
3. The owner has taken every reasonable action to minimize the likelihood and length of the vacancy.

When a family moves out mid-month, the housing provider has the option of keeping the HAP for the remainder of that month. However, SHA will not pay both vacancy payment and HAP for any given day. Vacancy payment may be made for the following month even if the remaining month of HAP was kept for the month prior.

Note: When a family vacates the unit on the last day of a month, the full vacancy claim period is up to one full month, not two months.

Deadline for Requesting Reimbursement for Vacancy Loss
Vacancy Payment requests must be submitted on the form provided by SHA no later than the last day of the calendar quarter following the quarter in which the vacancy occurred.

Reconciliations
Reconciliation requests from owners must be made in writing within 12 months of the payment and must contain all of the following:

1. the specific time period of the discrepancy;
2. the participant name or unit number; and
3. an explanation of how the total was determined.

SHA will respond to complete reconciliation requests within 30 days of receipt.

No Damage Claims
SHA will not make payments to the owner for any damages to the unit, or for any other amounts owed by a family under the family’s lease.

J. Exit Vouchers

SHA shall not provide vouchers to families who move out of Project-based units, except

Exception: original residents of buildings when the owner executes a contract for project-based assistance.
A family assisted with a tenant-based voucher living in a unit identified for project-based assistance
must surrender their tenant-based voucher when the owner executes a contract to project-base a voucher for their unit. The family will be offered a tenant-based voucher at the point they move out of the project-based building, if they are still eligible for the Housing Choice Voucher Program. This provision applies only to residents of a building who are assisted by a voucher at the time a contract is first executed for project-based assistance including their unit.

Families assisted by vouchers who choose to move into a project-based property must surrender their tenant-based voucher at the time they move in, and the voucher will not be restored to them when they move out.

K. Tenant Selection: Waiting Lists

**Non-SHA-Owned Project-Based Units** *(Sound Families, City-Funded Units, RFP Units, HOPE VI Replacement Housing Partnership Units)*
Consistent with Board Resolution 4680 establishing SHA’s policy on local preferences, non-profit and for-profit owners who receive Housing Choice Voucher project-based subsidy from SHA may establish their own waiting lists for project-based units subject to requirements specified in the Housing Assistance Payment (HAP) Contract.

**SHA-Owned Units**
SHA may maintain site-specific waiting lists for project-based units owned and managed by SHA, or may offer units to eligible families on a first-come, first served basis as units become available, without maintaining a waiting list.
SHA will establish the marketing and waiting list procedure for each Project-based property in a written management plan which covers the property.

L. Lease Terms for Residents of Project-Based Properties

Owners may establish lease terms of less than one year for the residents of project-based units, consistent with the general practice of the owner’s housing program and the particular goals of the project-based property. SHA shall not approve leases of more than 12 months, as these may not be enforceable under state law.

**No Double Subsidy**
For an existing participant moving between buildings or programs, SHA shall start a new lease no sooner than the first of the month following the month covered by the previous landlord. SHA shall not make subsidy payments on behalf of the same family to both the former and the new landlord when a family moves mid-month. Nor will SHA pay a project-based landlord overlapping subsidy for one contracted unit when one family moves out mid-month and another family moves in during the same month.

M. Overcrowded, under-occupied, and accessible units

**Minimum and Maximum Occupancy Requirements for Project-Based Properties**
SHA shall make payments to owners based on assumed minimum occupancy for project-based units outlined below.

These minimum occupancy standards are specific to the SHA Project-Based Program and do not apply to SHA’s tenant-based program.
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**Under-Occupied Units**

If occupancy of a project-based unit drops below the minimum occupancy standard (e.g., drops to a one-person family in a two-bedroom unit) for longer than 90 days, SHA may reduce the Housing Assistance Payment for the unit to the amount appropriate for the size of the assisted family occupying the unit. The owner may require the family to pay the difference if the minimum occupancy requirement is spelled out in the family’s lease.

**Overcrowded Units**

Families occupying a project-based unit who exceed the maximum occupancy standard for the assisted unit, as outlined above, may qualify for a special issuance voucher if:

1. The owner submits a written request to the HCV Administrator for a special issuance voucher for the family;
2. The owner certifies that the owner has no units of an appropriate size for the family, and is not likely to have an appropriate size unit available within six months of the date of the request;
3. The family meets all the requirements for a tenant-based voucher outlined in Chapter 2 of this Administrative Plan; and
4. SHA has an available voucher to offer the family.

**Accessible Units**

If a family occupies a project-based unit with accessibility features that the family does not require, and the unit is needed by a family on the project’s waitlist that requires the accessibility features, the owner must promptly notify the family of this determination, and offer continued assistance in another housing unit (in the same or other project) so that the family requiring the accessibility features has access to the appropriate unit.

**N. Tenant Selection: Admissions Criteria**

**General Eligibility Requirements**

Applicants for Project-based assistance must meet the same eligibility requirements as applicants for HCV tenant-based assistance outlined in Chapter 2 of this Administrative Plan, unless otherwise stated below.

**Eviction History**

SHA shall not deny admission to Project-based units to applicants based on previous evictions, provided the household meets the requirements for eligibility for federal assistance (24 CFR 982.553, further described in Chapter 2, Section F, “HUD-mandated denials”).
Criminal History
Owners shall screen and select tenants using their own standards for criminal history. SHA shall review applicant criminal history to ensure that applicants are eligible for subsidy under federal regulations, by applying the HUD-mandated required denials for criminal history outlined in Chapter 2, Section F. of this Administrative Plan.

Consistent with the provisions in the regulations for “evidence of rehabilitation,” and in order to accommodate individuals with disabilities, SHA may give the property owner flexibility to accept residents for subsidized units who have a disability and a related criminal history which could otherwise disqualify them for assistance. Tenant screening flexibility will particularly be given to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a life-time registration requirement, for the duration of that requirement.

Owners must submit their tenant screening and supportive services plan to SHA to qualify for additional screening flexibility, and may be required to document for an applicant the reasons why the owner feels the applicant is likely to live successfully in the Project-based unit without serious re-offense, despite serious criminal history.

Owners may allow admission to convicted sex offenders who have Class B and Class C felonies on their record, subject to time-limited registration requirements, who do not, according to the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or to the public at large. (Board Resolution 4771, 3/21/05).

Other Criteria for Admission
For an applicant who has been previously assisted under the program and was terminated for violating a family obligation in the last five years, SHA will allow admission to the Project-based program when the applicant has support services which will increase the likelihood of successful program participation. This does not apply to program violations where fraud or deception relating to income or household circumstances was a factor in the termination of assistance.

Debt Owed to SHA or another Housing Authority
Applicants for Project-based units who owe SHA or other housing authority money must repay the amounts owed before their application will be approved. However, SHA will consider, on a case by case basis, entering into a repayment agreement for amounts owed to SHA. SHA will only enter into a repayment agreement when the applicant has sufficient income to make the payments under the agreement.

O. Housing Quality Standards; Inspections
All housing units, and the buildings in which they are located, that receive project-based operating subsidy must meet HUD’s Housing Quality Standards (HQS) or other HUD approved inspection. SHA shall conduct an initial inspection for HQS prior to the commencement of subsidy for a newly contracted project and (for substituted units in an existing contract) a newly contracted unit within an operating property.

SHA shall conduct annual inspections of all buildings at least once every 24 months, prior to the 2-year anniversary of the previous full inspection.

SHA requires that owners certify that a unit meets HQS standards as of the date of initial occupancy by a new tenant, but shall not conduct an inspection upon unit turnover.
If a unit fails a regularly scheduled inspection, and the fail items are not corrected within 30 days of the annual inspection, SHA shall send the owner and the family a notice that the unit may be removed from the HAP Contract for failure to maintain HQS. The tenant is not responsible for SHA’s portion of rent that is abated.

All other procedures and requirements relating to HQS described in Chapter 12 of this Administrative Plan apply to the project-based program.

**P. Rent Calculations for Tenants**

**Minimum Rent**
The Minimum Rent policy described in Chapter 8, Section D of this Plan shall apply to residents of units assisted by Project-based vouchers, with the following exceptions:
1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to $50 toward rent and utilities.

**Treatment of Medicaid**
SHA shall calculate the family TTP as described in Chapter 8, TTP and Family Share, with the exception of Project-based units providing assisted housing for seniors on Medicaid (i.e., Park Place/Retirement Housing Foundation, Heritage House, and Legacy House).

For these properties, Medicaid payments made on behalf of residents of such units will be viewed by SHA as medical payment deductions, and residents shall be considered to have zero income.

**Q. Unit Transfers**

Under HCV regulations a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up. The tenant must have a new lease for a new unit.

Owners may allow residents of Project-based units to transfer from one unit to another, subject to SHA re-determination of eligibility and tenant rent. (If the transfer is to another unit with the same property owner, redetermination of eligibility may not be required.)

**R. Release of Health-Related Information**

SHA shall not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

**S. Protection of Revenue in the Event of Reduction in Federal Funds** [Board Resolution 4708 dated July 21, 2003]

SHA shall follow these priorities in responding to federal cuts in SHA’s HCV budget authority:
1. Current participants in the tenant-based voucher program, including funds needed to increase payment standards appropriately to keep pace with market rents;
2. Project-based units under contract with SHA or which have written commitments from SHA to provide project-based assistance, as of the date that SHA notifies the City of Seattle’s Office of Housing of anticipated funding shortfalls in the HCV program; and
3. All other new units.

In the event that SHA anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect SHA’s allocation, SHA will seek to convene a meeting with the Seattle Office of Housing and affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

T. Contract Language Takes Precedence

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP Contract in effect for an assisted property, the HAP Contract language will take precedence.

U. Replacement of HUD Regulations and Previous Policy Statements

In the event of a discrepancy between 24 CFR 983, Project-based Voucher Program and this chapter, this chapter will take precedence as authorized by the 1999 “Moving to New Ways” agreement between HUD and SHA, and subsequent MTW Plans.
SHA may allocate a portion of its Housing Choice Vouchers to qualified local non-profit organizations and divisions of local government that serve very low-income and homeless families.

A. Percentage Allocation

SHA may issue vouchers to eligible families through the Agency-Based Voucher Program until the program utilizes the percentage of the total Housing Choice Voucher portfolio indicated in Chapter 3.

B. Goals and Rationale for the Agency-Based Voucher Program

The Agency-Based Voucher Program has two main goals:

a. To increase the success of disabled individuals, and families with language or cultural barriers, in finding and maintaining housing when using a voucher; and

b. To provide a transition to permanent housing for homeless households living in time-limited emergency and transitional housing.

C. Regular Review of Agency-Based Voucher Program

SHA shall review its portfolio of available vouchers regularly in determining appropriate allocations of vouchers by program in order to meet its strategic goals, or in response to local need. SHA shall notify the community if allocations agency-based vouchers will be made available and the allocation method. Notification will be provided by email and/or regular mail notice to the following:

1. City of Seattle Department of Human Services;
2. City of Seattle Office of Housing;
3. King County Department of Community and Human Services;
4. Human Services Coalition;
5. Housing Development Consortium of King County;
6. Distressed Communities Coalition;
7. Minority Executive Directors Coalition; and
8. King County Coalition for the Homeless.

D. Qualified Agencies

Agencies qualified to participate in the Agency-Based Voucher Program must be either:

1. A 501(c)3 nonprofit corporation with a mission to provide housing and/or services to very low-income or homeless families and individuals; or
2. A division of city or county government mandated to provide direct service to very low-income or homeless families and individuals.

E. Agency Services Agreement

All participating agencies must execute an Agency Services Agreement with SHA, in which the agency commits to providing specific services to their clients receiving vouchers.

The agency must establish a rational, fair, and auditable selection process for participating clients, related to the goals of the Agency-Based Voucher Program, which does not discriminate against any applicant on the basis of membership in a protected class, and which does not violate any SHA conflict of interest policy. The agency must agree to periodic audits by SHA of its selection process.
In addition, SHA may require the agency to provide any of the following services, as a condition of participation in the Agency-Based Voucher Program:

1. Identifying eligible applicants among their clients who meet the criteria for first priority consideration under SHA’s admissions preferences policies;
2. Assisting the clients in completing their applications and assembling supporting documents;
3. Providing third-party verification of income, household size, and other family characteristics;
4. Communicating with clients about the status of their applications, should additional information be required;
5. Attending SHA briefings with clients (i.e., application workshops, issuance briefings, signature briefings);
6. Assisting clients in finding suitable housing within their clients’ affordability limits, in the neighborhoods of the client’s choice, and negotiating with landlords;
7. Assisting clients in sustaining their housing situation after moving in, by providing case management or other services that will address housing-related issues;
8. Assisting clients in understanding the family obligations under the Housing Choice Voucher Program; and
9. Such services as may be necessary for clients to find and sustain suitable housing within their affordability limits.

F. Documenting Allocations of Vouchers

The Director of Rental Assistance Programs or his/her designee shall maintain a chronological record of each allocation of agency vouchers, which shall include:

1. Copies of announcements of voucher availability;
2. Scoring instruments and other written evaluation tools used to determine whether an agency is qualified to participate in the program, which shall specifically include any reasons for rejection;
3. A list of agencies awarded vouchers, and the number awarded each agency; and
4. Samples of standard correspondence related to the voucher allocation process (e.g., award announcement, contract cover letter).

G. Home from School

Housing serves as a platform for connecting neighborhoods, communities, schools, education partners, and families; and stable, quality schools are a core component of neighborhoods of opportunity. As housing providers SHA is uniquely situated to serve as a connector across other systems that support students and families.

In September 2016, SHA and SPS launched the Home from School (HfS) program to provide long-term affordable housing options to families experiencing homelessness who would like access to stable housing that allows continuity in their neighborhood school.

Who is eligible for HfS Voucher?

- Families with students who are experiencing homelessness or housing instability as defined by the McKinney-Vento Homeless Assistance Act§
- Priority is given to literally homeless families (e.g., staying in shelters or places not meant for human habitation)
- All other SHA/HCV voucher issuance eligibility factors apply

§ McKinney-Vento Homeless Assistance Act of 1987, as amended, Title VII, Subtitle B; 42 U.S.C. 11431-11435

CHAPTER 7
Last Updated: January 2019
CHAPTER 7 - SUBSIDY STANDARDS: BEDROOM SIZE OF VOUCHER

[24 CFR 982.54(d) (9)]

HUD guidelines require that housing authorities establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding.

This Chapter explains the subsidy standards that will be used to determine the voucher size (number of bedrooms subsidized) for various size families when they are issued an SHA voucher, as well as SHA’s procedures when a family’s size changes or a family selects a unit size that is different from the voucher.

A. Determining Voucher Size [24 CFR 982.402]

SHA’s subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing requirements and guidelines.

For subsidy standards, an adult is a person 18 years old or older.

All standards in this section relate to the number of bedrooms on the voucher (level of subsidy), not the family’s actual living arrangements.

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

SHA assigns 1 bedroom to 2 people within the following guidelines, and further imposes minimum occupancy standards outlined below.

1. Families shall be assigned to a unit with the least number of bedrooms suitable to their household size as defined herein.
2. The unit size that a household may be offered would provide that there be at least one person per bedroom.
3. Persons of different generations, and unrelated adults (except for domestic partners) may have a separate bedroom, within the limitations of the minimum occupancy standards outlined below.
4. Foster children will be considered in determining unit size upon third-party verification of placement in the family. Families with foster children are subject to the same minimum occupancy standards as families without foster children. A family may not be able to accept a foster care placement if the foster agency requires the child to have its own bedroom and, as a result, the family would exceed the minimum occupancy standards described below.
5. An approved live-in aide will be provided a separate bedroom. No additional bedrooms are provided for the attendant’s family. A maximum of one bedroom per family will be allocated for live-in aides, even if the family has more than one aide;
6. A single pregnant woman with no other family members must be treated as a two-person family;
7. Single person families shall be allocated a studio voucher.
8. Students who attend a school away from the subsidized unit are considered a member of the household and will be considered when determining the household size for the purpose of determining subsidy; unless information becomes available to SHA indicating that the student has established a separate household or the family declares to SHA that the student has established a separate household.
Full-time students whose primary residence is other than the subsidized unit will be considered permanently absent from the household.

**GUIDELINES FOR DETERMINING VOUCHER SIZE**

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**B. Exceptions to Voucher Size Standards [24 CFR 982.403(a) & (b)]**

**Accommodation for a Person with Disabilities**
SHA may grant an exception to voucher size standards as an accommodation for persons with disabilities, if subsidy for an additional bedroom is shown to be needed. Such requests must be made in writing. Both the nature of the disability and the reasons for the additional bedroom related to the disability must be verified by a doctor or other medical professional or a licensed social service professional.

**HUD Conversion/Tenant Protection Vouchers**
If the participant family remains in the eligible property, the voucher size issued is equal to the household unit size on the conversion date within SHA’s subsidy limits. If the family moves out of the original property, the household will be issued a voucher according to regular HCV occupancy standards.

If remaining in the eligible property is not an option, participant families currently in a one bedroom unit will be issued a one bedroom voucher for their initial lease up. If the family moves with continued assistance after their initial lease up, the household will be issued a voucher according to regular HCV occupancy standards.

**Veteran’s Administration Supportive Housing (VASH) Vouchers**
Single-person VASH applicants, VASH port-ins, and participants on the Veterans Assistance Supportive Housing (VASH) program are eligible for a 1 bedroom voucher at new admission or move issuance. Households are subjected to the subsidy limitation listed in section C.

**SHA Error**
If SHA errs in the bedroom size designation, the Voucher Payment Standard of the appropriate size will be applied at the next annual review or annual update.

**Other Exceptions**
SHA may grant exceptions from the subsidy standards only if the family makes a written request for a larger voucher size that provides compelling reasons to prove that an exception is necessary. The need for an exception shall be supported by documentation from relevant qualified professionals (e.g., licensed medical or social service professionals, court or law enforcement officials). Before granting
subsidy for additional bedrooms, SHA must find that an exception is necessary based upon the information provided by the family.

**Family Access Supplement (FAS)**
Due to high rents, tenant-based vouchers in the City of Seattle are not as viable in certain neighborhoods. The Family Access Supplement (FAS) is designed to provide additional rental assistance, to remove rent barriers for families with children to renting in the designated neighborhoods of the demonstration.

**Minimum Occupancy Standards Observed**
When additional bedrooms have been allocated to a family for a larger voucher size, minimum occupancy standards must still be met (see chart above). An accommodation request for an exception to the minimum occupancy standards will be forwarded to a manager, who will review and respond to the request.

**Additions to Household**
Reference the Recertifications section of this Plan for policies on whom, when, and how new members may be added to a participant household.

SHA will increase the voucher size, if applicable.

**Under-housed and Over-housed Families**
Families are required to notify SHA of all increases or decreases in household size within 10 days of the date of the increase or decrease.

If a unit does not meet Housing Quality Standards (HQS) cited below due to an increase in family size (making the unit too small), SHA will issue a new voucher of the appropriate size.

If a family becomes over-housed as the result of a decrease in household size, such that it no longer meets the minimum occupancy standards outlined above, SHA will reduce its subsidy to the appropriate voucher size at the latter of the family’s next annual review update or after fulfilling the initial lease term following the reduction in household size.

SHA may make an exception as an accommodation for a person with a disability or for a family that has a member with a disability.

**Hardship Policy for Under – Housed Families**
An under-housed family that requires a unit size of four (4) bedrooms and above will be considered for a temporary exemption from the occupancy standards policy. An exempted family will be subsidized for a longer period of time while looking for a unit that meets SHA occupancy standards. The exempted family will be required to illustrate that they are actively searching for a suitable unit.

**C. Unit Size Selected if Different from Voucher [24 CFR 982.402(c)]**
The family that selects a dwelling unit of a different size than that listed on the voucher shall be subject to the following:

1. **Subsidy Limitation**: The payment standard for a family shall be the lower of:
   a) The payment standard for the number of bedrooms allowed based on family size and composition, according to the guidelines noted above; or
   b) The payment standard amount for the actual number of bedrooms for the unit rented by the family.
2. Utility Estimate: The utility estimate used to calculate the gross rent is based on the lower of the family’s voucher size, or the unit size.

D. Implementing New Minimum Occupancy Standards, August 2005**

In June 2005 SHA adopted the minimum occupancy standards outlined in Section A above. The new occupancy standards are effective as of July 1, 2005, for all new admissions to the program and all new port-ins.

The new occupancy standards shall apply to all families continuing on the program who submit requests to Move with Continued Assistance after August 1, 2005.

Families continuing on the program in their existing unit may maintain their current subsidy levels. The minimum occupancy standards will apply to them if they move to a new unit.

E. Implementing New Minimum Occupancy Standards, December 2015

In December 2015 SHA adopted the amended subsidy standards outlined in Section A above to ensure consistency across all SHA programs. The new subsidy standards assign one bedroom per two persons in the household, and do not generally assign a separate bedroom for member of the opposite sex. Exceptions will be made on a case by case basis.

The new subsidy standards are effective as of April 1, 2016, for all new admissions to the program, to all new port-ins, and to all families continuing on the program who submit requests to Move with Continued Assistance.

** Added July 2005 per Resolution 4784, passed by the Seattle Housing Authority Board of Commissioners on June 20, 2005
SHA will use the methods set forth in this Administrative Plan to determine and verify family income at admission and at annual re-examination. The accurate calculation of annual income and adjusted income will ensure that families do not pay more or less rent than required under the regulations and SHA policies.

This Chapter defines the allowable expenses and deductions to be subtracted from annual income and how the number of household members may affect the Total Tenant Payment (TTP).

Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and the instructions set forth in HUD notices and memoranda, and SHA’s Moving to Work Plan and Agreement. SHA’s policies in this Chapter address those areas which give SHA discretion to define terms and to develop standards to ensure consistent application of the various factors that relate to the determination of TTP.

