

\*Cross References: (Reserved)

#### **4A. PROGRAM PURPOSE**

The purpose of the Housing Choice Voucher Program is to assist eligible families in affording rents for decent, safe and sanitary housing. The tenant family selects the dwelling they wish to live in. In the Voucher Program the Voucher Payment is fixed; it is based on the difference between 30% of the Family's adjusted gross income and the Payment Standard (like the Fair Market Rent). The Family's share of the rent can vary. The family will be advised and counseled regarding rent amounts based on their reported income, Fair Market Rents and Rent Reasonableness. A family wishing to live in a better place, can do so by paying a higher share of the rent.

#### **4B. ELIGIBILITY**

The Family must qualify under the criteria outlined in Chapter 1. In addition, all families qualifying under the Voucher Program must be very low income. Under certain circumstances a lower income family may qualify.

They must be actually displaced (required to move) by governmental action Rental Rehabilitation Grant Program activity, or their dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

#### **4C. SELECTION OF FAMILIES AND ISSUING VOUCHERS**

##### **1. Selection**

Families selected for a voucher will be drawn from the Section 8 Existing Housing Program waiting list. When a family is selected from the waiting list (or as a special admission), the Authority issues a Housing Choice Voucher.

##### **2. Voucher Issuance**

The Housing Choice Voucher, form HUD-52646, is the family's authorization to search for housing. It can be issued to the family only after the Authority has selected the family from the waiting list (except for a special admission) and determined its eligibility based on information received within 60 days prior to issuance.

The voucher specifies the unit size for which the family qualifies. This unit size may also be used to determine the amount of assistance the agency will pay to the owner on

behalf of the family. The voucher includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program.

A voucher is issued to the family after the family has been briefed on program requirements. The voucher is evidence that HACK has determined the family to be eligible for the program and plans to subsidize the family if the family selects a unit that can be approved under program requirements. HACK is under no obligation to either the family or the owner to approve any specific unit, but the voucher is a contractual agreement between the Authority and the family, obligating the Authority to provide assistance if the family locates an approved unit and complies with the family obligations.

**HACK will issue enough vouchers to:**

- Meet its leasing schedule when a new allocation is received;
- Replace vouchers that have been issued but have expired; and
- Account for families who have left the program, thereby making vouchers available for use by new families

**HACK** must have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, the agency must wait until it has adequate funds through vouchers turning over before it calls another family from the list.

**If HACK** is not assisting the required number of Non Elderly Disabled (NED) families, HUD-Veterans Affairs Supportive Housing (VASH) families, and Family Unification Program (FUP) families, when it resumes issuing vouchers, it will issue vouchers first to these special purpose voucher categories of families on its waiting list until HACK is assisting its required number of special purpose vouchers. Special programs voucher families will be selected in date and time order.

**3. Briefing of Families**

Families shall be briefed as stated in Chapter 5. HACK shall brief the Family on the function of the Payment Standards determination of the Voucher payment, and the minimum rent the Family must pay.

**4. Voucher Packet**

HACK shall provide each Family with a Voucher Packet, which will contain the

same information as the Briefing Packet, except that the Family will be informed how the Voucher Payment is computed.

## **5. Term of Voucher**

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

## **6. Extensions**

HACK may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, HACK will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requests an extension due to the disability, HACK may grant an extension as a reasonable accommodation at the discretion of the Deputy Director or designee, allowing the family more than 120 days search time.

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

## **7. Transfers**

- a. Requests for transfers will be handled the same as for voucher holders.
- b. Moves within the jurisdiction of HACK, or to another Housing Jurisdiction:

The participant must submit a "Request to Transfer" form to the Section 8 Department Housing Coordinator. To be eligible for a transfer, the following criteria must be met:

- i. The Participant must have lived in a unit for at least one (1) year, and not have any outstanding Lease violations (i.e. pending termination of the Lease for Lease Violations), nor pending eviction.
  - ii. The Participant must not have any outstanding unpaid damage claims refundable to HACK or any other Public Housing Agency.
  - iii. The Participant family must otherwise continue to be eligible to receive family assistance, i.e., not paying full contract rent.
  - iv. If the preceding conditions are met; the Participant must attend a Transfer Briefing and be issued a Voucher.
- c. For information regarding emergency transfers for victims of domestic violence, dating violence, sexual assault, or stalking please reference the Emergency Transfer Plan in appendix IX.

