



BALTIMORE REGIONAL HOUSING PARTNERSHIP  
**Administrative Plan**  
FY 2025



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Appendix A: BRHP Opportunity Census Tracts

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# 1. INTRODUCTION

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This Administrative Plan states the Baltimore Regional Housing Partnership's (BRHP) policies related to our Housing Choice Voucher (HCV) Program known as the Baltimore Housing Mobility Program. The plan also covers the policies related to our Counseling Program established under the *Thompson v. HUD Settlement Agreement*.

HUD has published and is continuously updating The Housing Choice Voucher Guidebook as a resource for Tenants, Public Housing Agencies, Property Partners, and other stakeholders. The guide is available at:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/guidebook](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook)

## Administrative Plan

The U.S. Department of Housing and Urban Development (HUD) requires BRHP to have an administrative plan that explains the policies for operating the program. All BRHP policies must be consistent with HUD requirements and with the requirements established in the *Thompson v. HUD Settlement Agreement*.

The following may govern all program issues if addressed in this document or not:

- Federal laws and regulations
- HUD handbooks and guidebooks, and notices
- *Thompson Settlement Agreement* in *Thompson v. HUD*, Case No. MJG-95-309 (D. Md.)
- Maryland state law
- the Housing Authority of Baltimore City's (HABC) Administrative Plan
- other applicable law

The HCVs provided by HUD for the Baltimore Housing Mobility Program in accordance with the *Thompson v. HUD Settlement Agreement* are subject to HUD regulations and guidance for its Section 8 programs, except as modified by the requirements of the *Thompson v. HUD Settlement Agreement*, including Section IV.C, D, and F. HUD regulations, as modified by any approved Moving to Work (MTW) activities or the *Thompson v. HUD Settlement Agreement*, will have precedence over this plan if any conflict exists.

BRHP operates under contract with HABC. Therefore, HABC's Board of Commissioners must formally adopt this Administrative Plan and any revision. Prior to adopting the plan, HABC provides the public an opportunity review the proposed plan and submit comments. HABC takes all BRHP formal actions through written resolution, which their Board of Commissioners must adopt, and enter into HABC official records.

BRHP will review and update the plan at least annually or as needed, to reflect changes in regulations, program operations, or to clarify policy.

## Overview

### The Baltimore Regional Housing Partnership

BRHP is a 501c3 nonprofit organization that administers the Baltimore Housing Mobility Program. Our mission is to help low-income families obtain quality housing in healthy communities.

Created by the historic housing desegregation class action lawsuit, *Thompson v. HUD*, the Program provides HCV's for families to rent private homes in opportunity areas in Anne Arundel, Baltimore, Carroll, Harford, and Howard Counties, as well as Baltimore City.

The Program serves qualified current and former residents of the HABC family public housing, those on HABC's wait lists, and families in certain areas of Baltimore City.

Since 2003, the Program has provided vouchers along with pre- and post-move counseling to over 3,500 families.

We receive funding for our HCV program from HUD. These HUD funds come to the Program through HABC as part of the *Thompson v. HUD Settlement Agreement*. BRHP is not a federal department or agency. However, as a federally funded program, we must ensure compliance with federal laws, regulations, and notices and must establish policies and procedures to clarify federal requirements and to ensure consistency in program operation.

The BRHP Board of Directors, who establishes the policies under which we conduct business, guides our work. The board makes certain that we follow these policies to ensure that our mission is successful. The board is responsible for preserving and expanding our resources and assuring our continued viability.

### The Thompson v. HUD Settlement Agreement

The *Thompson v. HUD Settlement Agreement* whose history spans over two decades created BRHP.

**1995:** Residents of HABC filed the class action lawsuit, *Thompson v. HUD*, No. MJG 95-309, in U.S. District Court for the District of Maryland against HABC, the City of Baltimore, and HUD. The Plaintiffs, African-American past, present, and future residents of Baltimore City Family Public Housing, claimed that the Defendants built and operated a de jure segregated public housing system, failed to disestablish that segregation and continued to discriminate based on race by locating public housing units only in areas that were predominantly minority and where poverty and assisted housing were concentrated.

**1996:** The parties settled part of the case, a preliminary injunction concerning demolition and replacement of certain family housing projects, through a Partial Consent Decree approved by the District Court in June of this year.

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**2012:** In November, the District Court approved a final settlement agreement. Under the settlement agreement, HUD will continue the successful Baltimore Housing Mobility Program launched under the *Thompson Partial Consent Decree* through 2012. The Program provides HCVs and high quality housing counseling to assist families who have voluntarily chosen to move from areas of concentrated poverty in Baltimore City to opportunity areas. These are neighborhoods with better schools, lower crime, and more jobs in Baltimore City and throughout the Baltimore Region.

**2012 – 2018:** The *Thompson v. HUD Settlement Agreement* makes available up to 2,600 additional HCV's during this period. These are "*Thompson Remedial Vouchers*". These vouchers are in addition to the 1,788 HCV's already in use under the *Thompson Partial Consent Decree* to lease apartments or houses as of April 2012. These are "*Thompson PCD Leased Vouchers*".

- All units will be administered as HCV's and consistent with the *Thompson v. HUD Settlement Agreement*, and included as a part of HABC's MTW demonstration program.
- The settlement agreement also provides for the continuation of the *Thompson Homeownership Voucher Program*. Participants must use *Thompson Remedial, PCD Leased, and Homeownership Vouchers* in opportunity areas throughout the Baltimore metropolitan housing market as identified in the *Thompson v. HUD Settlement Agreement*.

**2013-2014:** BRHP subcontracted with Metropolitan Baltimore Quadel (MBQ) to oversee the program.

**2015:** BRHP assumed full management of the Program. All program-related contracts, such as the Housing Choice Voucher or Housing Assistance Payments (HAP) Contract, previously executed with MBQ transferred to BRHP.

#### Thompson v. HUD Settlement Agreement Key Requirements for HCVs

*Thompson* voucher holders must rent a unit in an opportunity area for the first two years.

In the second year, the voucher holder may apply for a hardship exemption based on a change in family circumstances that necessitates relocation to a non-opportunity area, such as a documented health condition of a family member or the need of a family member to obtain housing closer to a place of employment, education or training.

Opportunity areas are subject to review and change by BRHP on an annual basis.

BRHP will provide housing counseling and related services as outlined in the settlement agreement.

**All families must participate in the Counseling Program in order to receive a *Thompson* voucher.**

## Program Jurisdiction

BRHP administers the Baltimore Housing Mobility Program within the Baltimore Region Jurisdiction, which includes all localities, cities, or towns in

- Anne Arundel County
- Baltimore County
- Carroll County
- Harford County
- Howard County
- Baltimore City

## Voucher Administration

Pursuant to the Settlement Agreement entered in *Thompson, et al. v HUD, et al*, The Baltimore Regional Housing Partnership (BRHP) entered into a Services Agreement with HABC in December 2012 to administer regionally, the Thompson Remedial Vouchers, Thompson PCV-Leased Vouchers and Thompson PCD Homeownership Units. In February 2024, HABC and BRHP signed the First Amendment to that Agreement. The amendment extends the term of the Contract and makes certain changes in the allocation of responsibilities of the parties under the Contract. Specifically, the amendment provides the following regarding administration of the vouchers:

- BRHP will administer services for all HABC vouchers who are exercising portability within the BRHP services area. Administration of the HABC Portability Households will be in accordance with BRHP's Administrative Plan.
- BRHP will transfer administration of the remaining twenty-five (25) Thompson PCD Homeownership Units to HABC. HABC will administer the vouchers in accordance with its HCV Administrative Plan.

BRHP will also transition approximately 375 BRHP leased vouchers to HABC. After initially leasing in BRHP managed Opportunity Neighborhoods, these BRHP families moved to Baltimore City, outside of Opportunity Neighborhoods, and have remained for at least two years. They have indicated the desire to remain in Baltimore City.

Regardless of which agency issues the voucher:

- Voucher administration responsibility may change based on the location of the leased unit;
- MTW waivers that are categorized as BHRP, apply only when BHRP is administering the voucher;
- MTW waivers that are not categorized as BHRP, apply only when HABC is administering the voucher;
- When administration of the voucher is transferred, different rules may apply.
- For the 375 BRHP transferred vouchers, HABC will apply BHRP approved rent simplification deductions to minimize financial hardship. All other HABC Administrative Plan policies will apply.

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## 2. FAIR HOUSING AND EQUAL OPPORTUNITY

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### Nondiscrimination

BRHP is committed to civil rights, fair housing and nondiscrimination for all people in all areas of our program operations.

Federal, state, and local laws require BRHP to treat all applicants and participants equally and provide the same opportunity to access services regardless of family characteristics and background.

The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, national origin, age, familial status, and disability.

In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status.

BRHP will comply fully with all Federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20
- Violence Against Women Reauthorization Act of 2013 (VAWA)

Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted will also apply.

## Discrimination Complaints

A family may claim that illegal discrimination because of race, color, religion, sex, national origin, age, familial status or disability prevents the family from finding or leasing a suitable unit with assistance under the Program.

A family attempting to lease housing in Howard County and Annapolis may also claim that illegal discrimination based on Source of Income, including receipt of voucher assistance, prevents the family from leasing a unit.

If an applicant or participant believes that BRHP or an owner has discriminated against any family member, the family should advise BRHP. Upon receipt of a complaint from an applicant or participant alleging a violation, BRHP must determine if a violation occurred and take appropriate corrective action(s).

- Anyone can file a Fair Housing complaint with HUD at no cost. Those that file a fair housing complaint are the complainants. Those alleged in the complaint are the respondents.
- You can file a fair housing complaint with HUD by telephone (1-800-669-9777), mail, or by using the HUD Form 903 Online Complaint form.
- The Maryland Commission on Civil Rights also investigates complaints of housing discrimination. Call toll-free anywhere in Maryland 1-800-637-6247.

For families leasing in Howard County or Annapolis who believe that a landlord has denied them access to housing, or offered different or unfair rental terms due to their source of income, they may file a complaint with the Howard County Office of Human Rights or the Annapolis Human Rights Commission.

## Policies Related to Persons with Disabilities

BRHP is committed to ensuring that persons with disabilities have full access to our program and services.

BRHP will ask all applicants and participants if they require any type of accommodation beginning with the first contact by an interested family and continue through every aspect of the program.

Inquires will be on the following documents:

- ***Preliminary Application***
- ***Recertification Packet***
- ***Request to Move Packet***
- Letters, especially those of adverse action

These documents will include similar language such as *“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact BRHP”*.



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## Definition of a Person with a Disability under Federal Civil Rights Laws

A person with a disability, as defined under federal civil rights laws, is any person who

- has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, **or**
- has a record of such impairment, **or**
- is regarded as having such impairment

The phrase “**physical or mental impairment**” includes:

- any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism

“**Major life activities**” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“**Has a record of such impairment**” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“**Is regarded as having an impairment**” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity as constituting such a limitation. Has none of the impairments defined in this section but is treated by a public entity as having such an impairment, or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does **not** include:

- current illegal drug users
- people whose alcohol use interferes with the rights of others
- persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. A person who does not meet this definition is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

## Reasonable Accommodations

A person with a disability may require certain types of accommodations in order to have equal access to the Program. The types of reasonable accommodations BRHP can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations define reasonable accommodations as those that do not create an "undue financial and administrative burden" for BRHP or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that changes the essential nature of a provider's operations.

BRHP will modify normal procedures to accommodate the needs of a person with disabilities.

Examples include:

- permitting applications and reexaminations to be completed by mail
- conducting home visits
- using higher payment standards
- providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with BRHP

BRHP may also consider a request for accommodations from program participants who identify as nonbinary, and therefore do not fall within the standard procedure for determining voucher size by bedroom. This request for a reasonable accommodation may be made when two household members are determined by BRHP's voucher determination process to share a bedroom because of age and sex, but who do not identify as the same gender. Documentation to be requested may include a written note from a healthcare provider, including mental healthcare providers.

### Request for Reasonable Accommodations

A family should make a request in writing using BRHP's ***Reasonable Accommodation Request form***.

If an applicant or participant indicates a need for a change, exception, or adjustment to a rule, policy, practice, or service because of a disability, HUD requires that BRHP treat the information as a request for a reasonable accommodation even if they do not complete a ***Reasonable Accommodation Request form***.

- The family must explain what type of accommodation the person with the disability needs for full access to programs and services.
- If the need for the accommodation is not readily apparent or known to BRHP, the family must explain the relationship between the requested accommodation and the disability.

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- There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

## Verification of Disability

Before providing an accommodation, BRHP must determine that the individual meets the definition of a person with a disability, and that the accommodation will enhance the family's access to BRHP's programs and services.

- If a person's disability is obvious or otherwise known to BRHP, and if the need for the requested accommodation is readily apparent or known, no further verification will be required.
- If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to BRHP, the program must verify that the individual meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, BRHP will follow the verification policies provided in [Verification, Disability Documentation](#). BRHP will treat all information related to a person's disability confidentially.

In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- The Program must obtain third-party verification from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.
- BRHP must request only information that is necessary to evaluate the disability-related need for the accommodation and will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that BRHP does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, BRHP will dispose of it. In place of the information, BRHP will note in the file that we have verified the disability and other requested information, the date we received the verification, and the name and address of the knowledgeable professional who sent the information.