**A. Income and Allowances [24 CFR 5.609]**

“Income” includes all financial assets from any source, monetary or not, that are received by any member of the family. For purposes of calculating the Total Tenant Payment, HUD defines in the federal regulations what is to be counted and what is to be excluded. In accordance with this definition, all income that is not specifically excluded by the regulations is counted.

“Annual income” is the gross income, prior to any HUD allowed expenses or deductions, after federally mandated exclusions under 24 CFR 5.609(c) anticipated to be received by all family members in the 12 months following certification or recertification. Annual income is used to determine whether applicants are within the applicable income limits.

“Adjusted gross income” is the gross income, prior to any HUD allowed expenses or deductions plus all income actually available to the family but which is excluded under 24 CFR 5.609(c). Adjusted gross income is used to determine the affordability cap at the point of lease-up.

“Adjusted income” is the annual income minus any HUD allowed expenses and deductions. HUD authorizes the following allowable deductions from annual income:

1. **Dependent allowance:** $480 for each family member who is a minor (under 18), and for family members who are 18 and older who are full-time students or who are disabled (other than head of household, co-head or spouse);
2. **Elderly/disabled allowance:** $400 per family for families whose head, co-head or spouse is 62 or over or disabled;
3. **Medical and dependent care allowance:** The sum of the following, to the extent the sum exceeds 3 percent of annual income:
   a) Unreimbursed medical expenses of an elderly or disabled family; and
   b) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled family member, to the extent necessary to enable any family member to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.
4. **Child care expenses for children age 12 and under may be deducted from annual income if they enable an adult to work or attend school or to actively seek employment; but only to the extent that such amounts are unreimbursed.**
B. Disallowance of Earned Income from Rent Determinations for Persons with Disabilities [24 CFR 5.617, as amended April 7, 2016; 982.201 (b) (3)]

**Eligibility**
The Earned Income Disregard, or EID, is designed to encourage self-sufficiency among HCV participants who have disabilities. It does this by exempting increases in earned income for specific time periods for participants who meet the criteria below.

To qualify for the earned income exclusion a family must be receiving rental assistance under the Housing Choice Voucher Program and must be a family whose annual income increases as a result of:

1. Employment of a family member who is a person with disabilities, and who was previously unemployed for one or more years prior to employment;
2. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
3. New employment or increased earnings of a family member who is a person with disabilities, while or within six months after receiving assistance, benefits or services under any state program for TANF, provided that the total amount over a six-month period is at least $500.00.

“Previously unemployed” includes a person with disabilities who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the state minimum wage.

An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded include any increases in earned income of a family member who is disabled during participation in an economic self-sufficiency or job training program, but not increases that occur after participation in the program, unless the program provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount of income that may be excluded is the amount of the incremental increase in the disabled family member’s income. The incremental increase in income is calculated by comparing the amount of the disabled family member’s income before beginning the qualifying employment or receiving the increase in earned income with the amount of income after beginning the employment or receiving the increase in earned income.

**Inapplicability to Admission**
The earned income disallowance is only applied to determine the annual income of families who are participants in the Housing Choice Voucher Program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).
Applicability to Child Care and Disability Assistance Expense Deductions
The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for disabled families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.

Participants Deemed Eligible
Federal regulations for the EID were amended effective April 7, 2016; these changes were implemented by SHA as of May 9, 2016. Families enrolled in EID prior to May 9, 2016, are covered by the previous language. See the footnotes below for the policies that apply to such households.

For purposes of rent determination, the annual income for qualified families may not be increased as a result of increases in earned income of a family member who is disabled. This exclusion of income shall begin on the date on which the increase in earned income begins and shall continue for a 12-month period. After the disabled family member receives 12 months of the exclusion, the annual income will include a phase-in of half the increase in earned income previously excluded from annual income.

Initial 12-Month Exclusion††
During the 12-month period beginning on the date a disabled family member in a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, any increase in income received by a disabled family member as a result of employment of that family member will be excluded from the annual income of a qualified family.

Second 12-Month Exclusion and Phase-in†
During the second 12-month period after the expiration of the initial 12-month period referred to above, 50 percent of any increase in income of a disabled family member as a result of employment of that family member shall be excluded from the annual income of a qualified family. The increase shall be measured from the date immediately prior to the beginning of such employment.

Maximum 2-Year Exclusion†
The earned income disallowance is limited to a lifetime 24-month period for each disabled family member; that is, the disallowance applies for 12 months of full exclusion of incremental increase, and 12 months of phase-in exclusion.

No earned income disallowance will be applied after the 24-month period following the initial date the exclusion was applied.

Tracking the Earned Income Exclusion†
The earned income exclusion will be reported on the HUD Form 50058. Documentation will be included in the family’s file to show the reason for the reduced increase in rent. Such documentation will include:
1. Date the increase in earned income was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program, within six months after

†† Participants eligible for EID prior to May 9, 2016, are eligible for 12 cumulative months of the 100% disregard, and an additional 12 cumulative months of the 50% disregard. The earned income disallowance is limited to a lifetime 48-month period for each disabled family member; that is, the disallowance applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting on the date of the initial exclusion. SHA will track the dates earned income ends and resumes during the initial and phase in periods, ensuring that families do not receive more than 12 months of the initial or phase in disregard, and that the disregard is ended after 48 months whether or not the participant has received 24 months of the disregard.

CHAPTER 8
Last Updated: January 2019
receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date the 12-month phase-in period began; and
7. Ending date of the maximum 24-month (2-year) disallowance period (24 months from the date of the initial earned income disallowance).

SHA will maintain a tracking system to ensure correct application of the earned income disallowance.

SHA will apply the earned income disallowance at a family’s annual review or with an interim review, conditional on the date the income increase began.

C. Exclusion of Income from Qualified Training Programs

In order for SHA to exclude income while a participant is enrolled in a training program, SHA must ascertain that the income is earned from a qualified state or local employment training program. This rule applies to applicants, public housing residents and Section 8 participants. The Department of Housing and Urban Development (HUD) allows for the exemption of income based on very specific guidelines.

According to the HUD Code of Federal Regulations 24 CFR 5.609(c), annual income does not include the following:
1. “Amounts received under training programs that are funded by HUD;” or
2. “Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period which the family member participates in the employment training program.”

In order for the Section 8 Program to exempt training program income:
1. The training program must provide a current statement of goals and objectives to be attained through participation in the program and a specific timeline for such accomplishments; and
2. Ongoing training program participation must be a condition of the job placement. There must be a determination that the participant would not earn the same income in the job placement if he/she did not participate in the training program.

D. Minimum Rent [24 CFR 5.630 and SHA Board Resolution 4742, April 2004]

Minimum rent is $50. Minimum rent, in the HCV Program, refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities.

The minimum rent applies to all participants of the SHA Housing Choice Voucher Program except residents of certain properties assisted by Project-based vouchers, as further described in Chapter 5.

Hardship waiver for minimum rents
Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:
1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The out of pocket medical expenses equal or exceed 50% of the gross household income and calculated rent, minus utility estimate if applicable, would be less than $50.
3. The household has lost federal, state or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.

4. The household income has decreased due to a change in circumstances, such as loss of employment and no income was received into the household the previous month.

**Foregone rent for short-term hardship must be repaid**
SHA shall promptly make a determination whether the hardship is short-term or long-term. If SHA determines that the hardship is short-term, it may grant a temporary hardship waiver for up to 90 days. At the end of the 90 day period, the family must repay the foregone rent for the previous 90 days as well as begin making payments of $50 from that point forward. The family may request a payment plan for the deferred rent from the hardship period.

**E. Definition of Temporarily/Permanently Absent [24 CFR 982.54(d) (10), 982.551]**
SHA must compute all applicable income of every family member, including those who are temporarily absent. SHA must count the income of any household member if that person is temporarily absent. “Temporarily absent” is defined as away from the unit for less than 60 days for the head of household and less than 180 days for all other household members. Absences due to temporary relocation or due to employment are limited to 180 days for any household member, including the head of household.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. SHA will evaluate absences from the unit using this policy.

**Absence of Any Member**
Any member of the household will be considered permanently absent if he or she is away from the unit for 180 days or more, except as otherwise provided in this Chapter.

**Absence Due to Medical Reasons**
If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, SHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with SHA’s “Absence of Entire Family” policy.

**Absence Due to Full-Time Student Status**
Full-time students whose primary residence is other than the subsidized unit will be considered permanently absent from the household.

**Absence Due to Incarceration**
Any member of the household will be considered permanently absent if he or she is incarcerated for 60 consecutive days.
SHA will determine if the reason for incarceration is for drug-related or violent criminal activity.

**Absence of Children Due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, SHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 12 months from the date of removal of the child/children, the voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with SHA’s subsidy standards.

**Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, SHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify SHA before they move out of a unit and to give SHA information about any family absence from the unit.

If the entire family is absent from the assisted unit for more than 60 consecutive days or if SHA otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and the assistance will be terminated.

“Absent” means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, SHA may investigate the situation by taking action, including but not limited to the following:

1. Write letters to the family at the unit;
2. Telephone the family at the unit;
3. Interview neighbors;
4. Verify if utilities are in service; and
5. Check with the post office.

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days’ limit.

**Caretaker for Children**

If neither parent remains in the household, nor the appropriate agency determined that another adult to be brought into the assisted unit to care for the children for an indefinite period, SHA will treat that adult as a visitor for the first 30 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, SHA will review the status at 180-day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, SHA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, SHA will state in writing that the transfer of the voucher is for that limited time or as long as the caretaker has custody of the children. SHA will use discretion as deemed appropriate in determining any further assignation of the voucher on behalf of the children.
The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When SHA approves a person to reside in the unit as caretaker for the child/children, the person’s income should be counted pending a final disposition. SHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases. If a member of the household is subject to a court order that restricts him or her from the home for more than six months, the person will be considered permanently absent.

**Visitors/Unauthorized Adults in Unit**

Any adult not included on HUD Form 50058 who has been in the unit more than 14 consecutive days without SHA approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. In extenuating circumstances, a participant may request an extension of these time periods which SHA will consider on a case-by-case basis.

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

Statements from neighbors and/or the landlord will be considered in making the determination. Use of the unit address as the visitor’s current residence for any purpose that is not explicitly temporary 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 SHA will terminate assistance, since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 181 days per year, the minor will be considered to be an eligible visitor and not a family member.

**Reporting Additions to Owner and SHA**

Reporting changes in household composition to SHA is both a HUD and an SHA requirement. The family obligations require the family to request SHA approval to add any other family member as an occupant of the unit and to inform SHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

If the family does not obtain prior written approval from SHA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to SHA in writing within 10 business days of the maximum allowable time.

An interim reexamination will be conducted for any additions to the household.
In addition, SHA will require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court-awarded custody.

**Reporting Absences to SHA**

Reporting changes in household composition is both a HUD and an SHA requirement.

If a family member leaves the household, the family must report this change to SHA, in writing, within 10 business days of the change and report whether the member is temporarily absent or permanently absent.

SHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

**F. Averaging Income [24 CFR 5.609 (d)]**

When annual income cannot be anticipated for a full 12 months, SHA may average known sources of income that vary to compute an annual income, or annualize current income and conduct an interim re-examination if income changes. If there are bonuses or overtime which the employer cannot anticipate for the next 12 months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments. The method used depends on the regularity, source and type of income.

**G. Minimum Income/Reported Zero Income/Credit Checks**

There is no minimum income requirement. Families who report zero income are required to report to SHA in writing any new income within 10 business days of the receipt of the income. SHA will then conduct an interim review for the family.

Families that report zero income (or any income lower than appears necessary to maintain the family) will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family’s likely expenses exceed their known income, SHA will make inquiry of the head of household as to the nature of the family’s accessible resources. SHA may also conduct a credit check for the household, to determine whether the reported income and family composition is consistent with the household’s credit relationships and expenditures.

**H. Income of Person Permanently Confined to Nursing Home [24 CFR 982.54(d) (10)]**

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, SHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

1. Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member; or
2. Include the income and deductions of the person permanently confined to the nursing home.
I. Regular Contributions and Gifts [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received reliably or periodically will be considered a “regular” contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 9, Verification Procedures)

J. Alimony and Child Support [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, SHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

SHA will accept verification that the family is receiving an amount less than the award if:
1. SHA receives verification from the agency responsible for enforcement or collection; or
2. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family’s responsibility to supply a certified copy of the Divorce Decree.

K. Lump-Sum Receipts and Income from Trusts [24 CFR 5.609]

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Any lump-sum additions that are counted as assets will only be counted at a family’s annual review, unless the family reported zero income at the time of their last review, in which case the cash value of the lump-sum amount will be added as assets at an interim review.

Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic payments (excluding SS or SSI benefits), which have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of the lump-sum receipt being counted as income, SHA uses a calculation method which calculates retroactively or prospectively, depending on the circumstances.
Prospective Calculation Methodology
To be used at interims being done for previously zero income families, or for families who report the lump-sum receipt for the first time during their annual re-examination. If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an adjustment calculated as follows:

For annuals:
1. The entire lump-sum payment will be added to the annual income at the time of the annual review.

For interims:
1. SHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim;
2. At the next annual recertification, SHA will apply the percentage balance to the lump-sum and add it to the rest of the annual income; and
3. The lump-sum will be added in the same way for any interims that occur prior to the next annual recertification.

Retroactive Calculation Methodology
To be used for non-zero income families who report the lump-sum receipt at their annual review but where the actual receipt occurred between annual re-exams. SHA will go back to the date the lump-sum payment was received, determine the amount of income for the certification period, including the lump sum, and recalculate the tenant rent for the certification period to determine the amount due SHA.

SHA will enter into a payment agreement with the family, unless the family confirms they are able to pay the retroactive amount with a single payment.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees
The family’s attorney fees may be deducted from lump-sum payments, when computing annual income, if the attorney’s efforts have recovered lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Income from Trusts [24 CFR 5.603 (b) (2)]
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 income under 24 CFR 5.609.

SHA will exclude costs to maintain the trust when determining annual income derived from a trust fund.

Trust distributions that are used solely to pay costs of maintaining the trust shall not be considered income to the family.

L. Retirement Funds - Assets [24 CFR 5.603 (b)]

Company retirement/pension funds are handled as follows:
1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment;
2. After retirement or termination of employment, count as an asset any amount the employee...
 elects to receive as a lump-sum; and

3. Include in annual income any retirement benefits received through periodic payments.

M. Assets Disposed of for Less Than Fair Market Value [24 CFR 5.603 (b) (3)]

SHA must count assets disposed of for less than fair market value during the two years preceding certification or re-examination. SHA will count the difference between the market value and the actual payment received in calculating total assets.

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

SHA’s minimum threshold for counting assets disposed of for less than fair market value is $50,000.†‡ If the total value of assets disposed of within a one-year period is less than $1,000, they will not be considered an asset.

N. Child Care Expenses [24 CFR 5.603]

Child care expenses for children age 12 and under may be deducted from annual income if they enable an adult to work or attend school, or to actively seek employment.

In the case of a school-age child attending private school, only after-hours care can be counted as child care expenses.

Child care expenses are allowed based on the following guidelines:

**Child care to work**
The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.

O. Medical Expenses [24 CFR 5.603, 5.611 (3) (i)]

Eligible medical expenses are deducted from the total household income if the total medical expenses exceed 3% of annual income and the head of household, co-head, or spouse is elderly (over 62) or disabled.

P. Pro-ratation of Assistance for “Mixed” Families [24 CFR 5.520]

**Applicability**
Pro-ratation of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

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†‡ The asset threshold was raised to $50,000 ($5,000 for tax credit units) using Seattle Housing’s Move to Work authority effective with new applications received on or after September 1, 2010 and, for existing participants, with Annual Reviews effective January 1, 2011 and after.

CHAPTER 8
Last Updated: January 2019
**Pro-rated Assistance Calculation**

Pro-rated 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 actually are eligible. Calculations for each housing program are performed on HUD Form 50058.

**Q. Income Changes Resulting from Welfare Program Requirements [24 CFR 5.605]**

SHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

1. Fraud by a family member in connection with the welfare program;
2. Failure to participate in an economic self-sufficiency program; or
3. Non-compliance with a work activities requirement.

However, SHA will reduce the rental contribution if the welfare assistance reduction is a result of:

1. The expiration of a lifetime time limit on receiving benefits;
2. A family member not complying with other welfare agency requirements, not related to WorkFirst;
3. A family member complying with welfare agency economic self-sufficiency or work activities requirements, who cannot or has not obtained employment. For example, the family member has complied with welfare program requirements, but the duration time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits; or
4. Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family’s income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction. The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

**Verification before Denying a Request to Reduce Rent**

SHA will obtain written verification from the welfare agency stating that the family’s benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements before denying the family’s request for rent reduction.

The welfare agency, at the request of SHA, will inform SHA of:

1. Amount and term of specified welfare benefit reduction for the family;
2. Reason for the reduction; and
3. Subsequent changes in term or amount of reduction.

**Cooperation Agreements**

SHA has a cooperation agreement in place with the local welfare agency, which assists SHA in obtaining the necessary information regarding welfare sanctions.

SHA has taken a proactive approach to promoting an effective working relationship between SHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to Housing Choice Voucher and public housing residents.
R. Utility Estimate and Utility Assistance Payments [24 CFR 982.517]\textsuperscript{§§}

The same utility estimate schedule is used for all tenant-based programs, except for participants who choose to use their tenant-based Voucher in an SHA HOPE VI unit. HOPE VI units have a separate schedule which SHA calculated based on actual consumption data. HOPE VI properties include New Holly, Rainier Vista, and High Point. See the Appendix for the current utility estimate schedule.

The utility estimate accounts for the cost of utilities not included in the rent. The estimate is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of the same size and utility type in the same locality. Estimates are not based on an individual family’s actual energy consumption.

SHA’s utility estimate schedule, and the utility estimate for an individual family, includes the utilities and services not paid for by the housing provider that are necessary in the locality to provide housing that complies with the Housing Quality Standards, but not for non-essential utility costs, such as costs of telephone, cable television or air conditioning.

Utilities are classified in the utility estimate schedule according to the following categories:

- owner pays all utilities
- tenant pays all utilities
- tenant pays energy utilities only
- tenant pays electricity, not including heat

SHA will review the utility estimate schedule annually. If the review determines that a standard utility rate has changed by 10 percent or more since the last revision of the utility estimate schedule, the schedule will be revised to reflect the new standard utility rate. Revised utility estimate will be applied in a participant family’s rent calculation at their next re-examination. If the review determines that any change to standard utility rates is less than 10 percent since the last revision, the utility estimate schedule will not change however a new effective date will be published so that the schedule remains current within 12 months.

SHA will review the consumption data used in the calculation of the utility estimates at least every 5 years. The approved utility estimate schedule for the eligible voucher size is provided to families when they are issued a voucher.

Where the calculation on HUD Form 50058 results in a utility assistance payment due the family [24 CFR 982.514(b)], SHA will provide a utility assistance payment for the family each month. The check will be made out directly to the tenant.

**Hardship waiver for utility estimates**

Any household with a utility estimate may petition in writing for a hardship waiver, except households that are leasing a larger unit than their assigned Voucher size. The household must provide 12 months of utility bills that, combined, exceed the designated utility estimate by 50% or more.

Hardship waivers will be reviewed by the HCV Occupancy Manager and, if approved, Seattle Housing will use the average of their actual utility costs as the utility estimate for the following 6 months. During this time, it is expected that the household will either have reduced their utility consumption or have elected to move to a more energy efficient unit.

\textsuperscript{§§} Effective October 1, 2011 SHA implemented the new utility estimate policy which streamlines the prior complex method of calculating estimated utility costs for the HCV Program. Some households will experience an increase in their portion of the rent to owner as a direct result of the conversion to the simplified utility table. To mitigate the impact of implementation on HCV participants, households whose utility estimate will decrease by more than $50 will have the utility estimate phased in beginning with their annual review and then an interim review six months later.

CHAPTER 8
Last Updated: January 2019
CHAPTER 9 - VERIFICATION PROCEDURES


HUD regulations require that Seattle Housing verify applicants’ and participants’ eligibility and Total Tenant Payment/Family Share. Seattle Housing staff will obtain upfront verification from independent third-party sources whenever possible and may obtain third party verification.

Applicants and program participants must provide true and complete information to Seattle Housing whenever information is requested. Seattle Housing’s verification requirements are designed to maintain program integrity. Seattle Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Seattle Housing may also require a credit check to evaluate the family’s description of its income compared to its credit relationships and recurring financial obligations.

This Chapter explains Seattle Housing’s procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. Seattle Housing will obtain proper authorization from the family before requesting information from independent sources.

A. Methods of Verification and Time Allowed [24 CFR 982.516]

Seattle Housing will verify information through the methods of verification acceptable to HUD in the following order:

1. Upfront income verification via HUD’s Enterprise Income Verification (EIV) system;
2. Upfront income verification (non-EIV);
3. Third-party written original or authentic document;
4. Third-party written verification form;
5. Third-party oral;

Seattle Housing will allow two weeks for return of third-party verification forms, and two weeks to obtain other types of verifications before going to the next method. Seattle Housing will document the file as to why the previous verification level was not used.

For voucher issuances, verifications may not be more than 180 days old***.

For Annual Reviews, upfront verifications may not be more than 120 days old and tenant-supplied verification documents must be current within 90 days of the submission deadline stated in the family’s initial notification letter.

Verifications for all other certifications may not be more than 60 days old as of the processing date.

**Upfront Income Verification**

“Upfront” income verification is used to verify wage information through EIV, state or national employment information data banks. Seattle Housing will employ the upfront method of income verification as the preferred way to obtain third-party wage information. For example, reports obtained from the State of Washington Department of Employment Security, The Work Number Web site (www.theworknumber.com), or any other similar data collection Web sites can be used to calculate annual income in conjunction with written or oral verification that the participant remains with the same employer.