## **8. Death of the Head of Household**

When HACK becomes aware that an individual in assisted housing is deceased, HACK will use due diligence in ensuring that all Federal Laws governing the operation of the assisted unit are adhered to. This section outlines the procedures HACK will take when assisted families have a deceased household member. When HACK believes that a household member has died, confirmation of the death will be made. HACK will immediately send a letter to the head of household or emergency contact person (if the head of the household is deceased and there is no other adult household member) to confirm the death of the listed household member, unless such documentation was submitted at the time of the reported death. In addition, HACK will notify the owner of the property in writing of the deceased head of household.

### **a. Single Member Household**

Housing Assistance payments (HAP) to the owner will be discontinued no later than the first of the following month after the month the death occurred upon confirmation of the death of the head of household. Any HAP payments made

**H.A.C.K.[SECTION 8 ADMINISTRATIVE PLAN]**

to the owner after that date must be paid back to HACK. In the event that the deceased head of household resided in a unit that was assisted under the Project Based Voucher Program, HACK will provide for vacancy payments to the owner. The owner of a unit subsidized under the Project Based Voucher Program is eligible to receive vacancy payments as outlined below:

- i. If an assisted family moves out of the unit, the owner may keep the HAP Payment for the calendar month in which the death of the head of household occurred.
- ii. At the discretion of HACK, the HAP contract may provide for vacancy payments to the owner for a determined period of vacancy extending from the beginning of the first calendar month after the death of the head of household for a period not to exceed one (1) full month following the month in which the death occurred.
- iii. The vacancy payment to the owner for the extra month is determined by HACK and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payments received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.
- iv. HACK may make vacancy payments to the owner only if:
  1. The owner submits a request for a vacancy payment in the form and manner required by HACK;
  2. The owner gives HACK prompt written notice certifying that to the best of the owner's knowledge and belief, the head of household is deceased and the date of death;
  3. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
  4. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
  5. The owner provides any additional information required and requested by HACK to verify that the owner is entitled to the vacancy payment and to determine the amount of any vacancy

payment.

**b. Multiple Member Household**

In the event that the deceased participant was not the only adult in the household, the remaining household member may assume possession of the unit if they qualify for assistance on their own, and there will be no violation of the lease with the owner.

If the remaining household member is a live-in aide, the live-in aide must vacate the housing unit. The live-in aide is not entitled or eligible for any rental assistance or continued occupancy. By definition the live-in aide would not be living in the unit except to provide the necessary supportive services on behalf of the head of household.

**c. Single Parent Household**

If the head of household is deceased and the remaining household members are all minor children, HACK with the concurrence of owner may allow a temporary adult guardian to reside in the unit until a court-appointed guardian is established. If the new guardian meets all admission criteria outlined in Chapter One (1), HACK may add the new guardian as the new head of household. If the new guardian is added as the head of household, the owner must be willing to enter into a new lease with the new head of household for a new HAP contract to be initiated.

**d. Reports**

HACK will make all necessary reports related to deceased household members to HUD in a timely manner.

#### **4D. TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

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

##### **1. Over-FMR Tenancy**

If HACK had entered in any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after

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

## **2. Voucher Tenancy**

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

## **3. Regular Certificate Tenancy**

HACK will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999, at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. HACK will give at least 120 days written notice of such termination to the family and the owner, and HACK will offer the family the opportunity for continued tenant-based assistance under the voucher program. HACK may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

## **4. Setting the Payment Standard**

HUD requires that the payment standard be set by HACK at between 90 and 110% of the FMR. HACK will review its determination of the payment standard annually after publication of the FMRs. HACK will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher

Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

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

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

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

#### **5. Prohibition Against Double Subsidy**

Families receiving Voucher subsidies may not simultaneously receive assistance under the following programs: Section 23; Section 101; Section 236; or other duplicate Federal, State or Local housing subsidies.

#### **6. Damage Claim Requirements**

No Damage Claims will be paid by the Housing Authority. Refer to Chapter 10, Section 10(V).

#### **7. No Vacancy Loss Guarantees**

If a Family moves out, the Owner shall promptly notify HACK, and HACK shall make no further Voucher Payments to the Owner for that unit. The owner may retain the Voucher Payment for the month in which the Family moves.