## Approval or Denial of a Reasonable Accommodation

After a request for an accommodation is presented, the PHA will respond in writing within 10 business days to confirm that the request has been received.

If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal review (if applicable) or informal hearing (see Chapter 16).

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family in writing of its determination within 10 business days from the date of the most recent discussion or communication with the family.

BRHP will decide on a reasonable accommodation request within 10 days of receiving all necessary paperwork from the family and the designated third party verifying the disability. In cases where documentation from the third party is needed, BRHP may leave the request open for up to 60 days to allow time for documents to be returned.

BRHP will approve a request for an accommodation if the request meets the following three conditions:

1. BRHP received a request by or on behalf of a person with a disability.
2. There is a disability-related need for the accommodation.
3. The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on BRHP, or fundamentally alter the nature of BRHP's HCV operations, including the obligation to comply with HUD requirements and regulations.

Before making a determination whether to approve the request, BRHP may

- enter into discussion and negotiation with the family
- request more information from the family
- may require the family to sign a consent form so that BRHP may verify the need for the requested accommodation

For continued approval of a reasonable accommodation, BRHP may require an annual updated ***Disability and Accommodation Verification Form***.

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## Civil Rights vs HUD Definition of Disability

The civil rights definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability.

A person may be entitled to a reasonable accommodation under the Program to provide equal opportunity, yet may not qualify as a disabled person under the Program for the purposes of the \$525 elderly or disabled household deduction.

### Definition of a Person with a Disability under HUD

1. An individual is a disabled person as defined by their inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; **or**

in the case of an individual who is 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

2. An individual is developmentally disabled with a severe chronic disability that is attributable to a mental and/or physical impairment

- is manifested before age 22
- is likely to continue indefinitely
- results in substantial functional limitations in three or more of the following areas: self-care, receptive and expressive language; learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency **and**
- reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or extended duration and is individually planned and coordinated

3. An individual is a disabled person who has a physical, emotional or mental impairment that

- is expected to be of long-continued or indefinite duration
- substantially impedes the person's ability to live independently
- is such that the person's ability to live independently could be improved by more suitable housing conditions

Individuals who have successfully undergone rehabilitation for drug and alcohol addiction are recognized under the Americans with Disabilities Act (ADA). Conversely, individuals actively using drugs are not protected under this act. BRHP defines active use as having used illegal drugs or abused alcohol in the previous 12-month period. Dependency on drugs or alcohol alone does not qualify an individual as disabled for the purposes of eligibility. Those for whom

drug or alcohol addiction is a significant contributor to their disability are not included within this definition. A person is deemed to have a disability if they would continue to experience significant mental and physical limitations in the absence of drug or alcohol use. The above definition of disability determines whether an applicant or participant is entitled to the \$25 elderly or disabled household deduction. A person who does not meet this definition is not entitled to the deduction.

Before providing the deduction, BRHP must determine that the person meets the definition of a person with a disability.

The Program must obtain third-party verification from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.

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## 3. ELIGIBILITY

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BRHP is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after BRHP admits the family to the program.

*Thompson Vouchers* are for use by eligible members of the *Thompson Plaintiff Class*:

- present and future residents of HABC family public housing and former residents who lived in HABC family public housing from January 31, 1995 to the present
- families displaced from HABC family public housing

*Thompson Vouchers* are also for use by eligible

- families on the HABC wait lists for public housing or Housing Choice Vouchers wait lists
- families who live in census tracts of Baltimore City with 75% or more African American occupancy

Additionally, an applicant must otherwise qualify for a voucher and meet these criteria:

- must be a “family”
- must be income-eligible
- must meet citizenship criteria
- Must meet background screening criteria listed in chapter 17
- Not currently be receiving a duplicative subsidy

### Definition of Family

To be eligible for assistance, an applicant must qualify as a family.

Family as defined by HUD includes, but is not limited to the following:

- a single person, regardless of actual or perceived sexual orientation, gender identity, or marital status, who may be an elderly person, disabled person, near-elderly person, or any other single person
- a group of persons residing together that includes, but is not limited to a family with or without children, an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family
  - A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

BRHP also defines a family as

- two or more individuals who
  - are not related either by blood, marriage, adoption, or other operation of law
  - can show evidence of a stable family relationship, over a period of not less than one year
  - certify that each individual's income and other resources will be available to meet the needs of the family
- a single, pregnant female is a two-person family
- a child subject to a joint custody agreement who lives at least 51 percent of the time with the family
  - "51 percent of the time" is 183 days of the year, which do not have to be consecutive.
  - The minor will be considered an eligible visitor if the minor resides with the family fewer than 183 days per year.
  - If there is a dispute about which family should claim a dependent, BRHP will make the determination based on available documents such as court orders, school records, or an IRS return showing which family has claimed the child for income tax purposes.

Evidence of a "stable family relationship" may include a child's birth certificate, joint tax return, joint lease, joint bank account, insurance policy, marriage certificate, or other documentation as determined by BRHP.

BRHP has the discretion to determine if any other group of persons qualifies as a family.

Each family must identify the individuals to be included in the family at the time of application, and must notify BRHP if the family's composition changes by completing a **Wait List Change of Information Form**. The form is available at [www.brhp.org](http://www.brhp.org) or at our front desk during normal business hours.

## Income Eligibility

HUD establishes income limits for all areas of the country and publishes them annually in the Federal Register. They base income limits on estimates of median family income with adjustments for family size.

Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size. In order to be income eligible, an applicant family must be one of the following:

1. A **very low-income** family

A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size



- A *low-income* family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4; 24 CFR 982.201(b)]

#### PHA Policy

The PHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were selected from the PHA’s waiting list.

## Citizen or Noncitizen with Eligible Immigration Status

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

HUD requires each family member to declare whether the individual is a citizen, a national, an eligible noncitizen, or a member who chooses not to claim that they have eligible immigration status. Those who choose not to claim their status are considered ineligible noncitizens. No declaration is required for Live-in Aides, foster children, or foster adults.

All applicant families must submit evidence of their citizenship status when they apply. Each applicant age 18 and older must complete and sign a ***Declaration of Citizenship form***. For each applicant under the age of 18, an adult responsible for the child must complete and sign a declaration.

## Live-In Aide

A Live-in Aide is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who

- is determined to be essential to the care and well-being of the persons
- is not obligated for the support of the persons
- would not be living in the unit except to provide the necessary supportive services

BRHP must approve a Live-in Aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with disabilities.

BRHP does not count the income of a Live-in Aide in the calculation of annual income for the family.

BRHP may approve a relative as Live-in Aide if they meet all of the criteria defining a Live-in Aide.

Because a Live-in Aide is not family member, a relative who serves as a Live-in Aide would not qualify as a remaining member of a tenant family.

A family should submit a **Reasonable Accommodation Form** to request a Live-in Aide. The use of this form is not required. The Program will consider spoken or other written requests. However, it is best to document the request in writing. Other documentation may be required to process the request.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker, that the Live-in Aide is essential for the care and well-being of the elderly, near elderly or disabled family member. BRHP will send a **Disability Verification Form** to the designated third party.

For continued approval, the family must submit a new, written request subject to BRHP verification at each recertification.

In addition, the family and Live-in Aide will be required to submit a **Live-in Aide Certification**. The Live-in Aide must follow the rules listed in the certification to reside in assisted unit. BRHP will deny or terminate a family's housing assistance if any household member or Live-in Aide fails to comply.

BRHP will not approve a particular person as a Live-in Aide, and may withdraw such approval if the person

- commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- commits drug-related criminal activity or violent criminal activity
- currently owes rent or other amounts to BRHP or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act

BRHP will notify the family of its decision in writing within 10 business days of receiving a request for a Live-in Aide, including all required documentation related to the request.

A Live-in Aide increases the family unit size by one bedroom.

- BRHP may approve a Live-in Aide's child(ren) to reside in the assisted unit if adding the child is within the HQS space standards for number of living/sleeping rooms.

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## 4. APPLICATION PROCESS

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BRHP will initially require a family to complete a Preliminary Application to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the wait list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance, after the Program selects the family from the wait list and the family has completed the Pre-move Counseling Program.

### The Preliminary Application

As of March 31, 2017, the BRHP wait list is closed. When the wait list is open, a family must complete a **Preliminary Application Packet** for the wait list. Only applicants who meet one of the *Thompson* eligibility requirements are eligible for placement on the wait list.

A family may pick up a Preliminary Application Packet from BRHP's office during normal business hours or download and print an application at [www.brhp.org](http://www.brhp.org). A family may also call our office to have an application mailed.

The applicant may return the completed **Preliminary Application Packet** to BRHP by mail, fax, or in person during normal business hours.

The Program will not process an incomplete application. If an application is incomplete, BRHP will return the **Preliminary Application Packet** to the family to complete. The family must return the completed application by the specified date. Any application not returned by the requested date will be void.

Applicants will receive a letter after the Program processes the application to notify them if they are eligible or not for placement on the wait list.

### Eligible for Placement on Wait List

BRHP will send written notification of the preliminary eligibility determination.

Placement on the wait list does not indicate that the family is, in fact, eligible for a voucher. The Program makes a final determination of eligibility after the family completes the Pre-move Counseling Program and completes a **Final Eligibility Packet**.

### Ineligible for Placement on Wait List

When a family is determined to be ineligible, BRHP will send written notification of the ineligibility determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an Informal Review. See [Informal Review for Applicants](#).

## Wait List Preferences

BRHP must place applicants on the wait list according to HUD regulations and *Thompson v. HUD Settlement Agreement* requirements.

BRHP will place an eligible family on the wait list based on time and date of application and according to the local and ranking preferences for which a family qualifies.

### Local Preferences

The *Thompson v. HUD Settlement Agreement* awards points for each of the following priorities:

Local Preference	Points
Current residents, displaced residents, and former residents who lived in HABC family public housing from January 1, 1995 to present	3
Qualified families on HABC's wait list for family public housing	2
Qualified families on HABC's wait list for HCV program or living in city tract with African-American population of 75 percent or greater	1

- A family on HABC's family public housing or HCV wait list must qualify for HABC's local residency preference to receive the additional local preference point.
- BRHP must be able to verify an applicant's local preference in order for the Program to place the applicant on the wait list.

### Ranking Preferences

Ranking Preference	Points
Family with child	3
Family with child under 8	2
Family with child under 8 in city tract with poverty rate of 30 percent or greater	2
Prior HABC HCV application or transfer request	1
Urgent need to relocate	1

To qualify for a family with child preference points, a family with one or more children must meet one of the following three criteria to claim three ranking preference points:

1. The head of household is employed.
2. The head of household is willing to participate in an appropriate job-training program.

3. The head of household is unable to work because they are disabled or are age 62 or older.

An urgent need to relocate includes but is not limited to a documented health condition of a family member or the need of a family member to obtain housing closer to a place of employment, education, or training.

If a family fails to qualify for a claimed ranking preference, the Program will return them to their original position on the wait list. However, if the claim is fraudulent, the Program will deny the family who may be subject to additional penalties under the law.

## Non-Wait List Admission

BRHP may admit a participant in other *Thompson* related Annual Contributions Contract (ACC) Scattered Site housing programs, for example *Broadway 58* or *Thompson 22*, to the tenant based, project based, or homeownership program operated as a part of the Baltimore Housing Mobility Program, without having to reapply to the wait list.

To qualify for admission to the Baltimore Housing Mobility Program, the participant must

- live in an ACC Unit for at least one year
- be in good standing with their current program
- complete the Pre-move Counseling Program either before they leased their ACC Unit, or before being issued a voucher

A participant may request waiver for the Pre-move Counseling Program requirement if they can demonstrate they have the skills obtained during the Pre-move Counseling Program.

These families must use their new voucher in an opportunity area for at least two years.

## Reporting Change of Contact Information and Removal from Wait List

While the family is on the wait list, the family must immediately inform BRHP of a change in contact information, including current residence, mailing address, and phone number.

If an applicant's contact information changes, they must fill out a ***Change of Address Form***. The form is available at [www.brhp.org](http://www.brhp.org) or at our front desk.

After two attempts to reach an applicant at the last known address, the Program will withdraw their application.

## Wait List Management

BRHP maintains a single wait list for admission to the Tenant Based, Project Based, and Homeownership components of the Baltimore Housing Mobility Program.

BRHP organizes the wait list in such a manner to allow the accurate identification and selection of a family for assistance in the proper order, according to the admission preferences described in this plan.

The wait list will contain, at a minimum, the following information for each applicant family:

- applicant name , also called the head of household
- head of household Social Security Number
- racial or ethnic designation of the head of household
- family unit size
- disability status
- date and time of application
- the *Thompson v. HUD Settlement Agreement* local and ranking preferences for which a family qualifies

### Closing the Wait List

As of March 31, 2017, the BRHP wait list is closed. BRHP will close the wait list when the estimated waiting period for housing assistance for applicants on the list reaches 24 months for the most current applicants. Where BRHP has particular preferences or funding criteria that require a specific category of family, BRHP may elect to continue to accept applications from these applicants while closing the wait list to others.