*** Seattle Housing exercises Move to Work authority to increase this timeframe from the 60 days cited in 24 CFR 982.201(e).
Third-party Written Original or Authentic Documents
In the event that non-EIV upfront verification is unavailable, Seattle Housing will annotate the file accordingly and utilize documents provided by the family as the primary source of verification, if the documents provide complete information.

All such documents, excluding any documents that prohibit the viewer from copying them, will be photocopied and retained in the applicant file.

Seattle Housing will accept the following documents from the family provided that the document is such that tampering would be easily noticed:
1. Printed wage stubs;
2. Computer print-outs from the employer;
3. Signed letters (may be confirmed by phone); and
4. Other documents noted in this Chapter as acceptable verification.

Seattle Housing will accept legible faxed documents with phone confirmation by Seattle Housing staff.

Seattle Housing will accept legible photocopies Seattle Housing staff or comparison to historical documents in the family's file.

If upfront verification is received after documents have been accepted as provisional verification, and there is a discrepancy, Seattle Housing will utilize a third-party verification form.

Third-Party Written Verification Form
Seattle Housing staff may also verify wage information directly with the employer when the upfront income verification method is not applicable and the applicant/participant is unable to produce original/authentic third-party documentation or the documentation provided appears to be insufficient and/or altered. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

In general, it is preferable for Seattle Housing to mail or fax forms directly to the third party source. However, when verification forms are returned to Seattle Housing by the family, they will be orally third-party confirmed by Seattle Housing staff.

Seattle Housing will accept verifications in the form of computerized printouts delivered by the family from the following agencies:
1. Social Security Administration;
2. Veterans Administration; Department of Social and Health Services;
3. Office of Child Support Enforcement;
4. Employment Security Department; and
5. City or county courts.

Additionally, Seattle Housing may accept verifications in the form of computerized printouts delivered by the family for record of:
1. Bank Statements
2. Statement of Wages

To all extent possible, Seattle Housing will not delay the processing of an application or review beyond 10 business days because a third-party information provider does not return the verification in a timely manner.
Third-Party Oral Verification
Oral third-party verification will be used when written third-party verification:

1. Is delayed or not possible;
2. Is submitted in fax or photocopy format; or

When third-party oral verification is used, staff will be required to document with whom they spoke, the date of the conversation, and the facts provided. Seattle Housing will compare the information to any documents provided by the family. If provided by telephone, Seattle Housing must originate the call.

Self-Certification/Self-Declaration
As a last resort, when verification of income from tips/gratuities, self-employment, or other income cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

*Self-certification means a certification/statement made under penalty of perjury.*

B. Release of Information [24 CFR 5.230]

Adult family members will be required to sign a Release of Information form.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD-prescribed and approved verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by Seattle Housing or HUD.

C. Computer Matching

When Seattle Housing receives notification from HUD that a family has an “income discrepancy”, Seattle Housing will request the appropriate verifications to confirm the discrepancy. If the verification confirms the discrepancy, Seattle Housing may conduct an interim review, require repayment of overpaid subsidy, and/or may terminate the family from the program.

D. Items to be Verified [24 CFR 982.516]

The following items shall be verified:

1. All income including regular contributions and gifts;
2. Student status, including high school, for all students who are 18 or over;
3. Current assets, regardless of amount, required for all new applicants and new adult additions to existing participant households and, for recertification, when total value is equal to or greater than $50,000 ($5,000 for tax credit units)†††, including assets disposed of for less than fair market value in preceding two years. If the family claims on Seattle Housing forms that they have no bank accounts/assets at all, Seattle Housing will not require the family to submit a bank/financial statement unless there is a previous history in the file of a particular asset. In such an instance the family will be required to provide verification that the account is closed or the asset has been disposed of;
4. Unreimbursed child care expense where it allows an adult family member to be employed, seek employment, or to further his or her education;

††† The asset threshold was raised to $50,000 ($5,000 for tax credit units) using Seattle Housing’s Move to Work authority effective with new applications received on or after September 1, 2010 and, for existing participants, with Annual Reviews effective January 1, 2011 and after.
5. When requested by Seattle Housing, total unreimbursed medical expenses of all family members in households whose head, spouse or co-head is elderly or disabled;

6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member, including the disabled family member, to be employed;

7. Disability for determination of preferences, allowances or deductions, or reasonable accommodation requests;

8. Immigration status of all persons who declare eligible immigration status;

9. Social Security Numbers for all family members who have been assigned a Social Security Number;

10. "Local preference" status;

11. Familial/marital status when needed for head or spouse definition; and

12. Verification of reduction in benefits for non-compliance. Seattle Housing will obtain written verification from the welfare agency stating that the family’s benefits have been reduced for fraud or non-compliance before denying the family’s request for rent reduction.

E. Verification of Income [24 CFR 982.516]

Seattle Housing may also require a credit check to evaluate the family’s description of its income compared to its credit relationships and recurring financial obligations.

This section defines the methods Seattle Housing will use to verify various types of income.

**Employment Income**

Verification forms request the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Date of the last pay increase;
4. Likelihood of change of employment status, and effective date of any known salary increase during the next 12 months;
5. Year-to-date earnings; and
6. Estimated income from overtime, tips, and bonus pay expected during next 12 months.

Acceptable methods of verification include the following, in order of preference:

1. Wage reports from Enterprise Income Verification (EIV), state or national data banks;
2. Consecutive check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year-to-date earnings, and employee's name;
3. Employment verification form completed by the employer;
4. Oral confirmation of above information by Seattle Housing staff via phone with employer;
5. Income tax return forms for the most current year; and
6. Self-certifications (accompanied by income tax returns where possible) signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service.

If the participant does not provide documented proof, Seattle Housing will obtain proof to verify the federal tax data using third-party verification.

In cases where there are questions about the validity of information provided by the family, Seattle Housing will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

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Social Security, Pensions, Supplementary Security Income (SSI), Disability Income
Acceptable methods of verification include the following, in order of preference:
1. EIV
2. Benefit verification form completed by agency providing the benefits;
3. Award or benefit notification letters prepared and signed by the providing agency; and
4. Computer report electronically obtained or in hard copy.

Unemployment Compensation
The acceptable method of verification is a computer report electronically obtained or in hard copy from unemployment office stating payment dates and amounts.

Welfare Payments or General Assistance
Acceptable method of verification includes the following:
1. DSHS Benefit Verification system only;
2. This can be clarified with a call to the local CSO.

Alimony or Child Support Payments
Acceptable methods of verification include the following, in order of preference:
1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or, if not filed with the courts, a Divorce Decree stating amount and type of support and payment schedules; or
3. A letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances (for cases not filed with the courts):
1. A welfare notice of action showing amounts received by the welfare agency for child support; and
2. A written statement from an attorney certifying that a collection or enforcement action has been filed (only if support agreement was not filed through the courts).

Net Income from a Business
In order to calculate the income from a business, Seattle Housing will require the family to complete the HCV Self Employment Certification form. In addition, the family must submit a copy of their most recent tax return, if one has previously been filed. Seattle Housing will project annual income based on the net amount the family declares unless there is a pattern of under-reporting income established through a review of 2 previous years’ IRS and financial documents.

Acceptable IRS and financial documents include the following, in order of preference:
1. IRS Form 1040, including:
   a) Schedule C (Small Business);
   b) Schedule E (Rental Property Income);
   c) Schedule F (Farm Income); and
   d) If accelerated depreciation was used on the tax return or financial statement, an accountant’s calculation of depreciation expense computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business;
3. Credit report or loan application; and
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
Child Care Business
If an applicant/participant is operating a licensed day care business, income will be verified as with any other business. The family will be required to complete the HCV Self-Employment Certification form.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, third-party verification will be sent to the parent whose child was cared for, or Seattle Housing will accept a letter from the parent.

Recurring Gifts
The family must furnish a letter from the person(s) who provide the gift(s) which contains the following information:
1. Contact information for the person who provides the gifts;
2. The value of the gifts;
3. The regularity (dates) of the gifts; and
4. The purpose of the gifts.

Zero Income Status
Families claiming to have no income may be required to complete an income interview.

Seattle Housing will verify the absence of benefits from Employment Security and the Department of Social and Health Services for all adult household members claiming to have no income. In addition, if there are minors residing in the household Seattle Housing will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or Social Security Insurance income, Seattle Housing will require verification of the date the benefit was terminated. Seattle Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Seattle Housing may also conduct a credit check to evaluate the family’s description of its income compared to its credit relationships and recurring financial obligations.

Student Eligibility and Income Calculation
Seattle Housing will verify student eligibility using HUD requirements at admission and on an annual ongoing basis. Where applicable, Seattle Housing will also verify student assistance and cost of tuition.

Student Status
Only the first $480 of the earned income of full-time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by students are not counted towards family income but verification of the frequency and amount of funds received is required, unless the result of the student eligibility says to include over cost of tuition. Verification of student status includes written verification from the registrar’s office or other school official that the student is enrolled during the semester/quarter the family’s eligibility review is taking place. School verification must include confirmation of how many credits will be taken and/or full-time status according to the standards of the institution.

If the above listed verification is not available due to the time of the regularly scheduled review, Seattle Housing will accept any documentation from the institution that shows the student will be enrolled full-time and/or how many credits to be taken in the regular school year.
F. Income from Assets [24 CFR 982.516]

**Savings Account Interest Income and Dividends**
Acceptable methods of verification include the following, in order of preference:
1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution;
2. Broker’s statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker’s oral verification); and
3. IRS Form 1099 from the financial institution, provided that Seattle Housing adjusts the information to project earnings expected for the next 12 months.

**Interest Income from Mortgages or Similar Arrangements**
Acceptable methods of verification include the following, in order of preference:
1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown); and
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

**Net Rental Income from Property Owned by Family**
Acceptable methods of verification include, in this order:
1. IRS Form 1040, with Schedule E (Rental Income);
2. Copies of latest rent receipts, leases, or other documentation of rent amounts;
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; and
4. Lessee’s written statement verifying rent payments to the family and family's self-certification as to net income realized.

G. Verification of Assets

**Family Assets**
Seattle Housing will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:
1. Verification forms, letters, or documents from a financial institution or broker;
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
3. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate;
4. Real estate tax statements if the approximate current market value can be deduced from assessment;
5. Financial statements for business assets;
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds;
7. Appraisals of personal property held as an investment; and
8. Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.
Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all certifications and re-certifications, Seattle Housing will obtain the family’s certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:
1. All assets disposed of for less than FMV;
2. The date they were disposed of;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained wherever possible.

H. Verification of Allowable Deductions from Income [24 CFR 982.516]

Child Care Expenses
Written verification from the person who receives the payments is required. If the child care provider is an individual, he or she must provide a statement of the amount he or she is charging the family for their services.

Verifications must specify the child care provider’s name, address, telephone number, Social Security Number or business tax ID number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

The family’s certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family’s child care expenses are subsidized, Seattle Housing will accept verification of the co-payment the family is responsible for as verification of child care expenses.

Medical Expenses
Families requesting an income deduction for medical expenses will be required to submit a certification of expenses documenting the type and amount of the family’s out-of-pocket portion of the expense.

Seattle Housing will consider eligible medical expenses paid by the household during the twelve month period prior to the Notice of Annual Review of Eligibility or application date. If the household experiences an increase or decrease in medical expenses between eligibility reviews, Seattle Housing will not conduct an interim review. Items or services that have not yet been paid for, that are covered by insurance, or that someone else paid for, are not eligible.

Expenses may be verified by one or more of the methods listed below:
1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of amounts paid by the household over the previous 12 months.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months previous to the annual notification or application date may be accepted to project annual medical expenses. Seattle Housing may require that the family submit documentation from the healthcare provider that states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment;
3. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family; and
4. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. Seattle Housing may also use verification from HUD’s Enterprise Income Verification system.
5. Copies of payment agreements or most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months; and
6. For any transportation-related expense claimed for a medical reason, Seattle Housing will use mileage at the IRS rate for the distance between the subsidized residence and the facility for medical treatment based on provider statements of appointments/visits.

For attendant care:
1. A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes;
2. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services;

**Assistance to Persons with Disabilities [24 CFR 5.611 (a) (ii)]**
In all cases:
1. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function independently enough to enable another family member to be employed; and
2. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant care:
1. Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and
2. Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary apparatus:
1. Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus; and
2. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

In all cases where Seattle Housing is counting medical expenses as deductions for a family, Seattle Housing will adhere to IRS guidelines regarding permissible and non-permissible medical expenses. Where the IRS guidelines are not sufficiently detailed, as in the case of some expenses allowable for persons with a disability, Seattle Housing staff may request a ruling from Seattle Housing’s Legal Department as to whether the expenses are required to be considered under applicable law, and may also request verification from a medical professional that the medical expenses are necessary and reasonable.

I. Verifying Non-Financial Factors [24 CFR 982.551]

**Verification of Legal Identity**
In order to prevent program abuse, Seattle Housing will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a...
document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

1. A valid or recently expired (60 days) United States driver’s license or state ID card;
2. U.S. passport;
3. Certificate of U.S. Citizenship (INS Form N-560 or N-561);
4. Certificate of Naturalization (INS Form N-550 or N-570);
5. Valid foreign passport, with I551 stamp or attached INS Form I-94 indicating unexpired employment authorization;
6. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551);
7. Valid Reentry Permit (INS Form I-571); and
8. Veterans Administration issued photo ID card

Documents preferred for the verification of legal identity for minors may be one or more of the following:

1. Hospital certificate
2. Birth certificate;
3. State Birth Registration Card with the child’s full name and birth date;
4. State ID card;
5. DSHS medical coupon that documents the child’s birth date and full name or last name and initials;‡‡‡ and
6. Any valid INS document from the list above that documents the child’s name and birth date.

If a household certifies its inability to provide one of the above documents due to homelessness, disability, or other significant issue, to avoid creating a potential barrier to that household obtaining housing, Seattle Housing may review and accept alternative forms of identification at the discretion of the Occupancy Manager.

Familial Relationships
Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. In those instances when the family is requesting to add a new member to the household additional verification will be required.

The following verifications will be required if applicable:

Verification of relationship

1. Birth Certificates or hospital verification of birth;
2. Baptismal Certificates where the names of the parent(s) and the birth date are noted;
3. Official court paperwork of custody assignment or adoption decree; and

Verification of guardianship:

1. Court-ordered assignment.

Verification of Permanent Absence of Family Member
If an adult member who was formerly a member of the household is reported permanently absent by the family, Seattle Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver’s license, or lease or rental agreement, if available;
3. Family provides statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location;

‡‡‡ DSHS has ceased issuing medical coupons with sufficient information for HCV use. Coupons received prior to May 2010 remain acceptable verification to have on file, but the HCV program cannot accept the new medical card that DSHS phased in over April and May 2010, as it does not contain sufficient information for HCV use.

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4. If the adult family member is incarcerated, a document from the court or correctional facility should be obtained stating how long they will be incarcerated; or
5. As a last resort, if no other proof can be provided, Seattle Housing will accept a self-certification from the head of household, or the spouse or co-head if the head is the absent member.

Verification of Change in Family Composition
Seattle Housing may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability
Verification of disability for the purpose of qualifying for a deduction from income must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format. If Seattle Housing is in receipt of either of these verifications, the individual will be noted as disabled in their applicant/participant record and the household may be eligible for an income deduction.

Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]
To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by US Department of Homeland Security, US Citizenship and Immigration Services. Each family member must declare his or her status once. A household cannot be admitted to the program until all members who declare to have eligible immigration status provide verification of their status. However, assistance cannot be delayed, denied, or terminated while confirmation from the Department of Homeland Security (DHS) of eligible status is pending.

Citizens or Nationals of the United States are required to sign a declaration of citizenship under penalty of perjury.

Seattle Housing will not require citizens to provide documentation of citizenship other than their certification on Seattle Housing’s Declaration of Citizenship form.

Eligible Immigrants who were Participants and 62 or Over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-Citizens with Eligible Immigration Status must sign a declaration of status and verification consent form and provide their original immigration documents which Seattle Housing will copy front and back and return to the family. Seattle Housing verifies the status through the DHS SAVE system. If this primary verification fails to verify status, Seattle Housing must request within 10 days that the DHS conduct a manual search.

Ineligible Family Members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-Citizen Students on Student Visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.
Failure to Provide Required Documentation
If a participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family will be denied or terminated for failure to provide required information.

Time of Verification
For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of admission.

For family members added after other members have been verified, the verification must occur before the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, Seattle Housing must conduct the determination.

Extensions of Time to Provide Documents
Seattle Housing will grant an extension of 10 business days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration
The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register:
1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);
3. Arrival-Departure Record (I-94); and
4. Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status.

All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If Seattle Housing determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 36 months, unless the ineligible individual has already been considered in pro-rating the family's assistance.

Verification of Social Security Numbers [24 CFR 5.216]
Social Security Numbers must be provided as a condition of eligibility for all family members who have been assigned a number. Verification of Social Security Numbers will be done through an original Social Security card issued by the Social Security Administration. If a family member cannot produce an original Social Security card, the only other acceptable documentation is an original document assigned by a federal, state, or local government agency, which contains the name and SSN of the individual, along with other identifying information.

If the family member is part of a HUD-VASH program household, the following documents may also be accepted:
1. The Certificate of Release or Discharge from Active Duty (DD-214);
2. VA-verified Application for Health Benefits (10-10EZ)
3. VA-issued photo identification card.

New family members with an assigned SSN will be required to produce their original Social Security card or provide the substitute documentation described above. This information is to be provided at
the time the change in family composition is reported to Seattle Housing. A new family member who is under the age of 6 and does not have an assigned SSN must provide verification of an assigned SSN within 90 days of being added to the household.

If an applicant or addition to a participant household is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or addition cannot be admitted to the program.

If the family member states they have not been issued a number and is a member of a household who’s other member(s) can provide verification of their SSN, the family member will be required to sign a certification to this effect. Seattle Housing will obtain a HUD issued alternate ID to use until the Social Security number is obtained.

J. Verification of Waiting List Preferences

**Extremely Low Income Families**

The family’s gross annual income (i.e. all forms of income received by the family prior to any deductions and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD’s Extremely Low-Income Limits for the Seattle/Bellevue metropolitan statistical area and adjusted for household size. If the family does not qualify based on the current annualized income, as of the date the application was completed, the gross annual income for the 12-month period prior to the determination of eligibility shall be compared to HUD’s current Extremely Low-Income Limits for the Seattle/Bellevue metropolitan statistical area and adjusted for household size.

**Verification of Homelessness**

Seattle Housing requires written certification by a public or private facility providing shelter, the police, or a case management/transitional housing/housing search or counseling-providing social services agency, certifying that the family either is currently homeless as of the date of the determination of eligibility, or was homeless for a period during the 12-month period prior to the date of the eligibility determination.

Existing program participants as of January 31, 2010 who have previously disclosed a valid SSN or who are 62 years of age or older and have not previously disclosed a valid SSN are exempt from these disclosure requirements. [HUD Notice PIH 2010-3]
SHA will conduct a mandatory briefing, in accordance with HUD requirements and Seattle Housing policies, at the time it issues a voucher to a new participant family, to ensure that the family knows how the program works. The briefing will provide a broad description of owner and family responsibilities, SHA procedures, and information on how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program, including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for extensions and suspensions of vouchers.

It also addresses new voucher issuances when family composition changes.

**A. Briefing Types and Required Attendance [24 CFR 982.301]**

**Initial Applicant Briefing**
A full briefing, as required by HUD, will be conducted for applicant families prior to being issued a vouchers. Families may attend group briefings and then meet with SHA staff, who will issue their voucher and provide further detailed information about the program as necessary.

Briefings will be conducted in English, language interpreters will be provided upon written request.

SHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher.

**Missing Scheduled Briefings**
Applicants who provide prior notice of inability to attend a briefing will generally be scheduled for the next available or a future briefing.

Applicants who fail to attend a scheduled briefing without prior notice will automatically be scheduled for the next available briefing. Applicants who fail to attend two scheduled briefings, without prior notification and approval by SHA, may be denied admission based on failure to supply information needed for certification.

The briefing format for families who have family members with disabilities may be modified upon request by the family. This may include conducting one-on-one briefings on site or outside the office. Such families may, however, be required to complete a formal written request for an accommodation of the disability.

**Content of Briefings [24 CFR 982.301(a)]**

The briefing shall include information on the following subjects:

1. A description of how the voucher program works;
2. Family and owner responsibilities;
3. Where the family may lease a unit, including renting a dwelling unit inside or outside SHA’s jurisdiction;
4. An explanation of how portability works;
5. The advantages of moving to an area that does not have a high concentration of low income families; and

**Briefing Packet [24 CFR 982.301(b)]**
The family shall be provided a briefing packet which will include the following information required by 24 CFR 982.301(b), including the following:
1. The term of the voucher, and SHA policy on any extensions or suspensions of the term. If SHA allows extensions, the packet must explain how the family can request an extension;
2. How SHA determines the amount of the Housing Assistance Payment for a family, including:
   a) How SHA determines the payment standard for a family; and
   b) How SHA determines the Total Tenant Payment for a family.
3. How SHA determines the maximum rent for an assisted unit;
4. Where the family may lease a unit. For a family that qualifies to lease a unit outside SHA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;
5. The HUD-required Tenancy Addendum that must be included in the lease;
6. The form that the family uses to request SHA approval of the assisted tenancy, and an explanation of how to request such approval;
7. A statement of SHA policy on providing information about a family to prospective owners;
8. SHA subsidy standards, including when SHA will consider granting exceptions to the standards;
9. The HUD brochure on how to select a unit;
10. Information on federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form;
11. A list of landlords or other parties known to SHA who may be willing to lease a unit to the family, or help the family find a unit, including information on the availability of accessible units for people with disabilities;
12. Family obligations under the program; and
13. SHA informal hearing procedures. This information must describe when SHA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

**Move Briefing**

A move briefing will be held for participants who will be reissued a voucher to move, and have given notice of intent to vacate to their landlord. This briefing shall include incoming and outgoing portable families. It may be conducted in a group format or through a personal interview.