#### **8. Utility Reimbursements**

In some instances where the Family pays their own utility costs and the Family has very little income, the Voucher Payment will exceed the rent payable to the Owner. In all cases, the Family will be required to pay at least the minimum rent, but they may be eligible for a utility reimbursement. If the Family consents, the utility reimbursement will be made directly to the utility company.

#### **4E. FINDERS KEEPERS POLICY**

Except for Families under the Rental Rehabilitation Program, all Families with a Voucher are responsible for finding a suitable housing unit. Upon request, HACK will provide assistance in filing complaints when families allege illegal discrimination.

#### **4F. APPROVING UNITS AND EXECUTING LEASES AND VOUCHER CONTRACTS**

##### **1. HACK for Lease Approval**

HACK will give information to Owners and handle requests for lease approval in accordance with Chapter 6. HACK will use the required lease provisions prescribed by HUD for the Voucher Program.

##### **2. Decent, Safe, and Sanitary Condition of the Dwelling**

HACK will inspect the dwelling before executing a Voucher Contract to see if the dwelling complies with Housing Quality Standards.

##### **3. Dwelling Sizes which vary from Voucher Designation**

- a. HACK will not prohibit a family from leasing an otherwise acceptable dwelling because it is too large for the family
- b. HACK will not prohibit a family from renting a dwelling with fewer bedrooms, provided the dwelling meets the space requirements of the Housing Quality Standards.
- c. If HACK decides the family is overcrowded as per the Housing Quality Standards, HACK will issue a new Voucher, if one is available to the family and the family and HACK will find an acceptable dwelling as soon as possible. When an acceptable dwelling is found, HACK will close the Voucher Contract for the original dwelling.

##### **4. Lease Requirements**

HACK will review owner leases to assure that they contain all HUD-required lease provisions, and will contain no prohibited lease provisions. Leases used, must have attached the HUD-approved tenancy addendum with the required lease provisions.

##### **5. Approval and Disapproval of Leases and Execution of Voucher Contracts**

HACK will approve or disapprove leases and execute Voucher Contracts per Chapter 6.

#### **4G. MAINTENANCE, OPERATION, AND INSPECTIONS; SECURITY DEPOSITS**

The Owner shall provide all maintenance and services as specified in the Lease and Contract. HACK will not make any Voucher Payments if a unit is in violation of the Housing Quality Standards.

##### **1. Security Deposits**

An owner may collect a Security Deposit in an amount not to exceed two months contract rent. Any security deposit collected over this maximum because the family rented the unit prior to the PHA approval of a lease under the Housing Voucher Program does not have to be returned until the family vacates the unit subject to the lease terms. Upon the termination of tenancy, the owner shall comply with State and Local law in the disposition of the Security Deposit.

##### **2. Termination of Tenancy by Owner**

- a.** The Owner, in terminating the tenancy, must comply with requirements of the Lease, and State and Local law.
- b.** The Owner must provide HACK with a copy of the Notice Terminating the Tenancy.

##### **3. Reexamination of Family Income and Composition**

HACK will conduct reexaminations of family income and composition at least annually per Chapter 8. However, the assistance formula set forth in this section continues to apply. HACK will adjust the amount of each Family's Housing Assistance payment at the time of the annual reexamination to reflect any changes in family monthly-adjusted income or monthly income.

#### **4H. FAMILY OBLIGATIONS**

The family is required to fulfill its responsibilities per Chapter 12.

#### **4I. GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE**

The Section 8 Regulations regarding Denial or Termination shall apply to the Voucher

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Housing Authority of the County of Kern

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Program.

#### **4J. INFORMAL REVIEW OR HEARING**

The informal Review or Hearing procedures specified in Chapter 11 shall apply to the Voucher Program. References to Total Tenant Payment or Tenant Rent shall be considered to refer to Computation of the Voucher Payment for the Family.

#### **4K. PORTABILITY**

Portability allows a housing voucher holder to transfer from one public housing agency's jurisdiction to another. If a family decides to move, the initial (or issuing) PHA must notify the receiving PHA. The family must:

1. Meet the income eligibility limits of the issuing PHA
2. have attended a briefing and have a voucher and voucher packet;
3. find suitable housing within the time limit set by the issuing PHA;