### Reopening the Wait List

BRHP will announce the reopening of the wait list at least 10 business days prior to the date BRHP will first accept applications. The announcement will specify

- who may apply
- where to apply
- when to submit an application

### Public Notice Regarding Opening and Closing the Wait List

BRHP will give public notice by publishing the relevant information in suitable media outlets including, but not limited to the following:

- The Afro American
- The Baltimore Sun Paper

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## Updating the Wait list

The wait list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the wait list, BRHP will send an update request via first class mail to each family on the wait list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the wait list.

The family's response must be in writing and may be delivered in person, by mail, by email, or by fax. Responses should be postmarked or received by BRHP not later than 45 business days from the date of the PHA letter.

If the family fails to respond within 45 business days, the family will be removed from the wait list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the wait list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 45 business days to respond from the date the letter was re-sent.

If a family is removed from the wait list for failure to respond, BRHP may reinstate the family if it is determined that the lack of response was due to BRHP error, or to circumstances beyond the family's control.

### Updating Preference Points and Eligibility

When updates are received from families, BRHP will use the information obtained from the applicant to determine the preference points for which the family is eligible and will update their preference point scoring to reflect those points. After such updates are processed, the wait list will be re-ordered to update rankings.

Eligibility for preference points will be verified at the time of Final Eligibility, and if household membership changes would otherwise make a family ineligible for the preference points with which they were initially selected, the family's application will be rescored and may be placed back on the wait list.

### Removal from the Wait List

If at any time an applicant family is on the wait list, BRHP determines that the family is not eligible for assistance, the family will be removed from the wait list.

If a family is removed from the wait list because BRHP has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate

address provided on the initial application. The notice will state the reasons the family was removed from the wait list and will inform the family how to request an informal review regarding the decision (see Chapter 16) [24 CFR 982.201(f)].

## Selection from the Wait List

BRHP will select a family for the Pre-move Counseling Program based on any local and ranking preferences for which the family qualifies, and then according to the date and time BRHP receives their complete application.

The availability of targeted funding also may affect the order in which BRHP selects a family from the wait list.

In some cases, BRHP may select a family for participation as authorized by the *Thompson v. HUD Settlement Agreement*. See [Non-Wait List Admissions](#).

## Notification of Selection from Wait List

BRHP will notify the family by first class mail when we select a family from the wait list to begin the Counseling Program. The notice includes information regarding the scheduled Orientation, which is the first of the required counseling workshops. Only the Head of Household attends Orientation.

The notice will inform the family of the following regarding Orientation:

- date and time
- location
- policy for rescheduling

After two attempts to reach an applicant at the last known address, the Program will send a notice of denial to the family's address of record.

## Project-Based Waiting List

BRHP may operate a separate project-based waiting list so that all tenant-based applicants who seek project-based housing can be placed on the project-based list upon request and without penalty to any other pending application for assistance.

Selection from project-based waiting list will be done in date and time order for households meeting the subsidy standards for given project-based units. Refusal of an offer of a project-based unit, or denial from a property will result in removal from project-based waiting list but will have no impact on standing for tenant-based application.

Pre-move counseling and a project-based briefing may be required of households selected from the project-based waiting list prior to lease execution.



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## Election to Project-Based Waiting List

When a family is selected from the Thompson tenant-based Wait List and has entered the Pre-move Counseling Program, BRHP will offer placement on the Project-Based Wait List. The Project-Based Wait List will be used to fill Project-Based vacancies, as well as other *Thompson*-created units for which BRHP is responsible for filling vacancies, with families who have completed all required workshops, but who have not yet been referred for tenant-based voucher eligibility. When a family is selected from the Project-Based Wait List, BRHP will conduct the eligibility process outlined below.

## Completing the Application Process: Final Eligibility

The Program will invite a family to a Final Eligibility appointment after they complete the counseling workshops and demonstrate progress towards the completion of the required steps in their Action Plan. Each household member over the age of 18, or who will be 18 within 60 days, must come to Final Eligibility. The family completes a full application for a voucher at this time. An invitation to Final Eligibility does not indicate that the family is, in fact, eligible for a voucher.

At Final Eligibility, the family must

- provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance
- complete required forms
- provide required signatures
- submit required documentation

If any items are missing, BRHP will provide the family with written notice by email or first class mail of items that the family must submit.

The family must provide any required documents or information that the family did not submit within 10 business days of the written notice.

- If the family is unable to obtain the information or materials within the required period, the family may request an extension in writing.
- BRHP may, at its discretion, approve and determine the length of the extension or deny the extension.

If the family does not provide the required documents and information within the required period, including any extension, the Program will send the family a notice of denial.

If the family is unable to attend a scheduled Final Eligibility, the family must contact the Program 24 hours in advance of the appointment to reschedule. In all circumstances, if a family does not attend a scheduled Final Eligibility, BRHP will send another notification letter with a new Final Eligibility appointment time. BRHP will deny assistance to a family who fails to attend

two scheduled appointments without BRHP's approval based on the family's failure to supply information needed to determine eligibility. BRHP will issue a notice of denial in accordance with policies contained in [Notice of Denial](#).

## Eligibility Verification

The Program next verifies the information in the **Final Eligibility Packet** such as income, citizenship, criminal record, and debts to public housing. See [Verification](#).

## EIV System Searches

### Existing Tenant Search

Prior to admission to the program, BRHP will search for all household members using the Enterprise Income Verification (EIV) System – Existing Tenant Search module. Any household member with a social security match involving another PHA or multifamily entity must be reviewed. At no time may any family member receive duplicative assistance. BRHP will provide the family with a copy of the Existing Tenant Search results if requested. If the family plans to voluntarily end their assistance with the previous PHA or multifamily housing entity, the family must provide documentation of the move-out from the assisted unit.

### Debts Owed to PHAs and Terminations

All adult household members must sign the form HUD-52675 Debts Owed to Public Housing and Terminations. Prior to admission to the program, BRHP will search for each adult family member in the Debts Owed to PHAs and Terminations module. If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

### Income and Income Validation Tool (IVT) Reports

For each new admission, BRHP will review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. BRHP will resolve any discrepancies with the family within 60 days of the EIV Income report dates.

## Fraud

A family is committing fraud if they sign a form knowing that they provided false or misleading information. Certifying false information is fraud.

If a family commits fraud to obtain housing assistance, they could be

- evicted from their apartment or house

- 
- required to repay all overpaid rental assistance they received
  - fined up to \$10,000
  - imprisoned for up to five years
  - prohibited from receiving future assistance
  - subject to State and local government penalties

For more information, see [Program Integrity](#).

## Eligible for a Voucher

If BRHP determines that the family is eligible to receive assistance, BRHP will invite the family to attend a Voucher Briefing where the family will receive a voucher. See [Voucher Briefing](#).

## Ineligible for a Voucher

If BRHP determines that the family is ineligible, we will send written notification of ineligibility within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an Informal Review. See [Informal Review for Applicants](#).

## Admission Date

In BRHP's tenant based program, the date used as the admission date is the effective date of the first HAP contract for a family, which is also the first day of initial lease term. This is the point when the family becomes a participant in the Program. In the project-based component of the Program, admission is the effective date of the participant's lease.

## 5. COUNSELING PROGRAM

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The terms of the *Thompson Partial Consent Decree* established BRHP's Counseling Program, also known as "mobility counseling", "housing counseling", or "counseling".

The *Thompson v. HUD Settlement Agreement* continued and expanded upon the Counseling Program making participation in it a requirement for receiving a voucher from BRHP.

This counseling will help prepare a family to meet the standards of private market landlords and to understand what to expect in their new communities.

BRHP is required to provide high-quality mobility counseling services, which may include, but may not be limited to, the following.

### Pre-move Counseling

#### 1. Workshops

- Only the head of household attends
- A series of required, two-hour sessions that will help a family successfully lease
  - Orientation
    - Going for your Goals
    - Credit Building and Repair
    - Banking and Budgeting
    - Landlord Tenant Relations
    - Home Maintenance
    - Conducting a Successful Housing Search

#### 2. Action Plan

- A family will make an Action Plan during a one on one meeting with a counselor. Some call this meeting an Individual Training Plan, or ITP. An Action Plan looks at any issues that might stop them from leasing up. The family must demonstrate progress towards the completion of the required steps in their Action Plan before moving on to Final Eligibility. An invitation to Final Eligibility does not indicate that the family is, in fact, eligible for a voucher.

#### 3. Housing Search Assistance

- Counselors will provide referrals to at least three available housing units of appropriate size, if available, in the opportunity area(s) selected by the family.

- The Housing Search Team may also provide a listing of available housing units in opportunity areas, and as needed provide transportation, childcare, and other advocacy services to assist voucher-holders in finding a unit.

## Post-move Counseling

### 1. Home Visits

The goal of Post-move Counseling is to help each family be successful in their new home and community. Home visits are part of our required Post-move Counseling. Failure to complete scheduled home visits is a violation of program rules and may result in termination of assistance. Home visits may include:

- Welcome visit
- 10-Month home visit
- 16-Month home visit
- 21-Month home visit
- Additional home visits may be assigned for any family receiving BRHP assistance when BRHP is aware of credible evidence or allegations of non-compliance with program rules. The family is required to participate in these home visits.

### 2. Other Referrals and Services

- Assistance with needed transitions after the move such as locating schools, places of worship, child care, employment, and social services
- Assistance in maintaining stable housing
- Troubleshooting problems with the landlord
- Second-move counseling to encourage a family to remain in an opportunity area
- Assistance and referrals in the event that a participant encounters discrimination or harassment

## Counseling Program Appointments

When BRHP initially selects a family from the wait list to begin the Counseling Program, the family will receive notice by first class mail that includes information regarding the scheduled Orientation.

At Orientation, and each workshop thereafter, the family will have the opportunity to sign up for the next workshop before they leave.

A family may also call or email the Program's Administrative Assistant to schedule a workshop.

If a family cannot attend a workshop, they must call BRHP at least 24 hours before their appointment. The Program allows only one request to reschedule per workshop.

- The Program considers a same day call a “no show”, or missed appointment.
- We will not admit anyone who arrives 15 minutes after the stated start time of a workshop. An individual arriving after this time must reschedule the workshop.
- A family who misses a scheduled workshop will receive a missed appointment letter from BRHP with the information for the rescheduled appointment.
- BRHP will withdraw a family from the Program who does not attend a rescheduled appointment.
  - BRHP will send the family a notice of denial.
  - The family may reapply to the Program if the wait list is open.
- At any time, after two attempts to reach an applicant at the last known address, the Program will send a notice of denial to the family’s address of record.

## Withdrawal from Counseling Program for No Activity

BRHP will withdraw a family from the Counseling Program when there is no activity in the Counseling Program for six months. BRHP defines no activity as any one or more of the following:

- no attendance at a workshop
- no progress in the required steps in their action plan
- no contact with a counselor

If a family is withdrawn from the Counseling Program, BRHP will send the family a notice of denial. The family may reapply to the Program if the wait list is open. BRHP may allow families withdrawn from the program due to inactivity to re-engage and to be reinstated to the Program upon showing good cause, as determined by BRHP in its sole discretion.

## Counseling Program Requirements to Obtain a Voucher

The issuance of a voucher to a family will typically occur only after the family successfully completes Pre-Move Counseling, which may include, but may not be limited to, the following:

- complete required workshops
- execute an individual Action Plan
- demonstrate progress towards the completion of required counseling or training activities as specified in the Action Plan
- complete family assessment interview
- initial home visit

BRHP may alter the requirements for families who elected to enter the Project-Based Wait List and who are selected for referral to a project based unit.

## Family Assessment

During Pre-move Counseling, BRHP will assess the family's readiness to begin the housing search.

If the family assessment finds the family has significant credit or rental history problems that may render the family un-leasable, BRHP will provide counseling and referrals to help the family repair their credit or rental history. Unresolved credit or rental issues will likely result in a family being unable to obtain a lease in the private rental market.

The family may request to delay voucher issuance in order for the family to correct any issues that may prevent them from successfully leasing a unit in an opportunity area.

## 6. VOUCHER BRIEFING

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HUD regulations require BRHP to conduct a mandatory briefing for applicant families who qualify for a voucher. BRHP must explain the way the program operates and the family's obligations under the program.

The Program provides both an oral briefing, called Voucher Briefing, and a ***Voucher Briefing Packet*** containing the HUD-required documents and other information the family needs to know in order to lease a unit under the program.

At the end of Voucher Briefing, BRHP issues the family a voucher. The voucher is the document that authorizes the family to begin its search for a unit, and sets the amount of time the family has to locate an acceptable unit.

### Notification and Attendance

BRHP will notify a family of their eligibility for assistance and invite them to attend Voucher Briefing.

The notice will identify who is required to attend the Voucher Briefing, as well as the date and time of the scheduled Voucher Briefing.

If the post office returns the notice with no forwarding address, BRHP will deny the applicant and will not place their name back on the wait list.

If an applicant fails to attend a scheduled Voucher Briefing, BRHP will automatically schedule another Voucher Briefing and will notify the family of the date and time of the second scheduled Voucher Briefing. BRHP will deny assistance to applicants who, without prior approval from BRHP, fail to attend two scheduled Voucher Briefings. See [Notice of Denial](#).