**B. Assistance to Families Who Claim Discrimination**

SHA will give participants a copy of HUD Form 903 to file a complaint and/or refer them to the Seattle Office for Civil Rights.

**C. Term of Voucher: Expiration, Suspension, Extensions [24 CFR 982.303, 982.54(d) (11)]**

Following the briefing session, each household will be issued a voucher, which represents a contractual agreement between SHA and the family, specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

**Expiration**

The voucher is valid for a period of at least 60 calendar days from the date of issuance. The family must have a Request for Tenancy and Lease submitted on their behalf by a landlord within the 60-day period, unless an extension has been granted by SHA.

If the voucher expires, and is not extended by SHA prior to the date of expiration, the family will be denied assistance.

The family will not be entitled to a review or hearing when a voucher expires.
If the family is currently assisted, and has been issued a voucher to move, they may remain as a participant in their unit for as long as there is an assisted lease/contract in effect.

**Suspensions**

When a Request for Approval of Tenancy is received, the voucher is suspended – i.e., the number of days required to process the request is not included in the 60-day term of the voucher.

**Extensions**

A family may request an extension of the voucher term. All requests for extensions must be submitted in writing prior to the expiration date of the voucher.

The HCV Administrator or designee may extend the term of the voucher beyond the total of 120 days if an extension is necessary to make the program accessible to a family member with a disability. The extension shall be for a specific period of time reasonably required for the accommodation.

Extensions up to 180 days may be granted upon receipt of the written request. Extensions beyond 180 days may also be granted, at the discretion of the HCV Administrator or designee, for extenuating circumstances.

The HCV Administrator or designee may examine all extenuating circumstances including, but not limited to:

- Extended hospitalization (i.e., more than 15 days);
- Death of an immediate family member;
- Inability to find a unit due to disability related unit accessibility requirements;
- Unit size requirements of five or more bedrooms; and/or
- Market conditions in high opportunity neighborhoods.

Verification of disability and/or extenuating circumstances may be required.
After a family is issued a voucher, they may search for a unit anywhere within SHA's jurisdiction, or outside of SHA’s jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with SHA. This chapter defines the types of eligible housing and SHA’s policies which pertain to initial inspections, lease requirements, and the processing of Requests for Tenancy Approval (RFTA).

**A. Request for Tenancy Approval [24 CFR 982.302, 982.305]**

The Request for Tenancy Approval (RFTA) must be submitted on behalf of a family by the proposed landlord during the term of the voucher. The landlord must submit the Request for Tenancy Approval in the form and manner required by SHA.

The Request for Tenancy Approval must be signed by both the owner and voucher holder. SHA will not permit the family to submit more than one RFTA at a time.

SHA**** will review the Request for Tenancy Approval and approve it if:

1. The unit is an eligible type of housing;
2. At the time of inspection, the unit meets HUD’s Housing Quality Standards (and any additional criteria as identified in this Administrative Plan);
3. At the time of inspection, the rent is reasonable;
4. The security deposit is approvable in accordance with any limitations in this Plan;
5. The owner is approvable, and there are no conflicts of interest (See Owner Disapproval section below); and
6. The family’s share of rent and utilities does not exceed 40 percent of the family’s monthly adjusted gross income, which shall include exempt income in the calculation of income for this purpose (see Chapter 13, Owner Rents, Rent Reasonableness and Payment Standards).

**Disapproval of Request for Tenancy Approval**

If SHA determines that the request cannot be approved for any reason, the landlord and the family will be notified by phone. SHA will instruct the owner and family what is necessary to approve the request.

When, for any reason, an RFTA is not approved, SHA will furnish another RFTA form to the family so that the family can continue to search for eligible housing.

**B. Eligible Types of Housing [24 CFR 982.352, 982.601]**

SHA will approve any of the following types of housing in the voucher program:

1. Congregate facilities (only the shelter rent is assisted; SHA does not pay for food, cleaning, or other services);
2. Single room occupancy (SRO) units; and
3. Units owned (but not provided an operating subsidy) by SHA.

A family can own a rental unit but cannot reside in it while being assisted. A family may lease and have an interest in a cooperative housing development.

****In all areas of this chapter, where it states that tasks are completed by SHA, this authority extends to an SHA appointed designee or contractor.
SHA may not permit a voucher holder to lease a unit that is receiving HCV project-based assistance or any duplicative rental or operating subsidies.


SHA will request a copy of the lease and HUD-required Tenancy Addendum after the unit has passed inspection. SHA shall specifically review the items listed below:
1. The tenant must have legal capacity to enter a lease under state and local law;
2. The lease must be enforceable under state and local law; and
3. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

The family and owner must submit a standard form of lease used in the locality by the owner, which is generally used for other unassisted tenants in the premises, within 10 business days of executing the lease. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:
1. The names of the owner and tenant;
2. The address of the unit rented (including apartment number, if any);
3. The amount of the monthly rent to owner;
4. The utilities and appliances to be supplied by the owner;
5. The utilities and appliances to be supplied by the family; and
6. The initial term of the lease (see below).

The HUD-prescribed Tenancy Addendum (HUD Form 52641) must be included in the lease word-for-word before the lease is executed.

Effective September 15, 2000, the owner’s lease must include the lead warning statement and disclosure information required by 24 CFR 35.92(b).

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant’s control on the premises is grounds to terminate tenancy.

Flat-Rate Utility Billing
If a flat rate fee is charged to tenants for utilities by the owner, the specifics of the flat rate must be detailed in the lease and not subject to change during the term of the lease. SHA will use the utility estimate from the utility schedule that includes the same utility types the flat rate fee includes per the lease (not the actual fee charged under the lease).

Start Date for New Lease after Tenant Moves: No Double Subsidy
SHA shall start a new lease for a participant who is moving with continued assistance or transferring from another subsidized program no sooner than the first of the month following the last month covered by a housing subsidy. SHA shall not make subsidy payments on behalf of the same family to both the former and the new landlord when a family moves mid-month. SHA may make exceptions for good cause depending on the reasons for a move before the end of the month.

Initial Term of the Lease
The initial term of the lease shall in most cases be 12 months. Leases of a shorter duration may be approved by the HCV Administrator or designee on a case-by-case basis for good cause. SHA shall not approve leases of more than 12 months, as these may not be enforceable under state law.
Actions before Lease Term
All of the following must be completed before the beginning of the initial term of the lease for a unit:
1. SHA has inspected the unit and has determined that the unit satisfies HQS (tenant-based program);
2. SHA has determined that the rent charged by the owner is reasonable;
3. The landlord and the tenant have executed the lease, including the HUD-required Tenancy Addendum;
4. SHA has approved leasing of the unit in accordance with program requirements; and
5. SHA has determined that the family’s share of rent and utilities does not exceed 40 percent of the family’s monthly adjusted gross income, which shall include exempt income in the calculation of income for this purpose.

D. Separate Agreements

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease, if the agreement is in writing and approved by SHA.

Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and non-payment of these agreements cannot be cause for eviction.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

For single family houses, SHA will not accept separate agreements for additional charges for garages, basements, or other structures or amenities located on the property.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by SHA. If agreements are entered into at a later date, they must be approved by SHA and attached to the lease.

Separate agreements for optional additional charges will not be used in the calculation of a tenant's affordability limit, but may be used in the calculation of reasonable rent for the property.

E. Rent Limitations [24 CFR 982.507]

SHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises (see Chapter 13, Owner Rents, Rent Reasonableness, and Payment Standards).
By accepting each monthly Housing Assistance Payment from SHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide SHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by SHA.

If the proposed gross rent is not reasonable, at the family’s request, SHA will negotiate with the owner to reduce the rent to a reasonable rent.

F. Disapproval of Proposed Rent: Affordability Cap [24 CFR 982.506, 982.508, MTW Plan]

40 Percent Affordability Cap on Rent and Utilities
Consistent with its Move to Work Contract, SHA shall use the following formula for determining whether rent plus utilities are affordable to families at the point of lease-up:

\[
\text{Adjusted gross income calculated as described in this Administrative Plan, which is consistent with 24 CFR Section 5.609, plus all income actually available to the family but which is excluded from Annual Income by 24 CFR 5.609(c).}
\]

If the rent is not affordable because the family share would be more than 40 percent of the family’s monthly adjusted gross income, including exempt income in the calculation for this purpose, SHA will negotiate with the owner to attempt to reduce the rent to an affordable rent for the family or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, SHA will continue processing the Request for Tenancy Approval.

If the owner does not agree on the rent to owner after SHA has tried and failed to negotiate a revised rent, SHA will inform the family and owner that the tenancy is disapproved.

Exception to the 40 Percent Affordability Cap
Requests for Tenancy Approvals which have rents within $10 of the family’s 40 percent affordability cap may be approved by an HCV Manager in order to increase housing opportunities and family choice.

All requests for rents higher than $10 above the 40 percent affordability cap must be approved by the HCV Administrator or designee, who must assess the reasonableness of the family’s reported income and housing costs, including an assessment of the family’s ability to sustain the housing situation and still meet the other necessities of life.

G. Information to Prospective Owners about Family’s Current and Previous Addresses [24 CFR 982.307, 982.54(d) (7)]

SHA will furnish prospective owners with the family’s current address as shown in SHA’s records and, if known to SHA, the name and address of the landlord at the family’s current and prior address.

SHA may make an exception to this requirement if the family’s whereabouts must be protected due to domestic abuse or witness protection.
SHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, their record of respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of SHA’s policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

H. Owner Disapproval [24 CFR 982.306]

Properties Owned by Family Members
For all leases executed after June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member.

SHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability, with documentation.

In no circumstances will SHA approve a tenancy in which the owner shares the unit with a relative who is assisted by a voucher.

See Chapter 18, Owner Disapproval and Restriction.

I. Change in Total Tenant Payment (TTP) Prior to HAP Effective Date

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract, the information will be verified and the total family share will be recalculated using the interim review guidelines outlined in Chapter 14. If the family does not report any change, SHA need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 days old.

J. Contract Execution Process [24 CFR 982.305(c)]

SHA prepares the Housing Assistance Payments Contract and Tenancy Addendum for execution. The family and the owner will attach the Tenancy Addendum to the lease and execute the lease agreement and the owner and SHA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.

SHA will retain a copy of all signed documents.

SHA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

For participants who are transferring from another subsidized program, HCV will not enter into a HAP Contract effective prior to the end of the initial lease term in the previous program.

The HCV Administrator or designee is authorized to execute a HAP Contract.

Owners must, upon request, provide the current address of their residence (not a Post Office box). The owner’s current address will be compared to the subsidized unit’s address.
Owners must provide an employer identification number or Social Security Number.

Owners must, on request, submit proof of ownership of the property, such as a deed or tax bill, and a copy of the management agreement if the property is managed by a management agent.

K. Change in Ownership

See Chapter 18, Owner Disapproval and Restriction.
Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes SHA's procedures for performing HQS inspections, and SHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term “HQS” in this Administrative Plan refers to the combination of both HUD and SHA requirements outlined in this Chapter.

A. Guidelines/Types of Inspections [24 CFR 982.401(a), 982.405]

SHA will perform six types of inspections:
1. Initial/move-in: Conducted upon receipt of Request for Tenancy Approval;
2. Annual: Must be conducted within 12 months of the previous annual inspection;
3. Biennial: Some units may qualify to be inspected every two years rather than annually (see the Biennial Inspections section below);
4. Move-out/vacate: Only for pre–October 2, 1995 contracts where there could be damage claims;
5. Special: At request of agency or other third-party, if SHA determines an inspection is warranted;
6. Complaint: At request of owner or family, if SHA determines an inspection is warranted; and
7. Quality control: Conducted by a Manager or designee to ensure the consistency and accuracy of SHA HQS determinations.

B. HQS Guidelines for Unit Size Selected

The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The occupancy maximums below may be exceeded if the unit has a room or rooms in addition to bedrooms and a living room which may be used for sleeping, under HQS. (See Section H Acceptability Criteria and Exceptions to HQS.)

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>Maxi Maximum Number in Household</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Bedroom</td>
<td>2</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>4</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>6</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>8</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>10</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>12</td>
</tr>
<tr>
<td>6 Bedrooms</td>
<td>14</td>
</tr>
</tbody>
</table>
C. Initial HQS Inspection [24 CFR 982.401(a), 982.305(b) (2)]

SHA or designee will inspect the unit, determine whether the unit satisfies the HQS, and notify the family and owner of the determination within 15 calendar days of the inspection; unless it is determined there is an inability to do so in the stated timeframe, in which case the file will be appropriately documented.

The unit must be vacant at the time of the initial inspection. However, exceptions may be approved on a case by case basis.

The initial inspection will be conducted to:

1. Determine if the unit and property meet the HQS defined in 24 CRF 982.401, and in this Plan; and
2. Document the information to be used, including current condition of the unit, for determination of rent-reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 10 business days to correct the items noted as fail, at the inspector's discretion, depending on the amount and complexity of work to be completed. The family and/or owner will be advised to notify SHA once repairs are completed, so that SHA can schedule a re-inspection.

If the unit fails the re-inspection, the owner will be allowed one additional re-inspection for repair work to be completed.

If the time period given by the inspector to correct the repairs has elapsed, or the unit fails the second re-inspection, SHA may not approve the tenancy and the family may be required to select another unit.

D. Annual/Biennial HQS Inspections [24 CFR 982.405(a)]

SHA conducts an inspection to determine continuing compliance with Housing Quality Standards at least one day prior to the previous annual inspection, unless the unit qualifies to be inspected biennially.

The family must allow SHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)]. Reasonable hours to conduct an inspection are between 8 a.m. and 5 p.m. Inspections may also be performed between the hours of 7 a.m. and 7 p.m., upon request by participants, providing an inspector is available. SHA will notify the family in writing or by phone at least two days prior to the inspection.

The family may have a representative over age 18 present for an inspection, if requested in writing, if an adult family member is unable to be present.

If the family is unable to be present, they must reschedule the appointment so that the inspection takes place within 10 days of the first scheduled inspection date. If the family does not contact SHA to reschedule the inspection, or if the family misses two inspection appointments, SHA will consider the family to have violated a family obligation and will terminate their assistance in accordance with Chapter 17 of this Plan.

†††† In the Initial Inspection section of this chapter, where it states that tasks are completed by SHA, this authority extends to an SHA appointed designee or contractor

CHAPTER 12
Last Updated: January 2019
Biennial Inspections

SHA inspects each unit under contract at least biennially to confirm that the unit still meets HQS requirements. The biennial inspection is conducted before the end of the calendar month in which the initial or last biennial inspection was completed to confirm that the unit still meets HQS.

SHA reserves the right to place units on an annual inspection or another alternative schedule if deemed appropriate.

Units are eligible to be inspected on a biennial schedule when they have two consecutive passes (pass or a pass with comment) on the last two annual inspections, except for units built prior to 1978 with a child under 6 years of age that is being added to the household when there is no other child under 6 years old already in the household.

A unit on a biennial schedule that has an Initial (move in) inspection will change to an annual schedule.

Units on a biennial schedule are considered low risk according to our MTW inspection policies, MTW activity 3.A.03.

Any unit owned by Seattle Housing Authority is on a biennial schedule (whether the inspection is an initial or an annual) unless the unit goes into abatement.

Fines for missed inspections

SHA may charge a reasonable fine to a family who fails to be present at an annual inspection scheduled in accordance with this Plan.

SHA may charge up to the actual cost of an inspection to an owner who fails to be present for a properly scheduled initial inspection.

SHA may also charge the full cost of inspection to an owner whose unit is in abatement (described below) but who has requested an inspection in order to continue on the program.

Re-Inspection

The family and owner are provided a written notice of the re-inspection appointment by mail.

If the family is not at home for the re-inspection appointment, another appointment is automatically scheduled by mail (assuming they did not miss the first inspection). The family is also notified that it is a family obligation to allow SHA to inspect the unit.

If the family misses both the initial annual inspection and the re-inspection, SHA will mail a letter of termination to the family after the second missed inspection.

Time Standards for Repairs

Emergency items, which endanger the family’s health or safety, must be corrected by the owner within 24 hours of notification (see Section I., Emergency Repair Items).

Non-emergency repairs must be made within 30 calendar days of the annual inspection.

SHA may approve an extension beyond 30 calendar days for good cause.

‡‡‡‡ This process was implemented beginning September 1, 2013

§§§§ Added July 2005 per Resolution 4784, passed by the Seattle Housing Authority Board of Commissioners on June 20, 2005

CHAPTER 12

Last Updated: January 2019
Owner Self-Certification of Minor Fail Items (Not applicable for Initial Inspections)*****

If the only deficiencies at an inspection are minor fail items, the owner will be allowed to self-certify the correction of the deficiencies to pass the inspection. Self-certification will be verified by acceptance of the monthly Housing Assistance Payment.

If the tenant notifies the Housing Authority that the correction(s) was/were not made to the unit, a quality control inspection may be scheduled.

Rent Increases
Rent to owner increases may not be approved if the unit is not in compliance with HQS.

E. Move-Out/Vacate

A move-out inspection will be performed only at the landlord’s request if a claim is to be submitted for contracts effective before October 2, 1995.

F. Special/Complaint Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies SHA in writing that the unit does not meet Housing Quality Standards, SHA will conduct an inspection, if SHA determines that an inspection is warranted. SHA may also conduct a special inspection based on written information from third parties, such as neighbors or public officials.

SHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the owner will be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

G. Quality Control Inspections [24 CFR 982.405(b)]

SHA conducts quality control inspections on a sample of units under contract to maintain SHA’s required standards and to assure consistency in enforcing HQS standards. The purpose of quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

H. Acceptability Criteria and Exceptions to HQS [24 CFR 982.401 (a)]

SHA’s HQS standards include all the acceptability criteria provided in 24 CFR 982.401. In addition, the standards include additional acceptability criteria in accordance with state and local requirements which are detailed in the program Procedure Manual.

The inspector shall make a determination at the initial inspection as to the number of rooms which are acceptable sleeping rooms, for the purpose of deciding maximum occupancy level according to HQS. The inspector’s determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition and safety of egress.

All owners wishing to rent a mother-in-law apartment/accessory unit on the program must provide the

***** This process was implemented beginning July 1, 2010.
Housing Authority with acceptable building permits as per SMC 23.44.041, from the city of Seattle, in order to be considered for the program. Mother-in-law apartments are defined as those units originally designed as a single family dwelling unit where an additional, self-contained unit has been added on or remodeled from within the unit to make two or more separate dwellings.

**Modifications**
Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. SHA will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

I. Emergency Repair Items [24 CFR 982.404(a)]

The following items are considered emergency repair items and must be corrected by the owner or tenant (whoever is responsible) within the time period specified after notice by SHA:

1. Lack of hot or cold water, heat or electricity (emergency: 24 hours to repair);
2. A condition that is imminently hazardous to life (emergency: 24 hours to repair);
3. The only toilet in the unit does not allow for full function and use (emergency: 24 hours to repair); and
4. Refrigerator, range or oven, or a major plumbing fixture supplied by the landlord does not work (urgent repair: 72 hours to repair).

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by SHA.

If the emergency repair or urgent repair item(s) are not corrected in the time period required by SHA, the Housing Assistance Payment may be abated and the HAP Contract may be terminated.

J. Abatement [24 CFR 982.405, 982.453]

When SHA determines that a unit on the program fails to meet Housing Quality Standards, and the owner has failed to make the necessary repairs within the time period specified by SHA, SHA shall abate (cease) the assistance payment to the owner.

If a unit fails an annual initial inspection and re-inspection, the owner will be sent a written pre-abatement notice which identifies:

1. The fail items which must be corrected for subsidy to continue;
2. The date of the pre-scheduled re-inspection; and
3. The date that subsidy will cease if the fail items are not corrected in time for the scheduled re-inspection.

The effective date of abatement is the first of the month following the failed re-inspection. If fail items are not corrected within 30 days of the annual inspection, the owner must repay any subsidy received during the abatement period following the date of the annual inspection, or SHA may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner which are assisted by the program.

**Termination of contract**
If a unit fails an annual inspection, and the fail items are not corrected within 30 days of the annual inspection, SHA shall send the owner and the family a notice that the HAP Contract will be terminated.
for failure to maintain HQS, and give the effective date of the termination, which shall be sufficient to give the family at least 30-day notice that it must move, coinciding with the end of the month.

The period between the effective date of abatement and the effective date of termination of the HAP Contract is the abatement period. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

If the unit passes the final inspection during the abatement period, payment will resume on the day the unit passes inspection. No retroactive payments will be made to the owner for the period of time the rent was abated.

The tenant is not responsible for SHA’s portion of rent that is abated prior to the termination of the HAP Contract.

K. Owner/Family Responsibility for HQS [24 CFR 982.404, 982.54(d) (14)]

SHA generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;
3. Any member of the household or guest damages the dwelling unit or premises beyond ordinary wear and tear.

If the owner believes the tenant is responsible for other violations of HQS, including damages to the unit or premises by a household member beyond normal wear and tear, the owner must enforce the lease terms to hold the tenant responsible for restoring HQS, including paying for necessary repairs. If the tenant fails to maintain the unit in accordance with the lease and the owner provides SHA with documentation of the lease violations and the owner’s own steps to enforce the lease, SHA may terminate assistance to the family for failure to satisfy a family obligation under the program, including failing to maintain HQS.

L. HQS Inspections of SHA-Owned Units

SHA shall continue to perform inspections in units it owns that are assisted by tenant-based and project-based Housing Choice Vouchers, and will investigate strategies to streamline the inspection process using its Move to Work flexibility.
SHA will determine rent reasonableness in accordance with 24 CFR 982.507. It is SHA’s responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparable units in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains SHA’s procedures for determining rent reasonableness, processing of payments to owners, adjustments of payment standards, and rent adjustments.

See Chapter 11 for additional constraints on rent (40 percent cap on affordability).

A. Making Payments to Owners [24 CFR 982.451]

Once the HAP Contract is executed, SHA begins processing payments to the landlord. A HAP register will be used as a basis for monitoring the accuracy and timeliness of payments. Payments are disbursed by SHA’s Accounting Department to the owner at the beginning of each month and on weekly payment runs as needed, in one of the following ways:

1. Direct deposit to owner’s account (when available);
2. For non-corporate owners who choose not to sign up for direct deposit, Bank of America will issue the owner a VISA debit card which SHA will load with the monthly HAP;
3. For corporate owners who choose not to use direct deposit, monthly checks will be mailed to owner’s address of record. SHA will charge a $3 administrative check processing fee for each check;
4. At owner’s request, checks may be made available for owner to pick up in person at SHA.

Checks that are not received will not be replaced until after the 10th of the month, after a written or verbal request has been received from the payee and a stop payment has been put on the check.

**Excess Payments**

The total of rent paid by the tenant plus SHA Housing Assistance Payment to the owner may not be more than the rent to owner specified in the HAP Contract. The owner must immediately return any excess payment to SHA.

Owners who do not return excess payments will be subject to penalties outlined in Chapter 19, Owner or Family Debts to SHA.

**Late Payments to Owners**

In keeping with generally accepted practices in the local housing market, SHA will pay to the owner a $75.00 late fee, or the late fee specified in the owner’s lease charged to tenants whose rent is late, whichever is lower, for Housing Assistance Payments that are not received by the owner by the 10th day of the month, if requested by the owner in writing.

The late fee shall apply to late Housing Assistance Payments after the first two calendar months of the HAP contract term.

Proof of “mailed to” date will be the date the HAP check was run.

Proof of “received by owner” will be 10 calendar days after date of mailing by SHA.

SHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond SHA’s control, such as a delay in the receipt of program funds from HUD, failure of the owner to sign up for direct deposit, or to failure of the owner to update an address with SHA.
Reconciliations
Reconciliation requests from owners must be made in writing within 12 months of the payment. SHA will respond to complete reconciliation requests within 30 days of receipt.

B. Rent Reasonableness Determinations [24 CFR 982.507]

SHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. SHA will not approve a lease until SHA determines that the initial rent to owner is a reasonable rent.

SHA must re-determine the reasonable rent:
1. Before any increase in the rent to owner;
2. If directed by HUD; and
3. Based on a need identified by SHA’s auditing system.

SHA may elect to re-determine rent reasonableness at any other time.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by SHA.

The owner will be advised that by accepting each monthly housing assistance payment he or she is certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give SHA information on rents charged by the owner for other units in the premises or elsewhere. The data for other unassisted units will be gathered from market surveys.

The market areas for rent reasonableness are census tracts/neighborhoods within SHA’s jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

Rent Reasonableness Methodology
SHA bases its rent reasonableness determinations on current market surveys provided by an independent consultant with expertise in the local real estate market.

In addition, SHA may obtain information from other sources such as:
1. The state, city, real estate agents, or banks;
2. Classified ads, multiple listings, etc.; and
3. Owner-provided rent rolls of comparable units, confirmed by SHA.

SHA shall take the following unit characteristics into account in making rent reasonable determinations:

1. Size (number of bedrooms/square footage);
2. Location;
3. Quality and condition of the unit;
4. Amenities (number of bathrooms, washer/dryers, on site services, etc.);
5. Housing services;
6. Age of unit;

††††† In the Rent Reasonableness section of this chapter, where it states that tasks are completed by SHA, this authority extends to an SHA appointed designee or contractor
CHAPTER 13
Last Updated: January 2019
Rent Reasonableness for Lease Shared Housing
The rent for shared housing should not exceed the rent for an unassisted unit of the same bedroom size.

Maximum subsidy?

Change in Rent [CFR 982.308(g)]
The owner is required to notify SHA, in writing, at least 60 days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements [24 CFR 982.507].

C. Voucher Payment Standards (VPS) [24 CFR 982.503; Move to Work Agreement 1/13/99]
The payment standard is used to calculate the Housing Assistance Payment for a family. Consistent with SHA's authority to establish its own policies regarding payment standards (Move to Work Agreement dated January 13, 1999), SHA may set its payment standard outside the HUD required range of 90% - 100% of the FMR.

There are two different voucher payment standards. The Market Rate VPS generally applies to units in the private rental market, and Affordable Housing VPS generally applies to units with other subsidized funding resources and/or tax credit status.

SHA reviews the payment standards at least annually to ensure aptness of the payment standard amounts for each unit size. Any changes to payment standard amounts will be effective within a set timeframe after SHA board approval.

A supplement amount may be added to a family's payment standard due to participation in a special program or initiative or upon case by case determination of the family's need, in order to prevent rental hardship.

Accommodation Payment Standard
SHA may provide an accommodation payment standard for persons with disabilities under the following circumstances:
1. The family requests the accommodation in writing; and
2. The family provides verification of the disability meeting the standards described in Chapter 1, and the verification includes verification that the need for the higher payment standard is related to the disability.

The accommodation payment standard shall be established within the basic range, unless an increase beyond the basic range is approved by the SHA Board of Commissioners.

D. Adjustments to Payment Standards [24 CFR 982.503]

Seattle Housing Authority will use various local market factors, such as vacancy rates and the length of time it takes a household to find housing, when analyzing affordability adjustments. An analysis of the following factors will be considered:
• Rent burden paid by current Voucher holders (the family’s share of rent and utilities does not exceed 40 percent of the family’s adjusted gross income, which shall include exempt income in the calculation of adjusted income for this purpose);
• Rent burden relative to the availability of units by bedroom size;
• Average gross rents paid by current Voucher holders;
• The current HUD approved Fair Market Rents;
• Rent reasonableness data,
• Local vacancy rate data;
• Lease-up and shopping success rates of current voucher holders;
• Location of current Voucher rentals.

Program Not to Contract by More than 5 percent Without Board Authorization
Following analysis of the above factors, SHA shall increase the payment standard, if it can do so within the allocated budget authority for the program without reducing the number of households served by the overall program by more than 5 percent.

SHA staff shall not increase the payment standard such that it causes the program to contract by more than 5 percent without specific authorization by the SHA Board of Commissioners.

Lowering of the Payment Standard
Analysis of the above factors may result in lowering the payment standard.
CHAPTER 14 - RECERTIFICATIONS
[24 CFR 982.516]

In accordance with HUD requirements and SHA’s Moving to Work Plan, SHA will re-examine the income and household composition of all families regularly. Recertifications and interim re-examinations will be processed in a manner that ensures families are given reasonable notice of decreases in the Housing Assistance Payment and corresponding increases in tenant rent (hereafter referred to as rent increases).

This Chapter defines SHA’s policy for conducting regular re-certifications. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

A. Regularly Scheduled Annual, Biennial and Triennial Activities [24 CFR 982.516, 982.405]

There are three activities SHA must conduct on a regular basis:
1. Recertification of income and family composition;
2. Update family income, VPS and Utility Estimate between triennial re-certifications, and
3. HQS inspection

SHA will complete a full recertification on a triennial basis for families where all adults in the household are elderly or disabled (unless the entire household has no income). Other families will be recertified annually.

B. Recertification/Re-Examination [24 CFR 982.516]

Moves between Re-Examinations
When a family moves to another dwelling unit, the annual recertification will not be re-scheduled to correspond with the effective date of the new HAP Contract.

Income limits are not used as a test for continued eligibility at recertification.

Re-Examination Notice to the Family
SHA will maintain a re-examination tracking system and the household will be notified by mail of the recertification requirements 90 to 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, SHA will provide the notice in an accessible format. SHA will also mail the notice to a third-party, if requested as reasonable accommodation for a person with disabilities.

Completion of Annual Recertification or Update and Notice of Change in Rent
SHA will complete annual re-certifications or updates for families before the anniversary date, including notifying the family of any increases in rent at least 30 days before the anniversary date. If the family’s rent portion remains the same or decreases, SHA may give less than 30 days written notice to the family.

Persons with Disabilities
Persons with disabilities who are unable to complete their review by mail will be granted an accommodation which includes conducting the interview at the person’s home or other location, as requested by the family, upon verification that the accommodation requested meets the need.

††††† Triennial re-certifications were included in SHA’s 2010 MTW Plan and implemented in phases beginning with May 2010 anniversary dates. The definition of triennial-eligible household was changed beginning with March 2013 anniversary dates.

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presented by the disability.

**Collection of Information [24 CFR 982.516(f)]**
SHA will require the family to complete a Personal Declaration form prior to the completion of an annual recertification.

SHA will contact the family and provide information and guidelines for completing the Personal Declaration form. In the correspondence, SHA will specify the date and time by which the family must complete the Declaration form and provide the required documentation. The Personal Declaration form must be completed online, and upon the family’s request, assistance to complete the form is provided.

At the request of the family, SHA will conduct the annual recertification in person at SHA’s office. The family may call to request an appointment up to 1 day prior to the document submission deadline date.

**Requirements to Attend**
In cases where the family has requested an in-person interview, the head of household is required to attend the recertification interview. If the head of household is unable to attend the interview, the appointment will be rescheduled.

**Failure to Respond to Notification to Recertify**
If the family fails to submit some or all of their required documents by the deadline noted in the first notification letter, and has not made prior arrangements with SHA, SHA will mail a second notification letter to the family. The second letter will outline the steps necessary for the family to complete their review.

If the family fails to respond to the second notice, and has not rescheduled or made prior arrangements, SHA will send the family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the HCV Occupancy Manager if the family is able to document an emergency situation that prevented them from responding to the recertification notices, or, if requested, as a reasonable accommodation for a person with a disability.

**Documents Required From the Family**
In the notification letter to the family, SHA will include instructions for the family to submit the following:

1. Documentation of all income declared by the family on their Personal Declaration and/or as requested by SHA;
2. Verification of all assets, when the total value of assets is equal to or greater than $50,000 ($5,000 for tax credit units);
3. Documentation of any deductions/allowances declared by the family;
4. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older; and
5. Authorization for the Release of Information Forms completed by head of household, and signed and dated by all family members age 18 and older.

**Verification of Information**
SHA will follow the verification procedures and guidelines described in Chapter 9. Tenant-supplied verification documents for re-examinations must be current within 90 days of the submission deadline date stated in the family’s initial notification letter.

The asset threshold was raised to $50,000 ($5,000 for tax credit units) using Seattle Housing’s Move to Work authority effective with new applications received on or after September 1, 2010 and, for existing participants, with Annual Reviews effective January 1, 2011 and after.
**Tenant Rent Increases**
If tenant rent increases, a 30-day notice is mailed to the family prior to the scheduled effective date of the annual recertification or update.

If less than 30 days are remaining before the scheduled effective date of the annual recertification or update, and it is not due to the delay of the participant, the tenant rent increase will be effective on the first of the month following the 30-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the re-examination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

**Tenant Rent Decreases**
If tenant rent decreases, the decrease will be effective on the anniversary date.

If the family causes a delay so that the processing of the re-examination is not complete by the anniversary date, the rent change will be effective on the first day of the month following completion of the re-examination processing by SHA.

**Families qualified for Triennial Recertifications**
During the years that a recertification is not conducted, an Annual Update will be completed to update any changes in Utility Estimate, Voucher Payment Standards, and standardized annual cost of living increases to fixed income sources as published by the Social Security Administration and the Veterans Administration, and standardized updates to state needs benefits (i.e. TANF or ABD).

Families will be notified in writing that an Annual Update has been processed which will include any changes to the Housing Assistance Payment and tenant share of the rent.

**Hardship Policy**
If a participant family has been placed on the Triennial recertification schedule and believes this to create a hardship on the family, a waiver may be requested in writing to the Housing Authority. Hardship waivers will be reviewed by the HCV Administrator. Waivers will be granted if it is determined that there would be a reduction in the family’s portion of housing costs as a result of a complete reexamination.

C. Reporting Interim Changes [24 CFR 982.516]

Participants are required to report all changes in their household income, assets, expenses, composition, student status, immigration status, and name changes in writing within 10 business days of the change.

**Additional Family Members**
All additions to the household must be approved by SHA. For additions due to birth, adoption, or court-awarded custody, the family must report the new family member(s) within 10 days of the addition of the new member. For all other additions, prior to the person(s) moving into the unit the household must; 1) first received the landlord’s approval of the household member to be added; and 2) after receiving the landlord’s approval, receive SHA’s approval of the person(s) to be added to the household.

Prospective adult additions must meet all standards for participant acceptance including an acceptable background check, previous program compliance history, criminal history, and cannot owe money to any PHA. In addition, the household must continue to qualify for a voucher with the verified income of the modified household, including the additional person.
Minors may be added to the household if the subsidized residence will be his/her primary residence; that is, reside at the residence (at least 51% of the time). Documents that are acceptable evidence of primary residency include, but are not limited to: signed income tax returns, school records, birth certificates, child support payment records, parenting agreements, notarized letters of parents or guardians regarding the residency of the minor, Medicaid or Social Security documentations, other relevant documentation from a state or federal agency, adoption decrees, and court orders. If an inconsistency is found, SHA may require additional documentation, such as proof of custody.

If any new family member is added, family income must include any income of the new family member. SHA will conduct an interim re-examination to review such additional income and will make the appropriate adjustments in the Housing Assistance Payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required before moving into the unit.

**Increases in Income**
Families are required to report all increases in income/assets, in writing, within 10 business days of the change.

**Interim Re-Examination Policy*****

Effective October 1, 2005, for all income received after October 1, 2005, SHA shall conduct interim re-examinations to increase rent when families report an increase in income in the following cases:
1. Interim household additions;
2. Any increase in income when a family previously reported no income source; and
3. An increase in income that is greater than $100 per month.

SHA may conduct interim re-examinations when families report increases in income in other circumstances, if:
1. The increase will have a material effect on the family’s TTP (greater than 10 percent); or
2. The increase follows a decrease in income, which resulted from the participant’s voluntary action (e.g., a request to an employer to decrease hours, or a request to DSHS to reduce or eliminate TANF payments).

**Decreases in Income**
Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. SHA must calculate the change in tenant rent if a decrease in income is reported.

**Enrollment in the JobLink Program**
Interim reexaminations will be conducted by SHA when a participant enrolls in, and graduates or is terminated from the JobLink program.

**SHA Error**
If the Housing Authority discovers an administrative error that has a substantial effect upon a participant family’s rental subsidy, it will take necessary steps to correct the error and make adjustments to the tenant’s subsidy calculation.

If correction of the error would have an adverse effect on the tenant family (e.g. a reduction in Housing Assistance Payments to the owner) then the Housing Authority will provide the family with a 30-day notice of the rent increase. The rent increase will be effective the first day of the month after the

***** Revised July 2005 per Resolution 4784, passed by the Seattle Housing Authority Board of Commissioners on June 20, 2005
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expiration of the 30-day notice of the new rent amount. Neither the family nor the owner will be asked to repay funds for an error that they did not cause.

If correction of the error would be favorable to the tenant (e.g. a retroactive increase in Housing Assistance Payments to the owner) then the Housing Authority will calculate the adjustment amount from the point at which the error was made to the month during which the error was corrected. The adjustment amount will be credited to the owner’s account or be paid to the tenant in one of the following ways:

- If the tenant is still in the unit and the period of incorrect HAP is within the current calendar year then a check will be issued to the owner with a copy of the notification being sent to the tenant. The owner will be responsible for adjusting the rent accordingly or for issuing a refund to tenant.
- If the tenant is still in the unit and the period of incorrect HAP spans a previous calendar year, then a check will be issued to the tenant at the tenant’s current address.
- If the tenant is still in the program but not in the same unit then a check will be sent to tenant at tenant’s current address.
- If the tenant is no longer in the program then notification will be sent to the tenant at the tenant’s last known address advising the tenant to contact us to resolve an error in their previous program participation. Reserve details of the reconciliation until the tenant contacts us and confirms their identity.

D. Other Interim Reporting Issues

An interim re-examination does not affect the date of the annual recertification, but may affect the date of a triennial recertification.

Most interim reviews will be conducted through the mail unless the family requests that the review take place in person.

Any changes reported by participants, other than those listed in Section C above, will be noted in the file, but will not be processed between regularly-scheduled annual re-certifications.

E. Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

SHA will not reduce the family share of rent for families whose welfare assistance is reduced due to a “specified welfare benefit reduction,” which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.
3. 

However, SHA will reduce the rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime time limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family’s failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member’s failure to comply with other welfare agency requirements.

Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they receive benefits for welfare or public assistance from a state or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.
**Definition of “Imputed Welfare Income”**

"Imputed welfare income" is the amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family’s income for purposes of determining rent.

The amount of imputed welfare income is determined by SHA, based on written information supplied to SHA by the welfare agency, including:
1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

**Verification before Denying a Request to Reduce Rent**
SHA will obtain written verification or verbal phone verification from the welfare agency stating that the family’s benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements before denying the family’s request for rent reduction.

SHA will rely on the welfare agency’s written notice or verbal phone verification regarding welfare sanctions.

**Family Dispute of Amount of Imputed Welfare Income**
If the family disputes the amount of imputed income, the Certification Specialist II along with HCV Manager will review the calculation for accuracy.

If SHA denies the family's request to modify the amount, SHA will provide the tenant with a notice of denial, which will include:
1. An explanation for SHA’s determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be SHA’s determination of the amount of imputed welfare income, not the welfare agency’s determination to sanction the welfare benefits.

**F. Notification of Results of Recertifications and Annual Updates [HUD Notice PIH 98-6]**

The HUD Form 50058 will be completed and transmitted as required by HUD. A contract and lease amendment noting the changes in rent portions is sent to the owner and the tenant. If the family disagrees with the rent adjustment, they may request an informal hearing.
G. Timely Reporting of Changes in Income and Household Circumstances [24 CFR 982.516(c)]

**Standard for Timely Reporting of Changes**
SHA requires that families report interim changes to SHA in writing within 10 business days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change, must be provided by the deadline specified by SHA.

**Family Requests for Interim Reviews by 10th of the Month**
All participant requests for interim reviews must be submitted in writing no later than the 10th of each month in order to be effective the first of the following month. If a family’s request is received after the 10th, or if the majority of relevant documentation is submitted after the deadline issued by the Certification Specialist, the family’s review will not be effective until the month following the next immediate month, or whenever the family finally submits all relevant documentation. All requests for exceptions to the above standards will be referred to the appropriate HCV Occupancy Manager for final decision and follow-up. If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

**Procedures When the Change is reported in a Timely Manner**
SHA will notify the family and the owner of any change in the Housing Assistance Payment, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported, within the limitations described above for timely notification of reduced income. In general, rent reductions will not be processed until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

**Procedures When the Change is Not Reported by the Family in a Timely Manner**
If the family does not report the change as described above, the family will have caused an unreasonable delay in the interim re-examination processing and the following guidelines will apply:

1. Increase in tenant rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a repayment agreement; and
2. Decrease in tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all SHA-required document submission deadlines.

**Procedures When the Change is Not Processed by SHA in a Timely Manner**
“Processed in a timely manner” means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by SHA in a timely manner.

In the event that a change is not processed by SHA in a timely manner, an increase will be effective after the required 30-day notice prior to the first of the month after completion of processing by SHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.
HUD regulations permit families to move with continued assistance to another unit within SHA's jurisdiction, or to a unit outside of SHA's jurisdiction under portability procedures. The regulations also allow SHA the discretion to develop policies which define any limitations or restrictions on moves. This chapter describes the procedures for moves, both within and outside of SHA's jurisdiction, and the policies for restriction and limitations on moves.

A. Allowable Moves

Provided a family’s assistance is not being terminated by SHA, a family may move to a new unit with continued assistance when:

1. SHA has terminated the HAP Contract due to a breach by the owner;
2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family, and SHA has determined that the family is not in violation of its family obligations;
3. The owner is selling the unit, and the owner and the tenant mutually agree to terminate the lease;
4. The family has a right to terminate the lease and has given proper notice of lease termination;
5. An owner and a family mutually agree to terminate a lease to facilitate a move to another unit owned or managed by the same landlord; or
6. An emergency arises which, in the opinion of SHA, necessitates a move by the family whether or not proper notice of lease termination has been given by the family.
7. There is an instance of domestic violence and the request to move is based on a direct or related incident (refer to chapter 1 of the Administrative Plan and the Emergency Transfer Plan if applicable).

B. Restrictions on Moves [24 CFR 982.314, 982.552(a)]

Families may not move with continued assistance during the initial year of assisted occupancy, unless there are circumstances beyond the control of the family which require a move as an accommodation for a family member with a disability or for other good cause.

Families may not be issued a voucher to move with continued assistance more than once in any 12 month period, unless there are circumstances beyond the control of the family which require a move as an accommodation for a family member with a disability or for other good cause.

Families must be current in their payment agreement prior to the issuance of a voucher to move, except in certain circumstances described in Chapter 19, Owner or Family Debts to SHA. If a family wants to move outside of SHA jurisdiction, they must repay in full the balance of any debt owed SHA.

SHA will deny permission to move if there is insufficient funding for continued assistance.

Families must repay in full the balance of any debt owed a public utility for a utility payment that is the responsibility of the Family prior to the issuance of a voucher to move.

C. Procedure for Moves [24 CFR 982.314]

Issuance of Voucher
SHA will not recertify the income of families before it issues a voucher to move, unless the family reports a change in income or household circumstances and provides any documentation requested by SHA to confirm the reported change.
The annual recertification or update date will not be changed to coincide with the new lease-up date.

If the family does not locate a new unit, they may remain in the current unit for as long as the owner permits.