Families may be briefed in individual face-to-face meetings, through group briefing sessions, or via remote briefing sessions.

### Voucher Briefing Appointment

The Voucher Briefing will provide information on the following subjects:

- how the Housing Choice Voucher program works
- family and owner responsibilities
- where the family can lease a unit, including renting a unit inside or outside BRHP's jurisdiction
- An explanation of how portability works, including information on how portability may affect the family's assistance through
  - screening



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- subsidy standards
  - payment standards
  - any other elements of the portability process which may affect the family's assistance
    - BRHP may not discourage the family from choosing to live anywhere in BRHP's jurisdiction or outside BRHP's jurisdiction under portability, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order.
  - the advantages of areas that do not have a high concentration of low-income families
  - for families receiving welfare-to-work vouchers, a description of any local obligations of a welfare-to-work family and an explanation that failure to meet the obligations is grounds for denial of admission or termination of assistance
  - In briefing a family that includes a person with disabilities, BRHP will take steps to ensure effective communication.

## Voucher Briefing Packet

Documents and information provided in the ***Voucher Briefing Packet*** must include the following:

- the term of the voucher, voucher suspensions or tolling time, BRHP's policies on any extensions of the term, and how the family can request an extension
- a description of the method used to calculate the housing assistance payment for a family, including:
  - how BRHP determines the payment standard for a family
  - how BRHP determines total tenant payment for a family
  - information on the payment standard and utility allowance schedule
- an explanation of how BRHP determines the maximum allowable rent for an assisted unit
- where the family may lease a unit
- an explanation of how portability works, including information on how portability may affect the family's assistance through
  - screening
  - subsidy standards
  - payment standards
  - any other elements of the portability process that may affect the family's assistance
- the HUD-required tenancy addendum, Part C of the HAP Contract, which must be included in the lease

- the RTA form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy
- BRHP’s policy on providing information about families to prospective owners
- BRHP subsidy standards including when and how BRHP makes exceptions
- materials on how to select a unit and any additional information on selecting a unit that HUD provides (e.g., HUD brochure entitled, “A Good Place to Live”).
- the HUD pamphlet on lead-based paint entitled **Protect Your Family from Lead in Your Home** Information on Federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form including information on how to complete the form and file a fair housing complaint.
- referral to at least three available housing units of appropriate size in opportunity areas known to BRHP that may be willing to lease a unit to the family
- other resources like online search tools known to BRHP that may assist the family in locating a unit
- notice that if the family includes a person with a disabilities, the family may request a referral for available accessible units known to BRHP
- the family obligations under the program, including any obligations of a welfare-to-work family, see [Family Obligations](#). And any obligations of other special programs if the family is participating in one of those programs.
- the advantages of areas that do not have a high concentration of low-income families

### Additional Items in the Voucher Briefing Packet

In addition to the items required by regulation, BRHP will provide the following information and materials in the **Voucher Briefing Packet**:

- The grounds on which BRHP may terminate assistance for a participant family because of family action or failure to act
- Informal Hearing procedures including when BRHP is required to offer a participant family the opportunity for an Informal Hearing, and how to request the hearing
- Information on how to fill out and file a housing discrimination complaint form
- Information about the protections afforded by the Violence Against Women Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault, and stalking
- **“Is Fraud Worth It?”**, form HUD-1141-OIG, which explains the types of actions a family must avoid and the penalties for program abuse
- **“What You Should Know about EIV,”** a guide to the Enterprise Income Verification (EIV) system published by HUD

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## Subsidy Standards

BRHP has established subsidy standards. The Program uses these standards to determine the number of bedrooms a family needs based on the number of family members, their age, and gender. Some refer to this as determining the family unit size, the voucher size, or the number of bedrooms.

The Program uses the family unit size to figure the amount of assistance BRHP will pay to the unit owner on behalf of the family. See [Payment Standards](#).

## Determining Voucher Size or Number of Bedrooms

For each family, BRHP determines the appropriate number of bedrooms under the BRHP subsidy standards and enters the family unit size on the voucher issued to the family. The unit size on the voucher is the number of bedrooms for which the family qualifies not the total unit size. It does not determine who within a household will share a bedroom.

The following requirements apply when BRHP determines the family's unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The Program must consistently apply the subsidy standards for all families of like size and composition.
- The Program considers a child, who is temporarily away from the home because of placement in foster care, a member of the family when determining the family unit size.
- The Program treats a family that consists of a pregnant woman with no other persons as a two-person family.
- The Program must count any Live-in Aide approved by BRHP to reside in the unit to care for a family member who is disabled or is at least 50 years of age when determining the family unit size.
- A single person family must be either a zero- or one-bedroom unit, as determined under BRHP subsidy standards, unless a live in aide resides with the family.

BRHP applies the following additional criteria when determining voucher size:

- spouses or partners will share one room
- two children under age six regardless of gender will share one room
- children of the same gender, who are more than six years apart in age, will each have one room
- children and adults of the same gender will share a room if less than 6 years apart in age

- an unborn child is counted in household size

BRHP will use the following chart to determine the appropriate voucher size for a family:

Number of People in Household Minimum – Maximum	Voucher Size
1	0 Bedroom
1-2	1 Bedroom
2-4	2 Bedrooms
3-6	3 Bedrooms
4-8	4 Bedrooms
6-10	5 Bedrooms
8-12	6 bedroom

## Exceptions to Subsidy Standards for Determining Voucher Size

BRHP may grant an exception to the established subsidy standards if the Program determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. Reasons may include, but are not limited to a need for

- an additional bedroom for medical equipment
- a separate bedroom for reasons related to a family member’s disability, medical or health condition

The family must request any exception to the subsidy standards in writing.

- The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. See [Reasonable Accommodations](#).
- A knowledgeable professional source like a doctor or health professional must verify a request based on a health-related reason, unless the disability and the disability–related request for accommodation is readily apparent or otherwise known.
- The Program will re-verify the family has continued need for an additional bedroom due to special medical equipment at the family’s Recertification.

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- BRHP will notify the family of its determination within 10 business days of receiving the family's request.
  - If the Program denies the participant family's request, the notice will inform the family of their right to request an Informal Hearing.

For a single person who is not elderly, disabled, or a remaining family member, there is no exception to a one bedroom voucher size.

## Exceptions to Unit Size Selected by Family

The family may lease an otherwise acceptable unit with fewer bedrooms than the family unit size determined by BRHP.

- The unit must meet the applicable HQS space requirements.
- The payment standard will be for the unit size rented by the family.
- Any utility allowance will be for the unit size rented by the family.

The family may lease an otherwise acceptable unit with more bedrooms than the family unit size determine by BRHP.

- The unit must be rent reasonable and not exceed 40% of the family's monthly-adjusted income.
- The payment standard will be for the voucher size issued by BRHP to the family.
- Any utility allowance will be for the voucher size issued by BRHP to the family.

## Unborn Child Counted in Voucher Size

If BRHP counted an unborn child in the number of people in the household when determining the voucher size, the family must submit an ***Interim Change Packet*** within 30 calendar days of the birth of a child. The following documents are required:

- Birth Certificate, original
- Social Security card, original
- ***Declaration of Citizenship***
- ***Lead Release Form***

A child not added as a household member may affect the number of bedrooms for which the family qualifies. The family's voucher size could decrease and could cause the family's total tenant payment to increase.

## Voucher Issuance – Applicants

This section deals only with voucher issuance for applicants. For voucher issuance for program participants, called Movers, see [Voucher Issuance and Briefings – Participants](#).

BRHP will issue a voucher to an applicant family only after BRHP has determined that the family is eligible for the program based on verification of information received within the 120 days prior to issuance and after the family has attended a Voucher Briefing.

- BRHP will issue vouchers to eligible applicants immediately following the mandatory Voucher Briefing.
- The voucher is the family's authorization to search for housing.

The voucher, form HUD-52646, specifies the following:

- unit size for which the family qualifies
- date of voucher issuance
- date of expiration
- brief description of how the program works
- explains the family obligations under the program

If BRHP determines there is insufficient funding after issuing a voucher, BRHP may rescind the voucher and place the affected family back in the Counseling Program pending the next available voucher.

## Voucher Term

### Initial term

The initial term of a voucher is 120 calendar days. This is the number of days a family has to search for housing and to submit a RTA. The initial term begins on the issue date and ends on the expiration date. The voucher lists both dates.

### Extension of Voucher Term – Beyond 120 days

If the family needs and requests an extension beyond the initial search period, the Program may extend the term for an additional 60 calendar days. The voucher is only valid for a maximum term not to exceed 180 days.

- The family must request the extension in writing.
- BRHP must receive the request prior to the voucher expiring.
- Any request for this additional extension must include the reason(s) the additional extension is necessary.
- BRHP may require the family to provide documentation to support the request or obtain verification from a qualified third party.
- The family must submit a RTA during the extended term of the voucher.

BRHP will approve additional extensions only in the following circumstances:

- it is necessary as a reasonable accommodation for a person with disabilities

- it is necessary due to reasons beyond the family's control, as determined by BRHP

Following is a list of reasons that BRHP may consider, but do not guarantee an extension:

- serious illness or death in the family
- other family emergency
- obstacles due to employment
- whether the family has already submitted requests for tenancy approval that were not approved by BRHP
- whether family size or other special circumstances make it difficult to find a suitable unit

BRHP will decide whether to approve or deny an extension request within 10 business days of the date the Program received the request, and will immediately provide the family written notice of its decision.

BRHP's decision to deny a request for an extension of the voucher term is not subject to Informal Review.

### Suspension of Voucher Term – Tolling Time

The time period from the date the family submits a RTA until the date BRHP notifies the family in writing whether the Program has approved or denied the RTA do not count against the number of days a family has to search for housing. BRHP will suspend the initial or any extended term of the voucher during this period. If the BRHP does not approve the RTA, the Program adds the suspended days to the voucher expiration date.

### Expiration of Voucher Term

If an applicant family's voucher term or extension expires before BRHP has approved a unit, the family must reapply to the Program if the wait list is open.

Within 10 business days after the expiration of the voucher term or any extension, BRHP will notify the family in writing that the voucher term has expired and that the family must reapply to the Program if the wait list is open.

## Family Progress Report

During the initial or any extended term of a voucher, BRHP may require the family to report on their progress in leasing a unit. Such reports may be required at such intervals or times as determined by the Program.

## 7. FAMILY OBLIGATIONS

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The housing choice voucher (HCV) regulations and the voucher itself describe the **Obligations of the Family**. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. BRHP must inform families of these obligations during the Voucher Briefing, and the same information must be included in the **Voucher Briefing Packet**.

When BRHP approves the family's unit and executes the HAP contract, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance. See [Denial or Termination of Assistance](#).

The family obligations are as follows:

### Supply Required Information

- The family must give any information that BRHP or HUD requests, including proof of citizenship or eligible immigration status.
  - BRHP may schedule an appointment to obtain information. If the family misses two scheduled appointments the family has failed to supply required information and has violated the obligations of the family.
- This includes information for recertification or interim recertification of family income and composition.
- The family must disclose and verify Social Security Numbers.
- The family must sign and submit consent forms for the Program to get information.
- Any information given by the family must be true and complete.

### Report Change in Income or Household Composition

- The family must tell BRHP in writing within 30 calendar days of any change in
  - income, increase or decrease
  - assets, increase or decrease
  - household composition, add or remove a member
  - student status, if 18 years or older only, attending or not attending school full time
- Fill out and submit an **Interim Change Form** or email [reportchange@brhp.org](mailto:reportchange@brhp.org).
- The Program will not accept phone messages to report a change.

The Program counts 30 calendar days from the start date, or first day, of the change.



### Add a Member

The family must submit an **Interim Change Packet** to add a family member. If the member is an adult over the age 18, or will be 18 in the next 60 days, they must also submit an **Application Packet - New Adult Household Member**. BRHP must approve the new member before the person moves into the unit. BRHP will determine the eligibility of the new member according to the policies in [Eligibility](#).

### Use and Occupancy of Unit

- BRHP must approve everyone living in the unit.
- No one other than the approved assisted family may live in the unit. Approved foster children or Live-in Aides may live in the unit.
- No one other than the approved assisted family may use the unit address. Use of the address by anyone other than the approved assisted family could result in a determination that an unapproved person lives in the unit.
- The family must ask for BRHP's approval to add any other family member to live in the unit.
- The family must tell BRHP in writing within 30 calendar days of the birth, adoption, or court-awarded custody of a child.
- The family must tell BRHP in writing within 30 calendar days if any family member no longer lives in the unit.
- The family must live in the assisted unit, and nowhere else.
- The family must not assign the lease, sublease, let, or transfer the unit.
- Household members may run a legal business in the unit, but only if the first use of the unit is the family's home. For example, a family member has a job where they work from home.

### Subleasing

Subleasing includes charging or receiving payment toward rent or utility costs by a person living in the unit who you have not listed as a family member.

### Absence from Unit

- The family must tell BRHP in writing within 10 business days of absence from the unit, which is no family member living in the unit for more than 30 days.
- The family must give any information or certification that BRHP asks for to confirm that the family is living in or absent from the unit, including the reason for the absence.