**Notice Requirements**
The family must give the owner written notice of intent to vacate as required under the lease or local statute. The regular Housing Choice Voucher briefing session emphasizes the family’s responsibility to give the owner and SHA proper written notice of any intent to move.

**Timing of Payments**
Housing Assistance Payments stop at the end of the month in which the tenant moves from the unit, unless the lease is lawfully terminated mid-month and proper notice was given to do so.

Housing Assistance Payments will start on the new unit on the later of the effective date of the lease and contract for the new unit or the day following the last day assistance was paid on the prior unit.

**Moves to Other Units Owned by Landlord**
A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move, except that moves may occur midmonth.

**D. Portability [24 CFR 982.353]**

Portability applies to families moving out of, or into, SHA’s jurisdiction from anywhere within the United States and its territories.

**Restrictions on Portability**

- **Initial year of Occupancy**
  A family will not be permitted to move out of SHA’s jurisdiction upon the initial issuance of their voucher. The family must lease a unit in SHA’s jurisdiction for at least one year prior to exercising portability. Exceptions may be granted as a reasonable accommodation to a family with a member who has a disability.

- **Participants in the First Year of Occupancy**
  A participant that has leased up in the jurisdiction of another housing agency cannot port-in to SHA’s program in the first year of assisted occupancy, exceptions may be considered in the following circumstances:
    1. The initial lease term is for less than 12 months, and the family gives proper notice to the owner of its intent to vacate;
    2. SHA and the initial PHA agree to the move;
    3. The family’s move is necessitated by an opportunity for education, job training or employment (based on documentation acceptable to SHA);
    4. Relocation is needed to provide a reasonable accommodation pursuant to applicable fair housing laws; or
    5. There are emergency or other circumstances that necessitate the move (based on documentation acceptable to SHA).

†††††† Effective for applicants beginning with the 2015 waitlist as authorized in the 2015 Moving to Work (MTW) Plan. Applicants from earlier waitlists were allowed to port out after issuance if they had a legal residence within SHA’s jurisdiction at the time of application. This MTW activity does not apply to Special Purpose Vouchers. Consideration may be given for situations which involve domestic violence.

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Other Denials of Incoming Portability
SHA will deny incoming portability if:
1. The family has any obligation to SHA or any other housing authority to pay money, and the family has failed to pay the debt off in full;
2. The family moved out of its assisted unit in violation of the lease; or
3. The family’s criminal background check fails to meet SHA’s standards described in Chapter 2, Section F. of this Plan.

Outgoing Portability [24 CFR 982.353, 982.355]
Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside SHA’s jurisdiction, anywhere in the United States that is in the jurisdiction of a PHA with a tenant-based program. The family must specify the area to which the family wants to move.

Families must repay in full the balance of any debt owed SHA prior to the issuance of a voucher to move under portability, regardless of whether a payment agreement is current or in arrears, except in certain circumstances described in Chapter 19, Owner or Family Debts to SHA.

Special purpose vouchers (such as VASH and FUP) may have additional restrictions on porting out due to special program requirements.

Medical Documentation Not Shared Except With Family
In order to comply with the federal privacy act rules regarding health-related information (HIPAA), SHA shall not send a portable family’s medical documentation to a receiving PHA. SHA may indicate to the receiving PHA that SHA has approved an accommodation for the family, without providing any of the details of the basis for the approval. SHA shall give a copy of the medical documentation it has on file directly to the family, on request, for them to provide to the receiving PHA to document medical or disability-related accommodations, deductions, or allowances.

Incoming Portability [24 CFR 982.355]
- Criminal Background Check
SHA will conduct a criminal background history check and will apply the same admissions criteria as identified in Chapter 2 Section F.

- Absorption or Administration
SHA will accept a family with a valid voucher from another jurisdiction and either administer or absorb the voucher, at its option.

If SHA administers the voucher, the family will be issued a “portable” voucher by SHA. The term of the portable voucher will not expire before the expiration date of the voucher issued by the initial PHA. The family must submit to SHA a Request for Tenancy Approval for an eligible unit during the term of the voucher. SHA may approve extensions requested by the initial PHA if such extensions are consistent with this Administrative Plan. However, if the family decides not to lease-up in SHA’s jurisdiction, they must contact the initial PHA to request an extension.
SHA and another PHA may mutually agree to cross-absorb portable vouchers for each other’s PHA.

- Income Eligibility
A family that ports-in to SHA’s program and leases a unit for the first time under the Housing Choice Voucher Program must be income eligible under SHA’s program.

If a family was already receiving assistance in the initial PHA tenant-based Housing Choice Voucher Program, SHA will not re-determine income eligibility.
• **Subsidy Standards**
SHA will issue a “portability voucher” based on the SHA’s subsidy standards.

**Income and Total Tenant Payment of Incoming Portables [982.353(d)]**
SHA will conduct a recertification to verify household information when documents are missing, are more than 60 days old, or when there has been a change in the family’s circumstances. Otherwise, SHA will not re-verify the income information provided.

If SHA conducts a family recertification, SHA will seek to avoid causing a delay in the issuance of a voucher.

**Requests for Approval of Tenancy**
A briefing from SHA staff is mandatory for all incoming portability families.

When the family submits a *Request for Tenancy Approval*, it will be processed using SHA’s policies. If the family does not submit a *Request for Tenancy Approval* or does not execute a lease, SHA will notify the initial PHA within 180 days from the date of voucher issuance by SHA that no Request for Tenancy Approval has been submitted by the family.

SHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside SHA’s jurisdiction under continued portability.

**Regular Program Functions**
SHA will perform all program functions applicable to the tenant-based assistance program, including:
1. Annual or triennial re-examinations and re-certifications of family income and composition;
2. Annual inspection of the unit;
3. Interim examinations when requested by the tenant or as deemed necessary by SHA; and
4. Other regular program functions.

SHA’s policies and procedures related to annual and ongoing functions will govern the administration of vouchers for families who have leased units under portability procedures.

**Terminations**
SHA will notify the initial PHA in writing of any termination of assistance within 10 business days of the termination. If the family requests an informal hearing, the hearing shall be conducted by SHA, using the hearing procedures included in this Plan. SHA will not notify the initial housing authority of the termination until the informal hearing process is complete. A copy of the hearing decision shall be furnished to the initial PHA.

The initial PHA is responsible for collecting any amounts owed by the family to the initial PHA, and for monitoring repayment. If the initial PHA notifies SHA that the family is in arrears or the family has refused, without good cause, to sign a payment agreement, SHA shall terminate assistance to the family.

**Required Documents**
As receiving PHA, SHA will require from the initial PHA the documents identified in HUD Regulations and/or listed on the HUD Portability Billing form.

**Billing Procedures**
If the family leases up successfully, SHA will notify the initial PHA within 180 days from the date of voucher issuance, and the billing process will commence.
As receiving PHA, SHA shall bill the initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts will also be monthly, including administrative fees and special claims, unless requested otherwise by the initial PHA.

SHA will bill 100 percent of the Housing Assistance Payment, 100 percent of special claims and 80 percent of the administrative fee (at the initial PHA's rate) for each “portability” voucher leased as of the first day of the month.

SHA will notify the initial PHA of changes in subsidy amounts and will rely upon the initial PHA to notify SHA of changes in the administrative fee amount to be billed.
CHAPTER 16 - CONTRACT TERMINATIONS
[24 CFR 982.311, 982.314]

The Housing Assistance Payments (HAP) contract is the contract between the owner and SHA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by SHA and the owner, and the policies and procedures for such terminations.

A. Contract Termination [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The contract between the owner and SHA may be terminated by SHA, or by the owner or tenant terminating the lease. No subsidy payments on behalf of the family will be made by SHA to the owner for any period of time after the month in which the contract is terminated. The owner must reimburse SHA for any subsidies paid by SHA for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from SHA for vacancy loss under the provisions of certificate HAP Contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. Termination by the Family: Moves [24 CFR 982.314(c) (2)]

Family termination of the lease must be in accordance with the terms of the lease.

C. Termination of Tenancy by the Owner: Evictions [24 CFR 982.310]

Notice
If the owner wishes to terminate the lease, the owner must provide proper written notice as stated in the lease, at or before the commencement of the eviction action, specifying the grounds for termination of tenancy. The owner eviction notice includes any notice to vacate, or a complaint, or other initial pleading used under state or local law to commence an eviction action.

SHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section, as documentation for SHA’s decision regarding termination of assistance.

Reasons for Eviction
During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations, as follows:

1. Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
2. Violations of federal, state or local law that impose obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises; or
3. Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do [24 CRF 982.310].

**Evidence of Criminal Activity**
The owner may terminate tenancy and evict a family by judicial action for criminal activity by a “covered person” (i.e., the tenant, any member of the household, a guest or another person under the tenant’s control) if the owner determines they have engaged in the criminal activity, regardless of arrest or conviction, and without satisfying the standard of proof used for a criminal conviction.

**Exclusion of Culpable Household Member**
The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

**Consideration of Rehabilitation**
When determining whether to terminate the tenancy for illegal drug use or alcohol abuse by a family member, the owner may consider whether the member:
1. Is no longer participating in the household;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

The owner may require the tenant to submit evidence of any of the above.
Actions of termination by the owner must be consistent with Fair Housing rules as stated in 24 CFR 5.105.

**Housing Assistance Payments**
Housing Assistance Payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, SHA shall continue to make Housing Assistance Payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide SHA with the documentation, including notice of the lockout date.

**Issuing a Voucher to a Family under Eviction**
If an eviction is not due to a serious or repeated violation of the lease, and if SHA has no other grounds for termination of assistance, SHA may issue a new voucher so that the family can move with continued assistance.

D. Termination of the Contract by SHA [24 CFR 982.403, 982.404(a), 982.453, 982.454, 982.455, 982.552(a) (3)]

SHA shall terminate the HAP contract with the owner:
1. When the lease terminates;
2. When SHA terminates program assistance for the family;
3. If the owner breaches the HAP Contract (see Chapter 18, Owner Disapproval and Restriction);
4. If the family is required to move from a unit when the subsidy is too big for the family size (certificate program), or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition;
5. If 180 days have passed where the Housing Assistance Payment to the owner is $50 or less; or
6. If funding is no longer available under the ACC.
Notice of Termination for HQS Space Standard
When SHA terminates the HAP Contract because of a violation of HQS occupancy standards, SHA will provide the owner and family written notice of termination of the contract. The HAP contract terminates at the end of the calendar month that follows the calendar month in which SHA gives such notice to the owner.
SHA may terminate assistance for a family because of the family's action or failure to act. SHA will provide families with a written description of the family obligations under the program, the conditions under which SHA terminates assistance, and SHA's informal hearing procedures.

A. Grounds for Termination [24 CFR 982.54, 982.552, 982.553]

Form of Denial/Termination
Denial of assistance for an applicant may include any or all of the following:
1. Denial of admission to Housing Choice Voucher Program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP Contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

Termination of assistance for a participant may include any or all of the following:
1. Refusing to enter into a HAP Contract or approve a tenancy;
2. Terminating Housing Assistance Payments under an existing HAP Contract; and
3. Refusing to process or provide assistance under portability procedures.

Denial of Assistance
SHA policies on denying assistance to households based on criminal history or previous history with the HCV program are outlined in detail in Chapter 2, Section F. of this Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Terminations of Assistance for Current Participants
SHA may terminate assistance to a family for any of the following reasons:
1. Failure to comply with a family obligation, including failure to provide information requested by SHA;
2. HUD-mandated terminations for:
   a) Criminal history;
   b) Failure to provide consent forms; and
   c) Ineligible citizenship status.
3. Other violations of federal law or regulation;
4. If the family is out of a contracted unit for more than 60 consecutive days; and
5. HAP of $50 or less for 180 days.

B. Failure to Comply with Family Obligations

SHA may terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551 and 982.552, as follows:
1. The family must supply any information that SHA or HUD find necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5). “Information” includes any requested certification, release or other documentation;
2. The family must supply any information requested by SHA or HUD for use in a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements;
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;
4. All information supplied by the family must be true and complete;
5. The family is responsible for an HQS breach caused when the family fails to pay for any utilities
which are to be paid by the tenant, or when the family fails to provide and maintain any appliances which are to be provided by the tenant, or for tenant-caused damages: see Chapter 12, Section K;

6. The family must allow SHA to inspect the unit at reasonable times and after reasonable notice;

7. The family may not commit any serious or repeated violations of the lease. Under 24 CFR 5.2005(c)(1), an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.

8. The family must provide proper legal notice to the owner and, at the same time, notify SHA, before the family moves out of the unit or terminates the lease;

9. The family must promptly give SHA a copy of any owner eviction notice;

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

11. The composition of the assisted family residing in the unit must be approved by SHA. The family must promptly inform SHA of the birth, adoption or court-awarded custody of a child. The family must request SHA approval to add any other family member as an occupant of the unit;

12. The family must promptly notify SHA if any family member no longer resides in the unit;

13. If SHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or if SHA does not approve the request, the family may not allow a foster child or live-in aide to reside with the assisted family;

14. Members of the household may, with SHA's prior approval, engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;

15. The family may not sublease or otherwise receive compensation for anyone's occupancy of the unit;

16. The family may not assign the lease or otherwise transfer the unit;

17. The family must supply any information or certification requested by SHA to verify that the family is living in the unit, or relating to family absence from the unit, including any SHA-requested information or certification on the purposes of family absences. The family must cooperate with SHA for this purpose. The family must promptly notify SHA of any absence from the unit for any period in excess of 14 calendar days;

18. The family may not own or have any ownership interest in the unit;

19. The members of the family may not commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Under 24 CFR 5.2005(c)(2), criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or immediate family member of the tenant is the victim;

21. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and

22. An assisted family, or members of the family, may not receive HCV tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

**Definition of “Promptly”**
The term “promptly” when used with the family obligations always means within 10 business days.
Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

1. If the owner initiates termination of the tenancy, or terminates the tenancy, through court action for serious or repeated violation of the lease;
2. If the owner notifies the family and SHA of termination of tenancy for serious or repeated lease violations, and the family moves from the unit without notice prior to the completion of court action;
3. If there are police reports, neighborhood complaints or other third-party information verifying serious or repeated violations of the lease;
4. If the family moves from the unit without providing notice to SHA and the owner; or
5. If the family fails to pay rent when due.

Proposed Additions to the Family

SHA may deny a family’s request to add additional family members who are:

1. Persons who have been evicted from public housing;
2. Persons who have previously violated a family obligation listed above and in 24 CFR 982.551 of HUD regulations;
3. Persons who have been part of a family whose assistance has been terminated for cause under the Certificate or Voucher program;
4. Persons who have engaged in drug-related criminal activity or violent criminal activity;
5. Persons who have committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
6. Persons who currently owe rent or other amounts to SHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Housing Act;
7. Persons who have engaged in or threatened abusive or violent behavior toward residents, the public or SHA personnel;
8. Persons who cannot provide verification of their assigned SSN; or
9. Persons who contend to have eligible immigration status, but cannot provide verification.

(Refer to Chapter 14, Recertifications, for further information on adding people to a subsidized family.)

Family Member Moves Out

Families are required to notify SHA if any family member leaves the assisted household. When the family notifies SHA, they must furnish the following information:

1. The date the family member moved out;
2. Verification of the family member’s new address (e.g., a copy of a new lease or utility bill), or, if this documentation is not available, a statement from the head of household as to why it cannot be obtained; and
3. A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-Making Activity in Unit

Any business activity that results in the family’s inability to use any of the living areas in the unit, such as a bedroom utilized for a business which is not available for sleeping, is prohibited.

Any use of the unit for a business that is not incidental to its use as a dwelling unit is prohibited.

Any illegal business or business not permitted by zoning is prohibited.

Interest in Unit

The owner may not reside in an assisted unit whether he or she is a member of the assisted family or not; except as allowable under Lease Shared Housing as described in Chapter 21 of this Plan.
Missed Appointments and Deadlines [24 CFR 982.551, 982.552 (c)]
It is a family obligation to supply information, documentation, and certification as needed for SHA to fulfill its responsibilities. SHA schedules appointments and sets deadlines in order to obtain the required information. The family obligations also require that the family allow SHA to inspect the unit, and appointments are made for this purpose.

A participant who fails to keep an appointment, or to supply information required by a deadline without notifying SHA, may be sent a Notice of Termination of Assistance for failure to provide required information, or for failure to allow SHA to inspect the unit. The Notice will include information about requesting a hearing.

Requirement to Provide Information and Keep Appointments
The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements (deadlines) will be imposed for the following events and circumstances:
1. Deadline for scheduling eligibility interview;
2. Appearance at eligibility interview for admissions;
3. Completion of verification procedures;
4. Attendance at voucher issuance and briefings;
5. Attendance at Housing Quality Standards (HQS) inspections;
6. Completion of re-certifications;
7. Attendance at family conferences; and
8. Requests for appeals.

Generally, acceptable reasons for missing appointments or failing to provide information by deadlines are:
1. Medical emergency;
2. Family emergency; or
3. Other good cause, as determined by SHA.

Procedure When Appointments are Missed or Information Not Provided
For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

The notice may be rescinded if the family offers to cure and the family does not have a history of non-compliance.

Termination due to threatening, abusive or violent conduct towards SHA personnel
SHA may terminate assistance of a family in cases where a household member is engaged in or displays threatening, abusive or violent behavior toward SHA staff or a partnering authority personnel, as follows:
- “Abusive or violent behavior” includes verbal as well as physical abuse or violence.
Use of expletives that are generally considered profane, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination; or
- “Threatening” refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.
C. Terminations of Assistance for Criminal History [24 CRF 982.553(a)]

SHA shall terminate assistance for participants with the following history:

1. **Eviction in last 3 years from federally assisted housing for illegal drug activity:** SHA shall terminate assistance for participants who have been evicted from public or other federally assisted housing due to drug-related activity within the last three years. [24 982.553(a)]
   
a) **Definition of drug-related criminal activity:** Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
   
b) **Evidence of rehabilitation or permanent absence of criminal from household:** SHA may, however, admit the household if it determines that:
      
   iii. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by SHA; or
   
   iv. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
      
a) **Evidence of rehabilitation:** SHA’s standards for evidence of rehabilitation under this section may take into consideration documented evidence of rehabilitation for drug-related offenses if the applicant can provide all of the following:
         
   i. Evidence of completion of a recognized drug treatment program;
         
   ii. Commitment of appropriate services by a recognized service provider; and
         
   iii. No re-offense in the two-year period preceding the issuance interview.

2. **Current use of illegal drugs:** SHA shall terminate assistance to households if it determines that a household member is currently engaged in illegal drug use.

3. **Methamphetamine production in federally assisted housing:** SHA shall terminate assistance to a household if any household member has been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

4. **Sex-offenders:** SHA shall terminate assistance to a household if any household member is subject to a lifetime registration requirement under a State sex offender registration program. Because Washington State has no lifetime registration requirement, SHA will deny admission to any sex-offender for the duration of any Washington State sex-offender registration requirement.

5. **Pattern of abuse of alcohol:** SHA shall terminate assistance to a household if it has cause to believe 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.

**Definitions**

“Covered person,” for purposes of 24 CFR 982 and this chapter, means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

“Drug” means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

“Drug-related criminal activity” means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
“Guest,” for purposes of this chapter and 24 CFR 5, subpart A and 24 CFR 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of 24 CFR 982 apply to a guest as so defined.

“Household,” for the purposes of 24 CFR 982 and this chapter, means the family and PHA-approved live-in aide.

“Other person under the tenant’s control,” for the purposes of the definition of “covered person” and for 24 CFR 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for lawful commercial purposes is not under the tenant’s control.

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

Criminal/Credit Checks
SHA may at any time obtain a criminal history and/or credit check for any member of a participant household for the purpose of determining whether a family meets SHA’s standards for continued participation in the program outlined in this chapter.

Standards for Violations
SHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident in a three-month period.

Engaged in or engaging in “violent criminal activity” means any act by an applicant, a participant, a household member, a guest, or other covered person, in the preceding five years, which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, regardless of whether the activity results in the arrest or conviction of the applicant, participant, or household member.

The existence of the above-referenced behavior by any household member, guest or covered person, may be grounds for denial or termination of assistance, regardless of the participant’s knowledge of the behavior.

In evaluating evidence of past and current behavior, SHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or the likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Standards for Terminating Assistance for Illegal Use or Possession for Personal Use of Illegal Drugs
Assistance to a family may be terminated if any member of the family uses or possesses illegal drugs, provided that the use or possession occurred no more than one year prior to the date that the family is notified that assistance will be terminated.

Assistance may not be terminated if the family member can demonstrate that he or she:
1. Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
2. Is recovering, or has recovered, from such an addiction, and does not currently use or possess controlled substances.

A family member who has engaged in the illegal use of drugs may be required to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

D. Termination for Failure to Submit Consent Forms

SHA shall terminate the assistance for a family if any member of the family fails to sign and submit consent forms for obtaining information required by SHA. This denial is required pursuant to 24 CFR 982.552(b).

E. Termination for Non-Eligible Immigration Status [24 CFR 5.514, 5.516, 5.518]

SHA must terminate assistance when required to do so under the regulations establishing citizenship or eligible immigration status.

Applicant and participant families, in which all members are neither U.S. citizens nor eligible immigrants, are not eligible for assistance. The assistance of any such participant families shall be terminated. SHA shall, on request, provide such applicants or families a hearing.

Assistance may not be terminated while confirmation from the Department of Homeland Security of the participant family's eligible immigration status is pending.

False or Incomplete Information
SHA will verify eligible status, then continue, deny, terminate, or prorate assistance as appropriate.

SHA will deny or terminate assistance based upon the submission of false information or upon misrepresentation.

Procedure for Denial or Termination
If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with SHA either after the INS appeal or in lieu of the INS appeal.

After SHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

F. Out of a Contracted Unit for More Than 60 Consecutive days

If the entire family is absent from a contracted unit for more than 60 consecutive days or if SHA otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and the program participation will be terminated. (See Chapter 8, Total Tenant Payment and Family Share for further information on absences.)

G. $50 or Less HAP for 180 days

SHA is required to terminate assistance for participants if 180 days have elapsed since SHA's last Housing Assistance Payment of more than $50 was made. (See also Chapter 16, Contract Terminations.)
If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180-day period, an owner’s rent increase or a decrease in the family’s Total Tenant Payment causes the family to be eligible for a Housing Assistance Payment of greater than $50, SHA will resume assistance payments for the family.

If the family chooses to move during the 180-day period, SHA will not issue a voucher to the household if the maximum HAP available for the family is $0. In this case the family’s program participation will end at the move out date of the previous unit. If the family’s maximum HAP is greater than $0 a voucher will be issued to the family. However, if the family chooses to move to a unit where the HAP for that unit is $0, SHA will not enter a HAP contract for the new unit. In this case the family’s program participation will end at the move out date of the previous unit.

H. Housing Assurance Option

SHA created the Housing Assurance Option to offer eligible participants who have recently ended their participation in the HCV program a fallback plan within 12 months of the end of their participation. The Option provides former participants access to housing if life situations change which threaten to make them homeless.

The following criteria applies for determining eligibility for the Housing Assurance Option:

- Any request for a household to return under the option would have to include the original head of household.
- Single-person households must have an annual income greater than $30,000 and multi-person households must have an annual income greater than $40,000
- Households are subject to criminal screening criteria, credit report check and income eligibility review in accordance with the Housing Choice Voucher admission screening criteria, as stipulated in the Administrative Plan.
- Households must not owe debts to SHA or any other housing authorities
- Households’ income must not exceed 50% of the Area Median Income (AMI)
- All other eligibility factors apply (see Chapter 2, Section A – Eligibility Factors)
- Re-admission under the option will be treated as a special program, and is not subject to the regular waitlist criterion

I. Procedures for Termination of Assistance [24 CFR, 982.555]

**Housing Authority Discretion [24 CFR 982.552(c) (2)]**

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, SHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. SHA 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. SHA may also review the family’s more recent history and record of compliance, 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.

SHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. SHA may permit the other members of a family to continue in the program.

**Notice**

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

1. The reason(s) for the proposed termination;
2. The effective date of the proposed termination;
3. The family’s right, if they disagree, to request a hearing to be held before assistance
is terminated; and

4. The date by which a request for a hearing must be received by SHA.

SHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the termination of assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.

J. Required Evidence

If the family requests a hearing, SHA shall be required to establish, by a preponderance of the evidence, that a termination for criminal activity is justified. SHA may terminate assistance whether the household member has been arrested or convicted for such activity or not.

“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 drug raids or arrest warrants.

Confidentiality of Criminal Records

If SHA obtains criminal record information from a State or local agency showing that a household member has been convicted of a crime that may result in a denial of continued participation in the program, SHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the participant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. (24 CFR 5.903(f)).

As a condition of SHA’s agreement with the Seattle Police Department, SHA may not make or furnish copies of confidential police reports. SHA may show the participant SHA’s copy of the police report. Parties to the police report may obtain their own copies of the police report at their own expense at the local police department.

SHA will maintain the confidentiality of any criminal record received and take reasonable precautions to ensure that such records are not misused or improperly disseminated. Such records shall be destroyed when the purpose for which they were requested has been accomplished.

Misuse of the above information by any employee will be grounds for termination of employment.

Behavior Resulting From a Disability

If termination is based upon behavior resulting from a disability and SHA receives a request for a reasonable accommodation, SHA will delay a decision on the denial or termination pending a decision on the request for reasonable accommodation.

K. Option Not To Terminate for Misrepresentation [24 CFR 982.551, 982.552(c)]

If the family has misrepresentation any facts that caused SHA to overpay assistance, SHA may terminate assistance or offer to continue assistance provided that the family executes a repayment agreement and makes payments in accordance with the agreement and/or reimburses SHA in full.
L. Misrepresentation in Collusion with Owner [24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, SHA will deny or terminate assistance.

In making this determination, SHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.
It is the policy of the SHA to recruit owners to participate in the Voucher program. Seattle Housing will provide owners with prompt and professional service in order to maintain an adequate supply of available housing. The regulations define when SHA must disallow an owner participation in the program, and they provide SHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for disapproving an owner’s participation in the Program.

For purposes of this section, "owner" includes a principal or other interested party.

A. Disapproval of Owner [24 CFR 982.306, 982.54(d) (8)]

An owner will not be approved if SHA is informed by HUD that:
1. The owner has been disbarred or suspended, or is subject to a limited denial of participation under 2 CFR 2424;
2. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
3. A court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

An owner may be disapproved for any of the following reasons:
1. The owner has violated obligations under a Housing Assistance Payment Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f), a lease with a tenant assisted by the program, or the HUD Tenancy Addendum;
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity;
4. The owner has a history or practice of non-compliance with Housing Quality Standards for units leased under any federal housing program;
5. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
   1. Threatens the right to peaceful enjoyment of the premises by other residents;
   2. Threatens the health or safety of other residents, employees of SHA, or of owner employees or other persons engaged in management of the housing;
   3. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
   4. Is drug-related criminal activity or violent criminal activity.
7. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD or with financing from other local or state governmental agencies;
8. The owner has engaged in actual physical abuse or has threatened abusive or violent behavior toward a resident, a member of the public, or SHA personnel. Note:
   a) “Abusive or violent behavior” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for disapproval of an owner; and
b) “Threatening” refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.

9. The owner has not paid state or local real estate taxes, fines or assessments.

Renting from relatives
Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any participant. SHA may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

Owners may not live in the same unit with assisted family members in a lease-shared housing arrangement unless specifically approved by HUD.

In cases where the owner and tenant bear the same last name, SHA may, at its discretion, require the participant and/or owner to state whether they are related to each other, and if so in what manner.

For purposes of this policy, “owner” includes a principal or other interested party.

B. Limitations on Owner’s Participation and Termination [24 CFR 982.453]

If an owner is guilty of frequent or serious Housing Assistance Payment (HAP) Contract violations, including repeated failure to enforce lease agreements with assisted families, or has committed fraud, bribery or any other corrupt or criminal act, or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

C. Change in Ownership

A change in ownership requires execution of a new HAP Contract. SHA and the new owner may, however, complete SHA’s HAP Contract Addendum which will affirm the new owner’s agreement with the HAP Contract(s) already in effect for the affected families, and the new owner’s willingness to be bound by the terms of the existing HAP Contract.

SHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security Number of the new owner.
CHAPTER 19 - OWNER OR FAMILY DEBTS TO SHA/PAYMENT AGREEMENTS
[24 CFR 982.453 (b), 982.552] [24 CFR 792.103, 982.552 (c) (v-vii)]

This chapter describes SHA's policies for the recovery of funds which have been overpaid.

File Documentation
Before a debt is assessed against a participant or owner, SHA's claim that a debt is owed must be properly documented, which shall include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, shall be made available to the owner or the participant who owes the debt.

Methods of Debt Collection
Every effort shall be made to collect all debts owed, which includes, but is not limited to:
1. Demands for lump sum payments;
2. Execution of a payment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and

A. Payment Agreement for Participants [24 CFR 982.552 (c) (v-vii)]

A payment agreement is a written agreement entered into between SHA and a person who is indebted to SHA. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of payment, any special provisions, and the remedies available to SHA in the event of a default by the debtor.

SHA May Decline to Enter Into a Payment Agreement
SHA, in its sole discretion, may enter into payment agreements with owners or participants. SHA will generally not enter into payment agreements when:
1. There is an existing payment agreement between SHA and the participant;
2. The participant has already had two payment agreements in the past (even if they are both paid in full);
3. SHA determines that the participant has committed or has attempted to commit program fraud; or
4. SHA determines that the amount owed is more than the participant can repay in a reasonable period of time.

Terms and Conditions of Payment Agreements
SHA shall prescribe the terms and conditions of any payment agreement.

Repayment Term
The payment agreement term shall range from 2 to 24 months, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed. Written requests to the HCV Administrator for a term longer than 24 months will be reviewed on a case-by-case basis.

Monthly Payments
The monthly payment shall be the greater of $50 or the total amount due divided by the number of months in the term of the payment agreement, up to 24 months (1/12th of the total amount owing for a 12 month payment plan, 1/18th for an 18 month payment plan, etc.).

The HCV Administrator may approve a decrease or temporary (up to 6 months) deferral of the monthly payment for participants who experience a hardship (such as loss of income or a medical situation),
provided that the participant requests a hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the agreement up until the hardship. The change in monthly payment shall be made an attachment to the payment agreement and shall be signed by the HCV Administrator and the participant(s). The term of the payment agreement shall be lengthened accordingly.

**Execution**
Payment agreements shall be executed by the head of household. The payment agreement shall be executed for SHA by the HCV Occupancy Manager or designee.

**Methods of Payment**
Payments shall be made by money order, personal check, or cashier’s check.

**Late Payments/Default/Termination of Assistance**
Payments shall be delinquent if not received by SHA within five business days of the due date. Failure to make any payment before it is delinquent shall constitute a default under the payment agreement.

When a payment is delinquent the participant’s assistance may be terminated and SHA may pursue any available remedy, including filing a civil action, to collect the balance owing.

**Referrals**
When fraud is involved, SHA may refer a participant’s or owner’s case to the HUD Inspector General, the U.S. Attorney, the County Prosecutor, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

**Requests to Move**
No move with continued assistance will be approved until the debt is paid in full or the family is current in their payment agreement, unless the move is the result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP Contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation approved by SHA; or
5. The move is necessary as a result of domestic violence, with documentation of police reports and a court-ordered restraining order.

SHA may require that a payment agreement be current before issuing a voucher to move in these cases.

**B. Owner Debts to SHA [24 CFR 982.453(b)]**

If an owner has received Housing Assistance Payments or claim payments to which the owner is not entitled, SHA may recover such amounts from future Housing Assistance Payments or claim payments owed the owner.

If future housing assistance or claim payments are insufficient to recover the amounts owed in a reasonable time, SHA may:

- Demand that the owner pay the amount in full within 30 days;
- Enter into a payment agreement with the owner for the amount owed;
- Refer the debt to a collection agency;
- File a lawsuit to recover the debt; or
- Prohibit the owner’s future participation in the program.
C. Writing off Debts

Debts that are uncollected after six years from the date the debt was due, or from the date of execution of a payment agreement, will be written off by the SHA Finance Department but shall still continue to be due and owing by the household. Debts that are reduced to judgment shall be written off by the SHA Finance Department when the judgment can no longer be collected legally but shall not be forgiveness of debt by SHA.

SHA shall keep a record of all debts owing for reference in reviewing applications for participation in the HCV program or other housing programs administered by SHA. If a family with an outstanding debt submits an application for an SHA program they will be required to repay the unpaid debt, regardless of the length of time the debt has been outstanding. Following notification of the debt, the applicant must repay the debt in full within 6 months of the date of notification or their application will be cancelled.
CHAPTER 20 - COMPLAINTS AND APPEALS

This Chapter describes the policies, procedures and standards to be applied when applicants, owners or participants disagree with an SHA decision.

A. Complaints

Processing Complaints
All complaints, other than HQS violation complaints, must be in writing. HQS complaints may be reported orally (by telephone or in person) or in writing.

SHA will respond to all properly documented complaints within 10 business days.

Complaints By or Concerning Participants
Complaints by or concerning program participants shall be referred to the Certification Specialist II. Any complaint not resolved by the Certification Specialist II shall be referred to the HCV Occupancy Manager, and if still unresolved to the HCV Administrator and then to the Director of Rental Assistance Programs.

Complaints By or Concerning Applicants
Complaints by or concerning applicants shall be referred to the HCV Issuance Manager. Any complaint not resolved by the HCV Issuance Manager shall be referred to the HCV Administrator and then to the Director of Rental Assistance Programs.

B. Informal Reviews for Denials of Admission to Program [24 CFR 982.54(d) (12), 982.554]

An informal review is a review of an applicant’s file and circumstances by an SHA staff person who has not had any previous material involvement with the applicant, to determine whether SHA’s policies and procedures have been applied correctly in denying the application.

When Informal Reviews are required
An applicant whose application is denied shall be provided an opportunity for an informal review of SHA’s decision.

Exception: An applicant whose application is denied for reasons of citizenship or eligible immigrant status shall be provided an “informal hearing” (see procedures below).

When Informal Reviews are not required
Informal reviews are not required for the following:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
2. General policy issues or class grievances such as local preferences and income eligibility;
3. The determination of the family unit size under SHA subsidy standards;
4. A refusal to extend or suspend a voucher;
5. A determination not to approve tenancy for a specific unit;
6. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
7. A determination that a unit is not in accordance with HQS due to family size or composition.

Notice of Denial/Procedure for Requesting Informal Review
When SHA determines that an applicant is ineligible, the applicant must be notified of the decision in writing.
The notice must state:
1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

If SHA obtains criminal record information from a State or local agency showing that a household member has been convicted of a crime relevant to applicant screening, SHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. This opportunity will be provided before a denial of admission on the basis of such information (24 CFR 5.903(f)).

Procedure for Informal Review
A request for an informal review must be submitted in writing to SHA by 5:00 p.m., no later than 10 business days from the date of SHA’s denial notice. An informal review will be scheduled within 10 business days from the date the hearing request is received.

The review may be conducted by a supervisory level staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both SHA and the applicant may present evidence and witnesses. The applicant may, at the applicant’s own expense, be represented by an attorney or other representative.

The applicant may be present at the review to provide information, but the applicant’s presence is not required.

The review may be conducted as a conference call at the discretion of SHA.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision. All review requests, supporting documentation, and a copy of the final decision shall be retained in the applicant’s file.

C. Informal Hearing Procedures for Participants [24 CFR 982.555(a-f), 982.54(d) (13)]

When Hearings for Participants are required
SHA must give a participant family an opportunity for an informal hearing to consider whether the following PHA decisions, relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and SHA policies:
1. The determination of the participant’s annual or adjusted income and the computation of the Housing Assistance Payment;
2. The determination of the appropriate utility estimate (if any) for tenant-paid utilities, from the SHA utility estimate schedule;
3. The determination of family unit size under SHA’s subsidy standards;
4. A decision to terminate a participant’s enrollment in JobLink, withhold supportive services, or propose forfeiture of the participant’s escrow account;
5. A decision to terminate assistance for a participant family because of the family’s action or failure to act (see 24 CFR 982.552); and
6. A decision to terminate assistance because the participant family has been absent from the
assisted unit for longer than the maximum period permitted under SHA policy and HUD rules.

An opportunity for an informal hearing must always be provided before terminating assistance.

**Notice to Participants of SHA Decisions**

Participants shall be notified in writing of decisions regarding the amount of their assistance or their eligibility for continued participation in the program. Participants will be given prompt notice of such decisions, which shall include:

1. The proposed action or decision;
2. The date the proposed action or decision will take place;
3. The participant’s right to an explanation of the basis for the decision;
4. The procedures for requesting a hearing if the participant disputes the action or decision;
5. The deadline for requesting the hearing; and
6. The name or title of the person to whom the hearing request should be addressed.

When continued participation in the program is denied because of criminal activity described in a criminal record, SHA will, on request, provide the participant and the person who is the subject of the record a copy of the criminal record upon which the denial decision is based.

If SHA obtains criminal record information from a State or local agency showing that a household member has been convicted of a crime that may result in a denial of continued participation in the program, SHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the participant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. (24 CFR 5.903(f))

A copy of SHA’s hearing procedures shall be provided if requested by the family.

**Notification of Hearing**

When a request for an informal hearing is received, a hearing shall be scheduled within 30 days from the date the request is received by SHA. The hearing notification shall state:

1. The date and time of the hearing;
2. The place where the hearing will be held;
3. That the participant has a right to present evidence and witnesses, bring translators, and be represented by legal or other representatives at the participant’s expense;
4. That the participant has the right to view any available documents or evidence upon which SHA based the proposed action and, at the family’s expense, obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than three business days before the hearing date. If the family requests copies of documents relevant to the hearing, SHA will make the copies for the family and assess a charge of 15 cents per copy. In no case will the family be allowed to remove the file from SHA’s office; and
5. That SHA shall have the opportunity to examine, at its offices, before the hearing, any of the participant’s documents that are relevant to the hearing, and must be allowed to copy any such document at its expense. Any documents not provided to SHA may not be used in the hearing.

**D. Conduct of Hearings Not Involving a Voucher Termination**

**Participant Rights**

Participants have the right to:

1. Present written or oral objections to SHA’s determination;
2. Examine the documents that are the basis for SHA’s action, and all documents submitted to the Hearing Officer;
3. Present any information or witnesses on any pertinent issues;
4. Request that SHA staff be available or present at the hearing to answer questions pertinent to
5. Be represented, at their own expense, by legal counsel or other designated advocate or representative.

**SHA Rights**

In addition to other rights contained in this Chapter, SHA has a right to:

1. Present evidence and information on any pertinent issue;
2. Three days’ advance notice of the participant’s intent to be represented by legal counsel or other advocate or representative;
3. Examine and copy any documents presented at the hearing;
4. Be represented by counsel; and
5. Have staff persons and other witnesses familiar with the case present.

**Conduct of the Hearing**

The informal hearing shall be conducted by a Hearing Officer appointed by SHA who is neither the person who made or approved the decision, nor a subordinate of that person.

Only the issues subject to appeal and raised by the participant in their notice of appeal shall be addressed at the hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence in judicial proceedings.

No documents may be presented at the hearing which have not been provided to the other party if requested before the hearing. “Documents” include all written records.

If the participant desires an audio recording of the hearing, the recording must be requested at least one business day prior to the hearing date.

The Hearing Officer may ask the family for additional information and/or may adjourn the hearing as needed. If the family requests a reasonable accommodation during the hearing, the Hearing Officer will make a decision to approve or deny the request based on the criteria in the Reasonable Accommodations Policy section of this Plan. In the case of domestic violence, the hearing may be postponed pending further investigation.

If the family fails to appear at the hearing, or fails to meet a deadline imposed by the Hearing Officer, the decision of SHA shall become final and take effect immediately. No new hearing will be granted unless the applicant is able to demonstrate to SHA, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

**Standard of Review**

The Hearing Officer will determine whether SHA’s action or decision is consistent with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

**Decision**

The Hearing Officer will issue a written decision within 10 business days after the date the hearing is closed.

The decision shall include:

1. A clear statement of the Hearing Officer’s findings, conclusion and decision;
2. A clear summary of the decision and explanation of the reasons;
3. If the decision involves money owed, a clear statement of the amount owed, and documentation of the calculation of the amount owed; and
4. The date the decision is effective.

D. Informal Voucher Termination Hearing Procedures

Participant Rights
SHA shall afford, at a minimum, the following procedural safeguards to any Housing Choice Voucher participant facing termination:
1. At least 30 day’s notice of the grounds for termination;
2. An opportunity to appear in person and present objections orally;
3. An opportunity to present any information or witnesses on any pertinent issues;
4. An opportunity to confront and cross-examine adverse witnesses;
5. An opportunity to have counsel (at the participant’s expenses);
6. A competent and impartial decision-maker;
7. Determination of relevant facts by a preponderance of the evidence;
8. A decision based solely on the evidence and arguments presented at the hearing;
9. A written decision that explains the legal reasoning and factual basis for the decision;
10. A record made of the hearing.

SHA Rights
In addition to other rights contained in this Chapter, SHA has a right to:
1. Present evidence and information on any pertinent issue;
2. Three days’ advance notice of the participant’s intent to be represented by legal counsel or other advocate or representative;
3. Examine and copy any documents presented at the hearing;
4. Be represented by counsel; and
5. Have witnesses testify on any issue and have staff persons and other witnesses familiar with the case present.

Conduct of the Hearing
The informal hearing shall be conducted by a Hearing Officer appointed by SHA who is neither the person who made or approved the decision, nor a subordinate of that person, and who has the qualifications described in Section “H” below.

Only the issues subject to appeal and raised by the participant in their notice of appeal shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law at information hearings, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case. An argument is relevant if the manner in which the contention is resolved could affect the outcome of the hearing. Relevance shall be determined by the Hearing Officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence in judicial proceedings; provided Hearing Officers may exclude evidence that is irrelevant, immaterial, or unduly repetitious, and; provided further that Hearing Officers shall consider evidentiary principles, including, but not limited to:
1. That the information offered is not relevant to the proceeding; “relevant” means having a tendency to prove that any fact of consequence to the outcome of the hearing more likely or less likely than without the information;
2. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweighs the probative value of the information;
3. That the information is offered in violation of some public policy, such as evidence unlawfully
obtained in violation of a family’s legal or constitutional rights, or evidence obtained in the course of settlement negotiations, or evidence of a person’s character offered to prove action in conformity therewith on a specific occasion; or

4. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing which has not been provided to the other party if requested before the hearing. “Documents” include all written records.

SHA shall record all informal hearings by electronic means. If a participant objects to the recording of his or her informal hearing, the hearing officer will not make an official recording, but may make a personal recording for his or her own use.

If a party seeks to record any informal hearing by means other than audio recording, such as by stenographic transcription or by audio/video recording, the hearing officer shall permit such alternative recording at the requesting party’s expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record or in the written decision.

SHA shall provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

The Hearing Officer may ask the family for additional information and/or may adjourn the hearing as needed.

Hearing Officers shall not impose arbitrary limits on the length of time that a hearing may last, or the amount of time specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. Hearing Officers may impose such limits but only as warranted for cause in their discretion, in which case the Hearing Officer should state the reasons for imposing the limits on the record or in the written decision.