- The family is terminated when absent from the unit more than 180 days in a row for any reason.

### Family Notice of Move or Lease Termination

- The family must tell BRHP and the owner before the family moves out of the unit or terminates the lease on notice to owner.

#### **Notice**

The family must comply with lease requirements regarding written notice to the owner.

The family must provide written notice to BRHP when they notify the owner.

### Owner Eviction Notice

- The family must give BRHP a copy of any owner eviction notice within 10 business days.

### Housing Quality Standards Breach Caused by Family

- The family must pay any utility bill that the owner is not required to pay.
- The family must provide and maintain any appliance that the owner is not required to provide.
- The family is responsible for any damages to the unit or premises beyond ordinary wear and tear caused by any household member or guest.

### Allowing BRHP Inspection

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

### Violation of Lease

- The family may not commit any serious or repeated violation of the lease, including non-payment of rent.

#### **Serious and repeated lease violations include, but are not limited to**

nonpayment of rent

disturbing the neighbors

destruction of property

living or housekeeping habits that cause damage to the unit or premises

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## Interest in Unit

- The family must not own or have any interest in the unit.
- The family may not get housing assistance to live in a unit owned by any relative of any family member, unless BRHP finds it is a reasonable accommodation for a disabled family member. The unit owner must have written approval from BRHP. BRHP will not approve a request where the unit owner and assisted family live together.

## Other Housing Assistance

- No one in the assisted family may get Section 8 housing assistance while getting another housing subsidy, for any unit, under any other Federal, State, or local housing assistance program.

## Fraud or Other Program Violations

- Family members must not commit fraud, bribery, or any other crime in connection with the program.

## Crime and Alcohol Abuse by Household Members

- Household members may not engage in any of the following that threatens the health, safety, or right to peaceful enjoyment of anyone living near the unit, the landlord, property management staff, a BRHP employee, contractor, subcontractor, or agent:
  - drug-related crime
  - violent crime
  - other crime
  - alcohol abuse

## 8. INCOME

A family’s income determines eligibility for assistance and the Program uses it to calculate the family’s payment and BRHP’s subsidy.

### Annual Income Definition

Annual income means all amounts, monetary or not, which

- go to, or on behalf of, the family head or spouse, even if temporarily absent, or to any other family member
- are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date
- are amounts derived during the 12-month period from assets to which any member of the family has access
- are not specifically excluded, see [Earned Income – Not Counted in Annual Income](#)

### Household Composition and Income

The Program must count income received by all family members unless specifically excluded by Federal regulations or BRHP policy. It is the responsibility of the head of household to report changes in family composition. The rules vary by family member as to which sources of income count.

<b>Summary of Income Included and Excluded by Person</b>	
<b>Head, spouse, or co-head, and other adult family members</b>	All sources of income not specifically excluded by the regulations are included.
<b>Children under 18 years of age</b>	Employment income is excluded. All other sources of income, except those specifically excluded by the regulations, are included.
<b>Full-time students 18 years of age or older (not head, spouse, or co-head)</b>	Employment income is excluded. All other sources of income, except those specifically excluded by the regulations, are included.
<b>Foster child or foster adult</b>	Income from payment for care is excluded.
<b>Live-in Aides</b>	Income from all sources is excluded.

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## Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

- An individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member.
- An individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member.

## Exceptions to Temporarily Absent Family Members

### **Absent Students**

A family member who attends school away from home will continue to be a family member unless the student has established a separate household or the family declares that the student has established a separate household.

### **Absences Due to Placement in Foster Care**

Children temporarily absent from the home due to placement in foster care are members of the family.

BRHP will verify the child's status with the appropriate agency.

### **Absent Head, Spouse, or Co-head**

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be a family member.

### **Family Members Permanently Confined for Medical Reasons**

A family member confined to a nursing home or hospital on a permanent basis is no longer a family member and their income no longer counts.

BRHP will request verification from a medical professional who is in a position to know about and verify the individual's confinement.

### **Joint Custody of Dependents**

Dependents that are subject to a joint custody arrangement will be a member of the family, if they live with the applicant or participant family 51 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, BRHP will make the determination based on available documents such as court orders, school records or an IRS return showing which family has claimed the child for income tax purposes. If both parties claiming the dependent are public housing residents or HCV participants, BRHP may consult with the other PHA to make a determination.

## Anticipating Annual Income

BRHP is required to count all income anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date.

## Basis of Annual Income Projection

BRHP generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes BRHP to use other than current circumstances to anticipate income when

- an imminent change in circumstances is expected
- it is not feasible to anticipate a level of income over a 12-month period, for example, due to seasonal or cyclic income
- A school employee's income does not meet the definition of seasonal income.
- BRHP believes that past income is the best available indicator of expected future income

When BRHP cannot readily anticipate income based upon current circumstances, for example in the case of seasonal employment, unstable working hours, or suspected fraud, BRHP will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, BRHP will document a clear rationale for the decision in the family's file.

In all such cases, the family may present information and documentation to BRHP to show why the historic pattern does not represent the family's anticipated income.

## Earned Income

### Earned Income – Included in Annual Income

Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

### **Wages and Related Compensation**

The full amount of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income. The full amount is the amount of income before any payroll deductions.

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For persons who regularly receive bonuses or commissions, BRHP will verify and then average amounts received for the two years before admission or reexamination. If only a one-year history is available, BRHP will use the prior year amounts. In either case, the family may provide, and BRHP will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, BRHP will count only the amount estimated by the employer and appropriately document the file.

### **Military Pay**

All regular pay, special pay, and allowances of a member of the Armed Forces count as earned income except for the special pay to a family member serving in the Armed Forces exposed to hostile fire.

### **Earned Income – Not Counted in Annual Income**

#### **Exclude Temporary, Nonrecurring, or Sporadic Income**

Temporary income is subject to time limits and does not culminate in permanent income.

Nonrecurring income is that which is not likely to occur again.

Sporadic income is income that is unreliable and unpredictable. For example, the income of a handyman, who occasionally works and who could not anticipate future work and no historic, stable pattern of income exists, is sporadic income. Sporadic income includes:

- gifts
- temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days

#### **Children's Earnings**

Exclude employment income earned by children including foster children under the age of 18 years.

#### **Earned Income of Full-Time Students**

BRHP excludes all earnings for each full-time student age 18 or older except for the head, spouse, or co-head. To be "full-time", an educational institution with a degree or certificate program must consider the student "full-time".

#### **Income of a Live-in Aide**

Exclude income earned by a Live-in Aide. See [Live-In Aide](#).

#### **Income Earned under Certain Federal Programs**

Exclude income from federal programs including:

- payments to volunteers under the Domestic Volunteer Services Act of 1973
- awards under the federal work-study program

- payments received from programs funded under Title V of the Older Americans Act of 1985
- allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990
- allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998

### **Resident Service Stipend**

Exclude amounts received under a resident service stipend not to exceed \$200 per individual per month. No resident may receive more than one such stipend during the same period.

### **State and Local Employment Training Programs**

Exclude any family member's incremental earnings and benefits from participation in qualifying employment-training programs, including training as resident management staff.

BRHP defines **training program** as a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time.

A training program leads to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency.

Training may include, but is not limited to

- classroom training in a specific occupational skill
- on-the-job training with wages subsidized by the program
- basic education

BRHP defines **incremental earnings and benefits** as the difference between the total amount of welfare assistance and earnings of a family member

- prior to enrollment in a training program, **and**
- after enrollment in the program

In calculating the incremental difference, BRHP will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

The family must report end of participation in a training program in accordance with BRHP's interim reporting requirements.

### **HUD-Funded Training Programs**

Exclude amounts received under training programs funded in whole or in part by HUD are from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD. The program must meet BRHP's definition of training program to qualify.

### **Earned Income Tax Credit**



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Exclude Earned Income Tax Credit (EITC) refund payments, received on or after January 1, 1991, from annual income. Although many families receive the EITC annually when they file taxes, they can also receive an EITC throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

## Business Income

Annual income includes:

- net income from the operation of a business or profession
- net income is gross income less business expense
  - HUD regulations do not permit expenditures for business expansion or amortization of capital indebtedness as deductions in determining net income
  - an allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations
  - HUD regulations require that any withdrawal of cash or assets from the operation of a business or profession be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family

### Business Expenses

BRHP will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535].

### Business Expansion

Business expansion is any capital expenditure made to add new business activities, to expand current facilities, or to operate the business in additional locations.

### Capital Indebtedness

Capital indebtedness is the principal portion of the payment on a capital asset such as land, buildings, and machinery. BRHP will allow as a business expense the interest, but not principal, paid on capital indebtedness.

### Negative Business Income

If the business net income is negative, no business income will be included in annual income. BRHP will not use a negative amount to offset other family income.

### Withdrawal of Cash or Assets from a Business

Acceptable investments in a business include cash loans and contributions of assets or equipment. Investments do not include the value of labor contributed to the business without compensation.

## Co-owned Businesses

The assisted family must document the share of the business they co-own. If their share of the income is lower than their share of ownership, the assisted family must document the reasons for the difference.

## Income from Assets

BRHP generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset.

As is true for all sources of income, HUD authorizes BRHP to use other than current circumstances to anticipate income when

- an imminent change in circumstances is expected
- it is not feasible to anticipate a level of income over 12 months
- BRHP believes that past income is the best indicator of anticipated income

BRHP will document in the family's file a clear rationale when not using current circumstances to determine asset income.

In all such cases, the family may present information and documentation to BRHP to show why the asset income determination does not represent the family's anticipated asset income.

## Valuing Assets

The calculation of asset income sometimes requires BRHP to make a distinction between an asset's market value and its cash value.

The **market value** of an asset is the amount a buyer would pay for real estate or the total value of an investment account.

The **cash value** of an asset is its market value less reasonable costs that the seller would incur when converting the asset to cash.

- Reasonable costs when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

## Lump-Sum Payment – Asset

Payments received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally assets, not income. To not count as income, the family must retain the lump sum payment in the form of an asset. For example, the family deposits an insurance settlement into a savings or checking account.

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## Imputing Income from Assets

To impute income is to assign value.

### **Net Family Assets - \$50,000 or Less**

BRHP will exclude from annual income the actual income anticipated from the assets when the cash value of the asset is less than \$50,000.

### **Net Family Assets - \$50,000 or More**

BRHP will include in annual income whichever is greater:

1. the actual income derived from the assets, **or**
2. the imputed income

To calculate imputed income from assets multiply the total cash value of all family assets by an average passbook-savings rate as determined by BRHP.

BRHP initially set the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC).

BRHP will review the passbook rate annually. The Program will adjust the rate if BRHP's rate is no longer within 0.75 percent of the national rate then it will be set at the current national rate.

The effective date of changes to the passbook rate will be determined at the time of the review.

## Determining Anticipated Income from Assets

Use the market value of the asset when the value is required to compute the anticipated income.

- For example, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

Use the actual income from the asset to compute anticipated income.

- For example, if the asset is a property and the family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received.

## Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except withdrawals that reimburse amounts invested by the family.

## Jointly Owned Assets

Federal regulations specify that annual income include amounts derived from assets during the 12-month period to which any family member has access.

- If more than one person owns an asset and any family member has unrestricted access to the asset, BRHP will count the full value of the asset.
  - A family member has unrestricted access to an asset when they can legally dispose of the asset without the consent of any other owners.
- If more than one person, including a family member, owns an asset but the family member has restricted access to the asset, BRHP will prorate the asset according to the percentage of ownership.
  - If state or local law does not specify or provide a percentage, BRHP will prorate the asset evenly among all owners.

## Assets Disposed of for Less than Fair Market Value

HUD regulations require BRHP to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the initial eligibility or recertification, except as noted below.

### Minimum Threshold

BRHP will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$50,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between the family's recertification, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in non-revocable trust are assets disposed of for less than fair market value except when the assets placed in trust were from settlements or judgments.

### Separation or Divorce

When an asset is disposed of as part of a separation or divorce settlement, it is not considered disposed of for less than fair market value.

In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

### Foreclosure or Bankruptcy

Assets are not disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

## Types of Assets

### Checking and Savings Accounts

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For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

- BRHP will use the average monthly balance for the last six months to determine the value of a checking account.
- To determine the value of a checking and savings account, BRHP will use the current balance.

For an interest bearing checking or savings account, BRHP will determine the anticipated income by multiply the value of the account by the current rate of interest paid on the account.

### **Investment Accounts: Stocks, Bonds, Saving Certificates, and Money Market Funds**

Interest or dividends earned by investment accounts count as actual income from assets including reinvested earnings.

The cash value of such an asset is determined by deducting any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash from the market value.

- To determine the market value of an investment account, BRHP will use the value of the account on the most recent investment report.
- The calculation for anticipated income from an investment account depends on the rate of return.
  - For assets in an investment account with a known rate of return, like a savings certificate, BRHP will calculate asset income based on that known rate – market value multiplied by rate of earnings.
  - For an asset, like a stock, with an unknown anticipated rate of return, BRHP will calculate asset income based on the earnings for the most recent reporting period.

### **Equity in Real Property or Other Capital Investments**

Equity, the cash value, in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs, such as broker fees, incurred in selling the asset

To figure the equity, BRHP will determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.

- BRHP will first use the payoff amount for the loan or mortgage as the unpaid balance to calculate equity. If the payoff amount is not available, BRHP will use the basic loan balance information to deduct from the market value in the equity calculation.

The Program considers equity in real property and other capital investments in the calculation of asset income **except** for the following types of assets:

1. equity accounts in HUD homeownership programs

2. the value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home
3. equity in owner-occupied cooperatives and manufactured homes in which the family lives
4. equity in real property when a family member's main occupation is real estate is a business asset, see [Business Income](#)
5. interests in Indian Trust lands
6. real property and capital assets that are part of an active business or farming operation

BRHP must also deduct from the equity the reasonable costs for converting the asset to cash. The net cash value of real property is the market value minus the balance of the loan or mortgage minus the expenses to convert to cash.

- For the purposes of calculating expenses to convert to cash for real property, BRHP will use ten percent of the market value of the home.

A family may have real property as an asset in two ways:

1. owning the property
  2. holding a mortgage or deed of trust on the property
- In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property.
  - If the property generates no income, actual anticipated income from the asset will be zero.
  - In the case of a mortgage or deed of trust held by a family member, the outstanding balance or unpaid principal is the cash value of the asset.
  - The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is anticipated asset income.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will count as an asset unless BRHP determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

### **Trusts**

A trust is a legal arrangement generally regulated by state law in which one party, the creator or grantor, transfers property to a second party, the trustee, who holds the property for the benefit of one or more third parties, the beneficiaries.

- Revocable Trusts
  - If any member of a family has the right to withdraw the funds in a trust, the value of the trust is an asset.
  - Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

- Non-revocable Trusts
  - In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not an asset.
  - However, any income distributed to the family from such a trust counts as a periodic payment or a lump-sum receipt as appropriate.

## **Retirement Accounts**

### Company Retirement or Pension Accounts

- BRHP must know if the money held in a company retirement or pension account by an employed person is accessible before retirement in order to include or exclude any amount as an asset.
- Only the amount the family member can withdraw without retiring or terminating employment is counted as an asset while a family member is employed
- After a family member retires or terminates employment, any amount distributed to them counts as a periodic payment or a lump-sum receipt, except to the extent that it represents funds they invested in the account. The balance in the account counts as an asset only if it remains accessible to the family member.
- IRA, Keogh, and Similar Retirement Savings Accounts
  - IRA, Keogh, and similar retirement savings accounts count as assets even though early withdrawal would result in a penalty.

## **Personal Property**

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, are an asset.

- To determine the value of personal property held as an investment, BRHP will use the family's estimate of the value.
- BRHP may obtain an appraisal to confirm the value of the asset if there is reason to believe that the family's estimate is off by \$50 or more. The family must cooperate with the appraiser, but cannot incur any costs related to the appraisal.
- Generally, personal property held as an investment generates no income until it is disposed of. If there is regular income, for example income from renting the personal property, the amount of expected earnings in the coming year counts as actual income from the asset.
- Necessary items of personal property do not count as assets.
  - Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

## **Life Insurance**

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets. The cash value is the surrender value.

If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest as income from the asset counts whether the family actually receives it.

## Periodic Payments

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

### Periodic Payments Included in Annual Income:

- Social Security
- unemployment
- welfare assistance
- annuities
- insurance policies
- retirement funds
- pensions

However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family.

Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum are included in annual income.

### Periodic Payments Excluded from Annual Income:

- payments for the care of foster children or foster adults
  - BRHP will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency.
- kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments
- amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- amounts received under the Low-Income Home Energy Assistance Program
- amounts received under the Child Care and Development Block Grant Act of 1990
- Earned Income Tax Credit (EITC) refund payments



- *Note:* EITC may be a periodic payment if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump-sums received as a result of delays in processing Social Security and SSI payments
- Lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA)

## Lump-Sum Payments -Periodic Payment Income

### Included in Income

- Most lump sums received because of delays in processing periodic payments, such as unemployment or welfare assistance

### Excluded from Income

- Lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments
- Any deferred disability benefits that are received in a lump-sum or in prospective monthly amounts from the Department of Veterans Affairs

When BRHP receives a reported delayed-start payment during a recertification, BRHP will adjust the family share and the BRHP subsidy retroactively for the period the payment was to cover. The family may pay in full any amount due or request to enter into a repayment agreement with BRHP.

## Treatment of Overpayment Deductions from Social Security Benefits

- BRHP must make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from their benefit amount until the individual pays the overpayment in full.
- The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld.
- Regardless of the amount withheld or the length of the withholding period, BRHP must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

## Payments In Lieu of Earnings

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income if they are received either in the form of periodic payments **or** in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If received in a one-time lump sum, such as a settlement, the payment is a lump-sum receipt.

## Welfare Assistance

Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments.

### Reduction of Welfare Benefits

BRHP must deny a family's request for an interim recertification after obtaining written verification from the welfare agency that the agency has reduced the participant's welfare income because of

- failure to comply with economic self-sufficiency program
- failure to comply with work activities requirements
- fraud

This rule does not apply to reductions in welfare benefits:

- due to the expiration of the lifetime or other time limit on receiving benefits
- if the family has complied with welfare program requirements but cannot find employment

BRHP must include in annual income the "imputed" welfare income. The imputed welfare income is the amount of the reduction in benefits because of the sanction.

This provision is subject to BRHP's Informal Hearing procedure. BRHP will provide written notice to the family if the Program denies their request.

## Periodic and Determinable Allowances

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

### Alimony and Child Support

BRHP must count alimony or child support amounts awarded as part of a divorce or separation agreement unless BRHP verifies that

- the payments are not being made
- the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

### Regular Contributions or Gifts

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BRHP must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family.

Examples of regular contributions include:

- regular payment of a family’s bills, for example utilities, telephone, rent, credit cards, or car payments
- cash or other liquid assets provided to any family member on a regular basis
- “in-kind” contributions such as groceries and clothing provided to a family on a regular basis
- Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by BRHP.

For contributions that may vary from month to month, such as utility payments, BRHP will include an average amount based upon past history.

## Student Financial Assistance

### Student Financial Assistance Included in Annual Income

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

1. They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
2. They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the project-based voucher program, or the moderate rehabilitation program.
3. They are under 24 years of age or they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition and any other required fees and charges received must be included in annual income:

- under the 1965 HEA
- from a private source
- from an institution of higher education, as defined under the 1965 HEA

To determine annual income in accordance with the above requirements, BRHP will use these definitions:

**Assistance under the Higher Education Act of 1965** includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.

**Assistance from private sources** means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.

**Tuition** will have the meaning given by the institution of higher education were the student is enrolled and will include any other fees and charges required by the institution for enrollment.

### **Student Financial Assistance Excluded from Annual Income**

BRHP fully excludes any student financial assistance from annual income not subject to inclusion, whether paid directly to the student, or to the educational institution the student is attending. This includes any financial assistance received by students residing with parents who are seeking or receiving Section 8 assistance

students who are enrolled in an educational institution that does not meet the 1965 HEA definition of *institution of higher education*

students who are over 23 and have at least one dependent child

students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA

## **Additional Exclusions from Annual Income**

Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program

Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era

Adoption assistance payments

Refunds or rebates on property taxes paid on the unit

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home

Amounts specifically excluded by any other federal statute including:

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977
2. Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC

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3. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  4. Payments received under the Alaska Native Claims Settlement Act
  5. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes
  6. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program
  7. Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998
  8. Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
  9. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians
  10. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990
  11. A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010
  12. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands
  13. Benefits under the Indian Veterans Housing Opportunity Act of 2010, only applies to Native American housing programs
  14. Payments received from programs funded under Title V of the Older Americans Act of 1985
  15. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
  16. Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean service veterans born with spinal bifida
  17. Payments received under the Maine Indian Claims Settlement Act of 1980
  18. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990

19. Earned income tax credit (EITC) refund payments received on or after January 1, 1991
20. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
21. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, the exception found in § 237 of Public Law 109–249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income, except for those persons with disabilities
22. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
23. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
24. Any amounts in “n "individual development acco”nt" as provided by the Assets for Independence Act, as amended in 2002
25. Payments made from the proceeds of Indian tribal trust cases as described in Notice PIH 2013–3“, "Exclusion from Income of Payments under Recent Tribal Trust Settleme”ts"
26. Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations
27. Distributions from irrevocable trusts or revocable trusts outside the control of the family/household, including:
  - a. Distributions of the principal or corpus of the trust,
  - b. Distributions of income from the trust used to pay the costs of health and medical care expenses for a minor.
28. Distributions from a revocable trust under the control of the family/household (except actual income earned by the trust, regardless of whether it is distributed).
29. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
30. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.

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31. Income and distributions from any Coverdell education savings account under section 530 of the IRS Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.
  32. Payment related to aid and attendance under 38 U.S.C 1521 to veterans in need of regular aid and attendance.
  33. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family’s assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family’s assisted unit. (Note: this is a revision of the provision about payments to help a family member with a developmental disability to remain at home)
  34. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
  35. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
  36. Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
  37. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family.
  38. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies.  
Nonrecurring income includes:
    - Direct Federal or State payments intended for economic stimulus or recovery.
    - Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

- Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
  - Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
  - Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
39. Civil rights settlements or judgments, including settlements or judgments for back pay.
40. Income received from any account under a retirement plan recognized as such by the IRA, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
41. Income earned on amounts placed in a family's Family Self Sufficiency Account. G
42. Gross income from self-employment (but still include the net amount as determined before).
43. Participants in the GAIN program are eligible to make interim withdrawals from their escrow accounts to assist in progressing towards their financial goals. These withdrawals, including the interest earned in the GAIN escrow account, will not be included in the family's annual income. Furthermore, the GAIN escrow account will not be considered an income asset."

## Adjusted Income

Adjusted income is a family's annual income less any of BRHP's standard deductions for which the family qualifies.

### Income Deductions

BRHP will use a standard income deduction to calculate a family's annual income.

There will be a standard deduction for working families, disabled families and non-disabled families without wages. The deductions are:

- \$4,500 for households with wages
- \$1,700 for households without wages

The \$525 elderly or disabled family deduction is in addition to the above standard deductions for any family whose head, or spouse, or co-head is elderly or disabled.

Income exclusions apply when calculating the standard deduction.

BRHP will reevaluate a family's standard deduction at each recertification, interim change, or move.



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BRHP will periodically update standard deductions to adjust for inflation and will publish such changes in successive Administrative Plans.

### Hardship Policy

The family may request the use of regulatory deductions and exclusions if adjusted income would be lower than adjusted income calculated using BRHP standard deductions. The request must be made within 14 calendar days of the notification of the change in family rent share.

## Use of Income Determinations from Other Programs

BRHP may use determinations of a family's income prior to applying deductions based on determinations made by a LIHTC property at which a household is leased or will lease.

## 9. CALCULATING ASSISTANCE: FAMILY SHARE AND BRHP SUBSIDY

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### Total Tenant Payment (TTP)

TTP is the total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

HUD regulations specify the formula for calculating TTP for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income (annual income divided by 12)
- welfare rent (in as-paid states only)
- minimum rent of \$0 as established by BRHP

### Family Share

Family share is the portion of rent and utilities paid by the family. To calculate the family share, subtract the amount of the housing assistance payment from the gross rent, which is rent to owner plus any utility allowance.

To calculate the family's portion of rent payable to the owner, subtract the amount of the housing assistance payment to the owner from the rent to owner. Rent to owner is the total monthly rent payable to the owner under the lease for the unit, also called the contract rent.

If a family chooses a unit with a gross rent that exceeds BRHP's applicable payment standard

- the family will pay more than the TTP
- at initial occupancy, BRHP cannot approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly-adjusted income
  - This rule applies any time a family moves into a new unit.

BRHP must verify the income used for this determination no earlier than 120 days before the Program issues the family's voucher.

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## BRHP Subsidy

BRHP will pay a monthly housing assistance payment to the landlord on behalf of a family that is equal to the lower of the applicable payment standard for the family minus the TTP or the gross rent minus the TTP.

## Payment Standards

See [Appendix B](#) for current Payment Standard chart.

The payment standard sets the maximum subsidy payment a family can receive from BRHP each month.

Payment standards are based on 50<sup>th</sup> percentile fair market rents (FMRs) published annually by HUD. If the 50<sup>th</sup> percentile FMRs are not available, BRHP will use the 50<sup>th</sup> percentile rent estimates as described in the FY 2019 MTW plan.

*The Thompson v. HUD Settlement Agreement* established that the vouchers would have Exception Payment Standards based on the market rents in opportunity areas to make sure that rental units are available and affordable in those areas.

An Exception Payment Standard is a payment standard amount that is higher than the basic range for a designated part of the FMR area.

BRHP, under HABC's MTW authority and the *Thompson v. HUD Settlement Agreement*, has adopted payment standards based upon HUD's Fair Market Rents (FMR) that range from 90 to 135 percent of the FMR.

BRHP's payment standards are determined at the census tract level and are based on

1. whether a tract is determined to be an opportunity area
2. the ratio of the census tract's median gross rent to the Baltimore metropolitan statistical Area median gross rent using the most recent 5-year estimate from the US Census Bureau's American Community Survey

## Updating Payment Standards

BRHP will review payment standards on an annual basis and at other times as determined necessary.