If the family fails to appear at the hearing, or fails to meet a deadline imposed by the Hearing Officer, the decision of SHA shall become final and take effect immediately. No new hearing will be granted unless the applicant is able to demonstrate to SHA, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

**Standard of Review**

Hearing Officers presiding over SHA informal hearings shall consider all relevant facts and conform their rulings to all relevant legal authority, including, but not limited to:

1. The United States Constitution and U.S. Code;
2. All relevant federal regulations, particularly those codified at 24 CFR Part 982.1 et seq. (concerning the tenant based Housing Choice Voucher Program);
3. Other HUD policies, as applicable; see 24 CFR 982.52 (a);
4. Internal SHA policies, in particular the Section 8 Administrative Plan;
5. All applicable State law, including Washington statutes and regulations and the common law of Washington State as reflected by judicial decisions;
6. All relevant charter provisions, ordinances, and other laws governing the City of Seattle, including the Seattle Municipal Code.

Hearing Officers presiding over SHA informal hearings shall adjudicate all material factual issues raised at an informal hearing. A factual issue is “material” if the adjudication of the fact tends to affect the outcome of the hearing.
In adjudicating factual issues at informal hearings, the burden of production and persuasion with respect to any fact shall be on the party asserting the fact.

**Decision**
The Hearing Officer will issue a written decision within 10 business days after the date the hearing is closed.

The decision shall include:
1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for SHA, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing (and if the hearing occurred over multiple days, the date the hearing began and the date it ended);
3. A summary of the factual allegations and the SHA action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the conclusion of law and any other relief ordered; and
7. If the decision is to uphold termination, notice of the availability of judicial review. Such notice shall also indicate: that time limitations for seeking judicial review may apply, that participants who seek judicial review must do so at their own expense, that neither the hearing officer nor SHA can offer legal advice, and that participants who cannot afford an attorney may seek information and referral to a legal services provider by dialing 211 or, if using a payphone, by dialing 1-877-211-WASH (9274).

**E. Decisions Not Binding on SHA**

SHA shall not be bound by any decision that:
1. Concerns matters for which no opportunity for a hearing is provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state or local laws;
4. Exceeds the authority of the Hearing Officer; or
5. Involves issues not raised in the participant’s appeal notice.

If SHA determines that it is not bound by the Hearing Officer’s decision it shall, within 10 days of the date of the Hearing Officer’s decision, so advise the participant in writing, which shall include the reasons for SHA’s determination that it will not be bound by the decision.

**F. Records**

All non-termination hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant’s file.

All voucher termination hearing requests, supporting documentation and a copy of the non-redacted final decision shall be retained in the participant’s file.

SHA shall safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than thirty-seven (37) months after the decision date; if a family’s Housing Choice Voucher program participation is terminated pursuant to an informal hearing decision, SHA shall keep the hearing recording for at least thirty-seven (37) months from the date of the last Housing Assistance Payment made on behalf of the family. SHA shall also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.
G. Hearing Officer Selection

Persons having no other affiliation with Seattle Housing Authority (SHA) (i.e., other than as Hearing Officers) shall serve as Hearing Officers in termination of Section 8 Housing Choice Voucher informal hearings; provided that, the PHA reserves the right to establish an in house Hearing Officer position, and; provided further, that such an in house Hearing Officer shall meet the Hearing Officer qualifications, will be selected, and will be subject to performance reviews.

SHA will maintain a roster of persons approved to serve as Hearing Officers. To the extent possible, the roster shall contain at least three (3) approved Hearing Officers at all times. SHA will assign Hearing Officers from the roster to specific cases through a blind rotating basis; exceptions will be made only for good cause, which shall include, but not limited to, scheduling difficulties and ethical conflicts. On written agreement of the parties, a person (or persons) not listed on SHA’s roster of Hearing Officers may serve as the Hearing Officer for a particular case.

SHA shall solicit applications (through paid advertising) when the number of active hearing officers on SHA’s roster falls below three (3).

Consistent with SHA hiring policies, SHA will advertise for Hearing Officer(s) periodically, in order to maintain a minimum of three (3) Hearing Officers on a roster to serve as Hearing Officers for informal hearings.

Whenever additional Hearing Officers are to be added to the roster, SHA will form a selection panel, composed of five members. The panel shall include housing authority officials and staff and non-housing authority personnel who have Section 8 expertise, legal training and/or experience in mediation/arbitration. One panel member shall be appointed by the Seattle Tenant’s Union and one panel member shall be appointed by the King County Bar Association Housing Justice Project’s Sponsor Group, provided that no one from the following organizations shall be selected to serve on the panel: The Northwest Justice Project, the Legal Action Center, Columbia Legal Services, or any other organization whose members or staff regularly represent Housing Choice Voucher participants in SHA informal hearings.

The panel will review Hearing Officer Applicant resumes, conduct in-person interviews and recommend candidates to the SHA hiring official or officials for selection.

SHA will advertise a rate of compensation for Hearing Officers reasonably calculated to attract qualified applicants to apply for the position. All advertisements shall be posted to the websites of the Seattle Housing Authority, the Washington State Bar Association, the King County Bar Association, and the Advocate Resources Center.

Advertisements for SHA Hearing Officers will indicated that qualified applicants must have legal training and experience defined as:
1. A Juris Doctorate from an accredited law school; and
2. At least three years relevant experience as an attorney, law clerk, judge, arbitrator, administrative law judge, or other legal professional.

H. Hearing Officer Evaluation

Consistent with SHA’s Human Resource policies, each Hearing Officer will be subject to an annual performance evaluation.
To facilitate such reviews, SHA shall, at the conclusion of each informal hearing, distribute “Informal Hearing Evaluation Forms” to all persons in attendance; the form shall ask:

1. Whether the Hearing Officer was courteous and respectful;
2. Whether the Hearing Officer allowed the participant a fair opportunity to present his or her evidence and arguments;
3. Whether the Hearing Officer was neutral and impartial; and
4. Any other questions, as determined by SHA.

The Informal Hearing Evaluation form shall ask respondents to identify themselves as participants, advocates, witnesses, SHA staff, etc., but shall not ask persons to identify themselves by name, office or other identifying characteristics. The Informal Hearing Evaluation form shall contain information encouraging recipients to complete and deliver the form to SHA by mail, fax, email, or hand delivery and contain instruction on how to do so.

SHA may share information collected in the Informal Hearing Evaluation Form with Hearing Officers for the purpose of assisting Hearing Officers in evaluating and improving their performance.

Prior to each Hearing Officer’s annual review, SHA will send to any attorneys and other advocates who appeared before the Hearing Officer a “Hearing Officer Evaluation Form,” which shall ask to evaluate the performance of SHA Hearing Officers in the following areas:

1. Professionalism/Demeanor/Conduct of the proceedings;
2. Skill at evaluating evidence and determining facts;
3. The soundness of legal rulings;
4. Fairness and objectivity;
5. Quality of analysis and clarity of written opinions; and
6. Any other criteria, as determined by SHA.

The Hearing Officer Evaluation Form may ask respondents to identify themselves as attorneys or other types of advocates, but shall not ask person to identify themselves by name, office, or other identifying characteristics. The Hearing Officer Evaluation Form shall contain information encouraging recipients to complete and deliver the form to SHA by mail, fax, email, or hand delivery and contain instructions on how to do so.

I. Hearing Officer Training

SHA shall establish a “Hearing Officer Training Program.” All persons admitted to SHA’s roster of Hearing Officers shall complete the Hearing Officer Training Program within three (3) months of admission to the roster.

The Hearing Officer Training Program shall consist of at least six hours of instruction on the Section 8 Housing Choice Voucher Program and SHA’s Section 8 Administrative Plan.

SHA shall create a training manual for Hearing Officers; SHA shall post an electronic copy of the manual on its website and shall distribute one copy, either in paper or electronic form, to each Hearing Officer.

J. Hearing and Appeal Provisions for “Restrictions on Assistance to Non-Citizens”

[24 CFR Part 5, Subpart E]

If there is an INS appeal, assistance to an applicant or participant may not be delayed, denied or terminated on the basis of the applicant’s or participant’s immigration status prior to receipt of the decision on the INS appeal.
Assistance to a family may not be terminated or denied while an SHA hearing is pending.

**INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 days of the right to appeal to the INS. Such an appeal must be filed within 30 days. The applicant or participant may also request an informal hearing with SHA.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to SHA or SHA may proceed to deny the application or terminate assistance.

The time period for requesting an appeal may be extended for good cause.

**Hearing Request**

The request for an SHA hearing must be made within 14 calendar days of receipt of the notice of the right to appeal to the INS or request an informal SHA hearing.

**Hearing Process**

After receipt of a request for an informal hearing, SHA shall schedule and conduct the hearing in accordance with the procedures described in Section “C” above.

**Ineligibility Determinations**

If the Hearing Officer determines that the applicant or participant is not eligible, and there are no other eligible family members, SHA may:

1. Defer termination if the participant qualifies for deferral; or
2. Terminate the participant if they do not qualify for deferral.

If there are eligible members in the family, SHA will offer to pro-rate assistance or give the family the option to remove the ineligible members.

**Other Complaints Related to Citizenship/Immigration Status**

If any family member fails to provide documentation or certification as required by the regulations, that member shall be considered ineligible. If all family members fail to provide the required documentation, the family will be denied assistance or terminated for failure to provide the required information.

Participants terminated after a temporary deferral may not request a hearing.

Participants whose assistance is pro-rated (either because some members are ineligible or because of the failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing regarding tenant rent and Total Tenant Payment determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same manner as terminations for any other fraud.
SHA will subsidize the following special housing types:

1. Single room occupancy housing;
2. Congregate housing; and
3. Lease shared housing.

### A. Single Room Occupancy [24 CFR 982.602, 603, 604]

A single person may reside in a Single Room Occupancy (SRO) housing unit and receive assistance under the Housing Choice Voucher Program. SHA will use a separate lease and Housing Assistance Payment Contract for each assisted person residing in an SRO unit under the tenant-based Housing Choice Voucher Program. [24 CFR 982.603]

The payment standard for participants residing in an SRO unit who have a tenant-based Housing Choice Voucher is 75 percent of SHA’s zero-bedroom (studio) payment standard.

The payment standard for SRO project-based units is described in Chapter 5.

**Utility Estimate**
The utility estimate for an assisted person residing in an SRO unit is the same as a studio unit.

**Housing Quality Standards**
SHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

### B. Congregate Housing [24 CFR 982.606, 607]

An elderly person or a person with disabilities may reside in a congregate housing unit and be assisted under the Housing Choice Voucher Program.

SHA shall require a separate lease and HAP Contract for each assisted participant in a congregate care unit.

The payment standard for a family that resides in a congregate housing unit is the zero-bedroom (studio) payment standard on SHA’s payment standard schedule.

Exception: If there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one-bedroom payment standard amount.

### C. Housing Quality Standards

SHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

### D. Leased Shared Housing [24 CFR 982.615, 982.616]

**Occupancy**
An assisted family may reside in shared housing, along with other persons who are assisted or not assisted.
SHA may approve a live-in aide to reside with a family in order to care for a person with a disability, according to the guidelines for approving a live-in aide described in Chapter 1. An approved live-in aide will be counted in determining family size and the number of bedrooms to be subsidized.

The owner of a shared housing unit may reside in the unit; however, housing assistance may not be paid on behalf of an owner.

SHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate Housing Assistance Payment Contract and lease for each SHA assisted family residing in a shared housing unit.

**Rent and HAP Contract**
The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The term “pro-rata portion” means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the family’s pro-rata portion would be $\frac{3}{5}$ of the rent for the unit.

The reasonable rent must be in accordance with the guidelines established in Chapter 13, Owner Rents, Rent Reasonableness, and Payment Standards.

**Maximum Subsidy**
For a family that resides in a shared housing unit, the payment standard is 80% of the payment standard for a unit of the same bedroom size.

**Utility Estimate**
The utility estimate for an assisted family living in shared housing is the pro-rata portion of the utility estimate for the shared housing unit.

**Housing Quality Standards**
SHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.
This Chapter outlines SHA’s policies for the prevention, detection and investigation of program abuse and fraud.

“Fraud and abuse” means a single act or pattern of actions that constitutes a false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead and that results in payment of Housing Choice Voucher (HCV) funds in violation of HCV program requirements.

A. Criteria for Investigation of Suspected Abuse and Fraud

SHA expects participating families to comply with HUD requirements, voucher provisions, and program rules. SHA staff will make every effort to orient and educate all participants to avoid any non-compliance. SHA acknowledges, however, the possibility of both inadvertent and deliberate non-compliance, and acknowledges its responsibility to HUD, the Seattle community, and to eligible families in need of housing assistance, to investigate incidents of non-compliance.

SHA will initiate an investigation in any of the following circumstances:

1. Referrals, complaints, or tips: SHA will investigate allegations received from any source including other agencies, companies or individuals of participant non-compliance or violation of family obligations or program rules;
2. Internal file review: An investigation will be conducted if SHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, SHA’s knowledge of the family, or is inconsistent with statements made by the participant; and
3. Verification of documentation: An investigation will be made whenever SHA receives independent verification or documentation that conflicts with information or representations in the family’s file (such as public record information or credit bureau reports, or reports from other agencies).
4. Inspection identifies possible discrepancies or suspicious circumstances: SHA will investigate when an HQS inspector identifies circumstances that appear to not match the information on record for a family; for example a household member may be working but not reported, more people living in the unit than authorized, or less people living in the unit than authorized.

B. Steps SHA Will Take to Prevent Program Abuse and Fraud

SHA management and staff will undertake to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families by emphasizing education as the primary means to obtain compliance by families.

Orientation/Briefing Session
Mandatory orientation sessions will be conducted by SHA staff for all prospective program participants, upon issuance of a voucher, which discuss the requirements of the program in detail. At the conclusion of the voucher issuance orientation, the family representative shall be required to sign a form to confirm that all rules and pertinent regulations have been explained.

C. Steps SHA Will Take to Detect Program Abuse and Fraud

SHA staff will maintain a high level of awareness of possible abuse and fraud by participants.

1. Quality control file reviews: Prior to initial certification, and at the completion of all subsequent
re-certifications, a minimum of 10 percent of files will be reviewed. Such reviews shall include, but are not limited to:

a) Assuring the verification of all income and deductions is present;
b) Noting any changes in reported Social Security Numbers or dates of birth;
c) Verifying the authenticity of file documents;
d) Examining the ratio between reported income and expenditures;
e) Reviewing signatures for consistency with previously signed file documents; and
f) Determining that all forms are completed and correctly dated and signed.

2. Observation: SHA management and occupancy staff (including housing inspectors) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Any relevant observations shall be documented in the participant’s file;

3. Public records: Public records and publicly available information may be reviewed by management and staff;

4. State wage data record keepers: Inquiries to state wage and employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, will be made as needed in order to detect unreported wages or unemployment compensation benefits;

5. Criminal background inquiries; and

6. Credit bureau inquiries: Credit bureau inquiries may be made (with authorization by the participant when required) in the following circumstances:
   a) At the time of initial eligibility determination;
   b) When SHA receives an allegation of unreported income; or
   c) When a participant’s expenditures or assets noticeably exceed his/her reported income.

SHA’S Handling of Allegations of Fraud and Program Abuse
SHA staff will encourage participants, owners and community members to report suspected fraud and program abuse to the Certification Specialists. All such referrals, as well as referrals from other agencies, will be thoroughly documented and placed in the participant’s file. All allegations, complaints and tips will be carefully evaluated to determine if they warrant further investigation.

The Certification Specialists will investigate allegations that contain one or more independently verifiable facts, but will not investigate allegations that are vague or non-specific.

File Review
An internal file review will be conducted to determine if the subject of the allegation is an SHA applicant or participant and, if so, to determine whether the information reported has been previously disclosed.

If SHA staff conclude after reviewing the file that there are facts contained in the allegation that conflict with file data, and the facts are independently verifiable, the HCV Occupancy Manager or his/her designee will initiate an investigation to determine if the allegation is true or false. The Occupancy Manager’s investigation shall be concluded within 30 days of the conclusion of the internal file review. If additional verifications are necessary to substantiate or invalidate an allegation, a referral may be made by the Manager to SHA’s Fraud Investigator.

Investigation of Allegations of Abuse and Fraud
If SHA determines that an allegation or referral warrants investigation, either the staff person who is responsible for the file or a person designated by the HCV Occupancy Manager shall conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but not be limited to, the items listed below. In all cases, written authorization from the program participant shall be received as needed for the release of information.
Credit Bureau Inquiries (CBI)
In cases involving possible unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

Verification of Credit
In cases where the financial activity conflicts with file data, SHA will obtain a credit check or Employment Security report in order to determine the unreported income source.

Employers and Ex-Employers
Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses
Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to SHA’s review; while maintaining confidentiality of our participants.

Other Agencies
Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records
If relevant, the review of any public court records. Examples of public records which may be reviewed include: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, and postal records.

Interviews with Heads of Household or Family Members
The investigator may discuss the allegation (or details thereof) with the head of household or family member.

Internal Revenue Service (IRS) Inquiries
Authorization forms will be signed to allow SHA to verify all income reported to the IRS, including verification of non-filing.

Placement of Documents, Evidence and Statements Obtained by SHA
Documents and other evidence obtained by SHA during the course of an investigation shall be kept in a participant’s file following completion of an investigation.

Conclusion of SHA’s Investigative Review
At the conclusion of the investigation, the HCV Occupancy Manager shall report the findings to the HCV Administrator or designee who shall determine whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

Evaluation of the Findings
If it is determined that a program violation has occurred, the HCV Administrator in consultation with the HCV Occupancy Manager will determine:
1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the family; and
4. If the family is eligible for continued assistance.

Action Procedures for Violations Which Have Been Documented
When a program violation has been documented, the HCV Administrator will propose an appropriate remedy based upon the type and severity of the violation, in the following manner:
1. Procedural non-compliance: This category applies when the participant fails to observe a
procedure or requirement of SHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of non-compliance violations include failure to appear at a pre-scheduled appointment, including inspections, and failure to return a verification or required document in a time period specified by SHA. In such cases a notice will be sent to the family which contains the following:

a) A description of the non-compliance and the procedure, policy or obligation which was violated;

b) The date by which the violation must be corrected, or the procedure complied with;

c) The action which will be taken by SHA if the procedure or obligation is not complied with by the date specified by SHA; and

d) The consequences of repeated (similar) violations.

2. Procedural non-compliance – overpaid assistance: When the family owes money to SHA for failure to report, or delayed reporting of, changes in income or assets, or change in household composition SHA will issue a termination notice if the amount is over $10,000, if there is a history of such violations, or, when the amount is less than $10,000 if the participant refuses to enter into a payment agreement and/or make payments on a signed payment agreement. This notice will contain the following:

a) A description of the violation and the date(s);

b) An explanation of the amounts owed to SHA;

c) The right to contest the overpayment and to request an informal hearing, with instructions on how to request such a hearing;

d) A statement that any hearing request must be made within 10 business days from the date of the notice;

e) The option to set up a repayment plan in lieu of an informal hearing if such a plan is offered by the Occupancy Manager;

f) A statement that if the participant fails to request an informal hearing or make repayment arrangements, SHA will terminate assistance; and

g) A statement that if the participant is offered a repayment agreement, the participant must meet in person with SHA staff to discuss how the overpayment was calculated and the terms of the repayment agreement. Staff will emphasize in that meeting that any missed payment will result in termination with no further recourse. If the participant requests an informal hearing at the meeting, one will be scheduled using the procedures outlined in Chapter 20.

3. Intentional misrepresentations: When a participant intentionally falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, SHA may, depending upon its evaluation of the criteria stated below, take one or more of the following actions:

a) Criminal prosecution: SHA will refer the case to SHA’s Office of General Counsel. At their discretion, the Office of General Counsel may refer the case to the U.S. Attorney, City Attorney, County Prosecutor, Seattle Police Department or other law enforcement agencies, other investigative agencies (such as the State Department of Social and Health Services), the Immigration and Naturalization Service, or the IRS, as applicable. SHA may also notify HUD’s Office of the Inspector General;

b) Civil litigation: SHA may bring an action for recovery of funds and for costs and attorneys’ fees; or

c) Administrative remedies: SHA will terminate assistance and may execute an administrative repayment agreement in accordance with SHA’s repayment policy.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the participant of the misrepresentation;

2. That the act was done repeatedly;
3. If a false name or Social Security Number was used;  
4. If there were admissions to others of the illegal action or omission;  
5. That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member);  
6. That the participant falsified, forged or altered documents; or,  
7. That the participant uttered and certified to statements at any stage of the application process or participation in the voucher program, which were later proven to be false.

D. The Case Conference for Serious Violations and Misrepresentations

When SHA has established that material misrepresentation(s) have occurred, a case conference may be scheduled at SHA’s discretion to discuss the allegations with the family representative. The conference may, in SHA’s discretion, take place prior to any proposed action. The purpose of the conference is to review the information and evidence available with the participant, and to provide the participant an opportunity to explain any findings which conflict with representations in the participant’s file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by SHA. The participant will be given 10 business days to furnish any mitigating evidence.

A secondary purpose of the case conference is to assist SHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, SHA will consider:  
1. The duration of the violation and number of false statements;  
2. The family’s ability to understand the rules;  
3. The family’s willingness to cooperate, and to accept responsibility for his or her actions;  
4. The family’s past history; and  
5. Whether or not criminal intent has been established.

E. Post-Case Conference Notification to Participant of Proposed Action

Unless the participant provides evidence of mitigating circumstances, SHA will notify the family by certified mail of the proposed termination action no later than 30 days after the case conference.

F. Overpayments to Owners

If the owner has been overpaid as a result of fraud, misrepresentation or violation of the contract, SHA may terminate the contract, seek restitution and/or refer the case for criminal prosecution. SHA will make every effort to recover any overpayments made as a result of owner fraud or program abuse. SHA may recover such overpayments, and any funds owed the participant, from future payment due the owner.