Under HABC's MTW Agreement, each year BRHP will propose Exception Payment Standards and will include those exception payment standards in the Administrative Plan.

BRHP will adjust the payment standard schedules effective January 1 of each year, which is the start of HABC's fiscal year. The payment standards are effective for the entire fiscal year. Implementation of exception payment standards is subject to funding availability.

## Effective Date of Payment Standards

Changes to payment standard amounts will be effective on January 1 of every year to coincide with the start of HABC's fiscal year.

If the family moves to a new unit, or BRHP executes a new HAP contract for new admissions or due to changes in the lease, even if the family remains in the same unit, the Program will use the current payment standard applicable to the family when the new HAP contract is processed.

If an RTA is submitted near year's end and the lease is effective within 60 days of RTA submission, the payment standard at the time of the RTA approval will be honored even if HOH leases after payment standards have changed.

### **Increases**

If the payment standard amount increases during the term of the HAP contract, the increased payment standard amount will be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard amount.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next reexamination.

If an owner requests a rent increase and the payment standard for the unit has increased, BRHP will apply the increased payment standard at the effective date of the rent increase.

### **Decreases**

If the amount on the payment standard schedule decreases during the term of the HAP contract, BRHP will not reduce the payment standard amount used to calculate the subsidy for a family under HAP contract for as long as the HAP contract remains in effect.

## Changes in Family Unit Size

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

A change in family unit size may affect the amount of utility assistance a family receives.

When the removal of a household member results in a decreased voucher size, and the payment standard has decreased due to a prior change in payment standard tier, the applicable payment standard will be based upon the reduced voucher size of the original payment standard tier in place prior to the reduced household size.

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## **Exception to Payment Standard and Utility Allowance for Deceased Tenants**

If a non-head of household family member passes away between recertifications periods, BRHP will not reduce the family's payment standard and utility assistance until:

- A. The family's next bi-annual recertification.
- B. When the family moves to a new assisted unit.

## **Exception to Payment Standard for a Reasonable Accommodation**

BRHP may approve a higher payment standard up to 135% of the HUD published FMR if a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities. See [Reasonable Accommodations](#).

## **Applying Payment Standards**

BRHP's uses the payment standards schedule to calculate a families housing assistance payment.

**Payment standard** is "the maximum monthly assistance payment for a family assisted in the voucher program before deducting the total tenant payment by the family".

The payment standard for a family is the lower of

1. the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under BRHP's subsidy standards, **or**
2. the payment standard for the size of the unit rented by the family

## **Utility Allowances**

BRHP uses established utility allowance schedules in determining family share and BRHP subsidy. BRHP must maintain a utility allowance schedule for

- all tenant-paid utilities
- the cost of tenant-supplied refrigerators and ranges
- other tenant-paid housing services such as trash collection

The utility allowance must include the utilities and services that are necessary in the area to provide housing that complies with housing quality standards. There is no utility allowance for non-essential utility costs such as telephone, cable, satellite television, or internet services.

The utility allowance schedules classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The utility allowance schedules must state the cost of each utility and housing service separately by unit size and type. Type of utility generally refers to the type of fuel used.

BRHP will only include an allowance for air-conditioning in its schedule if it is included in the schedule adopted from the local PHA. Central air-conditioning or a portable air conditioner must be present in a unit before BRHP will apply this allowance to a family's rent and subsidy calculations.

### Updating Utility Allowance Schedules

BRHP will adopt the utility allowance schedules from PHAs operating HCV programs within BRHP's jurisdictions that are in effect as of January 1, unless BRHP finds their utility allowance schedule(s) to be inadequate.

BRHP will review its utility allowance schedule each year. BRHP will maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule. Copies of the utility allowance schedules are available for review at [www.brhp.org](http://www.brhp.org).

### Exception to Utility Allowance Schedule as a Reasonable Accommodation

BRHP may approve a higher utility allowance if a family needs it as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The family must submit a **Reasonable Accommodation Request Form** to request the higher allowance and provide BRHP with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required.

### Effective Date of Utility Allowance Schedules

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in BRHP's utility allowance schedule.

When there are changes in the utility arrangement with the owner, BRHP must use the utility allowances in effect at the time the new lease and HAP contract are executed.

At reexamination, BRHP must use BRHP current utility allowance schedule.

BRHP will apply the revised utility allowance to a family's rent and subsidy calculations at the family's first recertification after the new schedule is effective.

### Applying Utility Allowances

BRHP uses an established utility allowance schedule to determine family share and BRHP subsidy. BRHP determines a family's utility allowance by whichever is the lower of the two:

1. size of the unit leased by a family

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## 2. voucher unit size for which the family qualifies using BRHP subsidy standards

In cases where the unit size leased exceeds the family unit size as determined under BRHP subsidy standards because of a reasonable accommodation, BRHP must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

### Utility Reimbursement

If the housing assistance payment exceeds the rent to owner, BRHP may pay the balance of the housing assistance payment to the family as a utility reimbursement, which BRHP also calls a utility assistance payment.

BRHP issues a PNC® Bank PayCard for utility assistance payments (UAP) to eligible participants. The PayCard is a prepaid debit card. The UAP is loaded on the card each month.

BRHP reserves the right to issue utility reimbursement payments directly to the utility company.

BRHP will prorate reimbursements if the family leaves the program in advance of its next reimbursement.

## Prorated Assistance for Mixed Families

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. BRHP must prorate the assistance provided to a mixed family. BRHP will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if BRHP calculates a subsidy for a family at \$500 and two of four family members are ineligible, BRHP will reduce the subsidy to \$250.

## 10. VERIFICATION

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BRHP must verify all information used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance.

The Program will handle all information obtained through the verification process in accordance with BRHP records management policies.

### Family Consent to Release of Information – HUD-9886

The family must supply any information that BRHP or HUD deems necessary to run the program and must give consent to BRHP to verify that information.

#### Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information.

The purpose of form HUD-9886 is to enable automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form.

HUD and BRHP may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members.

Only HUD has authority to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA).

Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

#### Penalties for Failing to Consent

If any family member who is required to sign a consent form fails to do so, BRHP will deny admission to applicants and terminate assistance of participants. The family may request an Informal Review for applicants or Informal Hearing for participants in accordance with BRHP procedures.



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## Verification Hierarchy

HUD requires BRHP to use the most reliable form of verification that is available and to document the reasons when the Program uses a lesser form of verification.

In order of priority, the forms of verification that BRHP will use are

1. Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
2. Up-front Income Verification (UIV) using a non-HUD system
3. written third-party verification (may be provided by applicant or participant)
4. written Third-party Verification Form
5. oral third-party verification
6. self-certification

### Upfront Income Verification Using HUD's EIV System - Mandatory

HUD mandates the use of the Enterprise Income Verification (EIV) system in its entirety as a third-party source to verify employment and income information.

The EIV system contains data showing

- earned income
- unemployment benefits
- Social Security benefits
- SSI benefits

### EIV Income Reports

BRHP will compare income reports to family-provided information as part of the application, reexamination, and recertification process.

The Program uses the income report for the following purposes:

- in the calculation of annual income, see [Income](#)
- to meet the regulatory requirement for third party verification
- in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify and calculate earned income, unemployment benefits, Social Security or SSI benefits
- to verify that families claiming zero income are not receiving income from any of these sources

BRHP will retain Income reports in participant files with the applicable recertification or interim reexamination documents.

When the Program determines through income reports and third-party verification that a family has concealed or under-reported income, BRHP will take corrective action.

See [Program Integrity](#).

### EIV Identity Verification

The EIV system verifies tenant identities against SSA records. The system compares the records to data for a match on social security number, name, and date of birth.

When identity verification for a participant fails, the EIV system will display a message and no income information will display.

BRHP will identify participants whose identity verification has failed by reviewing EIV's Identity Verification Report on a monthly basis.

BRHP will attempt to resolve discrepancies by obtaining appropriate documentation from the participant.

### Upfront Income Verification Using Non-HUD Systems- Optional

In addition to mandatory use of the EIV system, HUD encourages BRHP to utilize other upfront verification sources.

BRHP may use the following UIV resources during the admission and reexamination process:

- HUD's EIV system
- Elite
- CCC Verify
- Thomas & Company
- Verify Direct

BRHP may require a family to access the UIV resource, The Work Number, and provide the Program with the requested information.

### Written Third-Party Verification

A third party source or the family may provide written third-party verification documents, which must be original and authentic.

Some examples of acceptable family provided documents include:

- pay stubs
- payroll summary reports
- employer notice or letters of hire and termination
- SSA benefit verification letters

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- bank statements
  - child support payment stubs
  - welfare benefit letters or printouts
  - unemployment monetary benefit notices

BRHP may reject documentation provided by the family if the document is not an original, or if it appears to be forged, altered, damaged, or illegible.

Third-party documents provided by the family must have a date within 120 days of the date submitted to BRHP.

If BRHP determine that third-party document provided by the family is not acceptable, BRHP will explain the reason to the family and request additional documentation.

### Written Third-Party Verification Form

When upfront verification is not available and the family is unable to provide written third-party documents, BRHP must request a written third-party verification form.

- BRHP will send third-party verification forms directly to the third party.
- BRHP may mail, fax, or e-mail third-party written verification form requests to third-party sources.
- BRHP may send third-party verification forms when BRHP rejects third-party verification documents.

### Oral Third-Party Verification

BRHP will use third-party oral verification when requests for written third-party verification forms are not returned within seven calendar days.

For third-party oral verification, BRHP contacts sources, identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available.

- BRHPs will document in the family file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.
- When any source responds verbally to the initial written request for verification, BRHP will accept the verbal response as oral verification, but will also request that the source complete and return any verification forms.

### When Third-Party Verification Is Not Required

- Third-party verification may not be available in all situations in which case a self-certification will be acceptable as the only means of verification.
- Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.
- HUD permits BRHPs to accept a self-certification from a family as verification of assets disposed of for less than fair market value.

### Self-Certification

Self-certification, or “tenant declaration” is the lowest form of verification typically for use only when BRHP is unable to obtain third-party verification.

- When BRHP relies on a tenant declaration for verification of income, assets, or expenses, the Program must document the family’s file to explain why third party verification was not available.
- When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to BRHP.
- BRHP may require a family to certify that a family member does not receive a particular type of income or benefit.
- The self-certification must be in a format acceptable to BRHP, and the family member whose information or status is being verified must sign it, in addition to the head of household.

## Document Requirements

BRHP will accept document submissions electronically whenever possible.

- Documents must have a date within 120 days of the date submitted to BRHP.
- The documents must not be forged, altered, damaged, or illegible.
- Printouts from web pages are original documents.

When a family submits a document that is a copy of the original, write this information on the document:

- head of household first and last name
- last four digits of persons Social Security Number

BRHP staff member who views the original document must make a photocopy,

The Program will not return any mailed documents.

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## File Documentation

BRHP will document, in the family file, the following:

- reported family annual income
- value of assets
- expenses related to deductions from annual income
- other factors influencing adjusted income

BRHP must document in the family's file how the figures used in income and rent calculations were determined. The Program will record all verification attempts, information obtained, and decisions reached during the verification process in the family's file in sufficient detail to demonstrate that BRHP has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

When BRHP is unable to obtain a third-party verification, BRHP will document in the family file the reason that third-party verification was not available.

## *Thompson Eligibility Verification*

BRHP must verify any preference claimed by an applicant that determines placement on the wait list. For determining eligibility and preference status, the applicant to the Baltimore Housing Mobility Program must be the head of household.

BRHP verifies an eligibility claim through the Housing Authority of Baltimore City's (HABC) electronic database or through verification of residency as described below.

HABC has granted BRHP access to its electronic applicant database system to verify current public housing status, wait list status, as well as access to any lists or databases of public housing families who have requested to transfer.

In cases where BRHP is not able to document or prove that an applicant meets the eligibility requirements, the Program will provide the applicant the opportunity to appeal the decision. BRHP will send a letter via first class mail informing the applicant that they do not meet the eligibility requirements. The letter will include a list outlining eligibility for the program. Applicants who believe they have been improperly determined ineligible will have the opportunity to submit proof of eligibility.

- BRHP will review the new information and, if acceptable, place the applicant on the wait list.
- If BRHP is not able to prove qualification for a preference with the supplemental information provided by the applicant, BRHP will mail a denial notice via first class mail. There is no further appeal.

## Verification of Residency

To verify that an applicant is a current resident of the City of Baltimore at the required times, the applicant must provide a copy of an executed lease and rent receipts. If a lease and rent receipts are not available, the applicant must provide at least one of the following documents:

- government agency record clearly identifying the head of household, household members and unit address
- utility bills in the name of the head of household or spouse
- current drivers' license, Maryland Identification Card, or voter registration card

An applicant that is experiencing homelessness must provide at least one of the following documents:

- statement of services from a homeless shelter
- proof of a homeless shelter used as a mailing address

## Legal Identity Verification

BRHP will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
<ul style="list-style-type: none"><li>✓ Certificate of birth, naturalization papers</li><li>✓ Church issued baptismal certificate</li><li>✓ Current, valid driver's license or Department of Motor Vehicles identification card</li><li>✓ U.S. military discharge (DD 214)</li><li>✓ Current U.S. passport</li><li>✓ Current government employer identification card with picture</li><li>✓ Current student identification card</li></ul>	<ul style="list-style-type: none"><li>✓ Certificate of birth</li><li>✓ Adoption papers</li><li>✓ Custody agreement</li><li>✓ Health and Human Services ID</li><li>✓ Certified school records</li></ul>

Birth Certificates and Social Security Cards must be original.

If a family submits a document that is illegible for any reason or otherwise questionable, more than one of these documents may be required.

BRHP will verify legal identity for all applicants at the time of eligibility determination and in cases where BRHP has reason to doubt the identity of a person representing themselves to be a participant.

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## Social Security Numbers

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status.

Note that an individual who previously declared to have eligible immigration status may not change their declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

Exemptions also include, existing program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

BRHP must accept the following documentation as acceptable evidence of the social security number:

- original SSN card issued by the Social Security Administration (SSA)
- original SSA-issued document, which contains the name and SSN of the individual
- original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

BRHP may only reject SSN documentation if the document is not an original, or if it appears to be forged, altered, damaged, or illegible.

If BRHP rejects the document, the applicant or participant must obtain and submit acceptable documentation of the SSN within 90 days.

When a participant requests to add a new household member the participant must provide the complete and accurate SSN assigned to each new member and the documentation required verifying it. BRHP will not process the request to add the new household member until the family provides the documentation.

When a participant requests to add a new household member who is under the age of six without an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of submitting the request to add the child. During the period BRHP is waiting for SSN documentation, the Program will count the child as part of the assisted household.

BRHP may grant a 90-day extension if the Program determines that the participant's failure to provide the documentation was due to good cause. Good cause is an unavoidable conflict that seriously affects the health, safety, or welfare of the family. BRHP may request documentation of the "good cause" prior to granting the extension.

BRHP will verify each disclosed SSN by

- obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers
- making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

## Documentation of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members.

BRHP will verify age by

- obtaining documentation from applicants and participants that is acceptable as evidence of age
- making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

BRHP will verify age only once during continuously assisted occupancy.

## Family Relationships

Applicants and program participants are required to identify the relationship of each household member to the head of household. See [Definition of Family](#).

BRHP verifies a family relationship only to the extent necessary to determine a family's eligibility and level of assistance.

### Marriage

A marriage certificate is generally required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married for example filing joint income tax return.

### Domestic Partnership

Two unmarried adults in a long-term relationship, regardless of sex or gender, may declare a domestic partnership. Adults declaring a domestic partnership will share one bedroom, as is consistent with married household members.

The Domestic Partnership Declaration form will be used as verification of a domestic partnership.



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## Separation or Divorce

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

## Absence or Removal of Adult Member

If a family reports an adult member of the household is permanently absent or requests to remove the member from the household, the family must provide evidence to support that the person is no longer a member of the family. BRHP requires documentation of another address at which the person resides such as a lease or utility bill if the PHA so requests.

## Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

# Verification of Student Status

BRHP requires families to provide information about the student status of all students who are 18 years of age or older. The Program will only verify this information if

- the family reports full-time student status for an adult other than the head, spouse, or co-head
- the family includes a student enrolled in an institution of higher education

## Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

BRHP will determine whether the student is exempt from the restrictions by verifying any one of the following exemption criteria:

- the student is enrolled at an educational institution that does not meet the definition of institution of higher education in the Higher Education Act of 1965
- the student is at least 24 years old
- the student is a veteran
- the student is married
- the student has at least one dependent child

- The student is a person with disabilities and was receiving assistance prior to November 30, 2005

If BRHP cannot verify at least one of these exemption criteria, BRHP will conclude that the student is subject to the restrictions on assistance. In addition to verifying the student's income eligibility, BRHP will then proceed to verify their parents' income eligibility or their independence from their parents.

## Independent Student

BRHP will verify a student's independence from their parents to determine that the parents' income is not relevant for determining the student's eligibility by doing all of the following:

- Either reviewing and verifying previous address information to determine whether the student has established a household separate from their parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of independent student
- Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent
- Requesting and obtaining written certification directly from the student's parents and identifying the amount of support they will be providing to the student, even if the amount of support is \$0

## Disability Documentation

BRHP must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

- BRHP is not permitted to inquire about the nature or extent of a person's disability.
- BRHP may not inquire about a person's diagnosis or details of treatment for a disability or medical condition.
- If BRHP receives a verification document that provides such information, BRHP will not place this information in the tenant file.
- Under no circumstances will BRHP request a participant's medical record(s).

Regulations do not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability

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- inquiry whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
  - inquiry whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

### Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for qualifying for wait list preferences, if applicable, or certain income disallowances and deductions.

- BRHP will attempt to obtain information about disability benefits through the HUD EIV system.
- If documentation from EIV is not available, BRHP will request a current SSA benefit verification letter dated within the last 120 days from each family member claiming disability status.
- If the family is unable to provide the document(s), BRHP will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the applicant or participant receives the benefit verification letter, they will be required to submit it to BRHP.

### Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See [Definition of a Person with a Disability under HUD](#).

## Citizenship or Eligible Immigration Status

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. "Mixed Families" containing both eligible and ineligible persons are provided prorated assistance. See eligibility requirements in [Eligibility](#) and [Prorated Assistance for Mixed Families](#).

BRHP will verify an individual's citizenship or eligible immigration status only once during continuously assisted occupancy.

## U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. Each family member 18 or older or a guardian for minors must personally sign the Declaration of Citizenship form.

BRHP will not require family members who claim U.S. citizenship or national status to provide additional documentation unless BRHP receives information indicating that an individual's declaration may not be accurate.

## Eligible Immigrants

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals by completing a Declaration of Citizenship form.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

For family members age 62 or older who claim to be eligible immigrants, proof of age is required but, no further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, BRHP must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

BRHP will follow all USCIS protocols for verification of eligible immigration status.

## Summary of Documentation Requirements for Noncitizens

### **Elderly Noncitizens**

A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

### **All other Noncitizens**

Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents:

- Form I-551 Alien Registration Receipt Card for permanent resident aliens
- Form I-94 Arrival-Departure Record annotated with one of the following:
  - "Admitted as a Refugee Pursuant to Section 207"
  - "Section 208" or "Asylum"
  - "Section 243(h)" or "Deportation stayed by Attorney General"
  - "Paroled Pursuant to Section 221 (d)(5) of the USCIS"

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- Form I-94 Arrival-Departure Record with no annotation accompanied by
    - a final court decision granting asylum but only if no appeal is taken
    - a letter from a USCIS asylum officer granting asylum if application is filed on or after 10/1/90 or from a USCIS district director granting asylum if application filed before 10/1/90
    - a court decision granting withholding of deportation
    - a letter from an asylum officer granting withholding or deportation if application filed on or after 10/1/90
  - Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”
  - Form I-688B Employment Authorization Card annotated “Provision of Law 274a.12(11)” or “Provision of Law 274a.12”
  - a receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified
  - other acceptable evidence: If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

## Verifying Income and Assets

BRHP must verify assets and income reported by the family.

### Earned Income

#### Wages

BRHP is required to obtain current and consecutive pay stubs for determining annual income from wages:

- submit four if paid bi-weekly, semi-monthly, or monthly
- submit six if paid weekly
- At the BRHP’s discretion, if additional paystubs are needed due to the family’s circumstances (e.g., sporadic income, fluctuating schedule, etc.), BRHP may request additional paystubs or a payroll record.

If no pay stubs, a signed letter on business letterhead from each employer with

- date of hire
- average regular hours
- overtime hours worked each week

- rates of pay for regular and overtime hours
- tips, commission and bonus pay

### Tips

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and anticipated tips for the coming year.

## Business and Self-Employment Income

Business owners and self-employed persons will be required to provide

- an audited financial statement for the previous fiscal year if audited
- a statement of income and expenses that the business owner or self-employed person must certify if not audited
- all schedules completed for filing federal and local taxes in the preceding year
- 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

BRHP will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year.

The business owner or self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination, BRHP may request documents that support submitted financial statements such as manifests, appointment books, cashbooks, or bank statements.

If a family member has been self-employed less than three months, BRHP will accept the family member's certified estimate of income. If the family member has been self-employed for 3 to 12 months, BRHP will require the family to provide documentation of income and expenses for this period and use that information to project income.

## Periodic Payments and Payments In Lieu Of Earnings

### Social Security or SSI Benefits

To ensure consistency in the determination of annual Social Security and SSI income, PHAs are required to use EIV-reported Social Security and SSI benefit amounts unless the tenant disputes the EIV-reported amount [Notice PIH 2018-24].

### Applicants

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- To verify the SS or SSI benefits of applicants, BRHP will request a current SSA benefit verification letter dated within the last 120 days from each family member that receives social security benefits.
  - If the family is unable to provide the document(s), BRHP will help the applicant request a benefit verification letter from SSA's website at [www.ssa.gov](http://www.ssa.gov) or ask the family to request one by calling SSA at 1-800-772-1213. Once the applicant has received the benefit verification letter, they will be required to provide it to BRHP.

### **Participants**

- To verify the SS or SSI benefits of participants, BRHP will obtain information about social security or SSI benefits through the HUD EIV System, and confirm with the participant(s) that the current listed benefit amount is correct.
- If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, BRHP will request a current SSA benefit verification letter from each family member that receives social security benefits.
- If the family is unable to provide the document(s), BRHP will help the participant request a benefit verification letter from SSA's website at [www.ssa.gov](http://www.ssa.gov) or ask the family to request one by calling SSA at 1-800-772-1213. Once the participant has received the benefit verification letter, they will be required to provide it to BRHP.

### **Alimony or Child Support**

The method BRHP will use to verify alimony and child support payments differs depending on whether the family declares that they receive regular payment.

#### **Regular Payment**

- Verification will be obtained in the following order of priority:
  - copies of the receipts or payment stubs, or print out of Payment Summary from Child Support Enforcement System for the 120 days prior to BRHP request
  - third-party verification form from the state or local child support enforcement agency
  - third-party verification form from the person paying the support
  - family's self-certification of amount received

### **Assets and Income from Assets**

#### **Assets Disposed of for Less than Fair Market Value**

The family must certify whether any assets have been disposed of for less than fair market value in the prior two years. BRHP needs to verify only those certifications that warrant documentation.

BRHP will only verify the value of assets disposed if

- BRHP will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$50,000.
- BRHP does not already have a reasonable estimation of its value from previously collected information.
- The amount reported by the family in the certification appears in obvious error.

#### Net Income from Rental Property

The family must provide

- a current executed lease for the property that shows the rental amount or certification from the current tenant
- self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E - Rental Income
- if schedule E was not prepared, a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense

#### Retirement Accounts

BRHP will accept written third-party documents supplied by the family as evidence of the status of retirement accounts. The type of original document that BRHP will accept depends upon the family member's retirement status.

##### **Before Retirement**

BRHP will accept an original document from the entity holding the account with a date that shows it is the most recent scheduled statement for the account, but in no case earlier than six months from the effective date of the examination.

##### **Upon Retirement**

BRHP will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken, or any regular payments.

##### **After Retirement**

BRHP will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken, or any regular payments.



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## Income from Excluded Sources

BRHP will accept the family's self-certification as verification of fully excluded income. BRHP may request additional documentation if necessary to document the income source.

BRHP will verify the source and amount of partially excluded income as described in this chapter.

## Zero Annual Income Status

BRHP will check UIV sources and may request information from third-party sources to verify that a family claiming to have zero annual income is not receiving any income such as unemployment benefits, TANF, SS, SSI, or earnings.

### Student Financial Assistance [Notice PIH 2015-21]

Any financial assistance from private sources or from an institution of higher education in excess of tuition, fees and other required charges is included in income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving HCV assistance.

The full amount of student financial assistance is excluded from annual income for students over the age of 23 with dependent children or students residing with parents who are seeking or receiving HCV assistance.

For a student with a portion of their student financial assistance included in annual income, BRHP will request written third-party verification of both the source and the amount. The family must provide documents from the educational institution attended by the student, as well as documents from any other person or entity providing assistance as reported by the student.

In addition, BRHP will request written verification of the student's tuition, fees, and other required charges.

If BRHP is unable to obtain third-party written verification of the requested information, BRHP will pursue other forms of verification following the verification hierarchy.

### Parental Income of Students Subject to Eligibility Restrictions

This provision is limited to students who are seeking or receiving assistance separately from their parents.

BRHP must consider the income of the student's parents when determining income eligibility if a student enrolled at an institution of higher education is

- under the age of 24
- not a veteran

- not married
- does not have a dependent child
- not a person with disabilities receiving HCV assistance as of November 30, 2005

Parental income for students determined independent from their parents in accordance with BRHP policy is not considered.

If BRHP is required to determine the income eligibility of a student's parents, BRHP will request an income declaration and certification of income from the appropriate parent(s).

BRHP will send the request directly to the parents, who will be required to certify their income under penalty of perjury. The parents will be required to submit the information directly to BRHP within 10 business days of the date of the request.

BRHP reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

## Elderly or Disabled Household Deductions

BRHP must verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

The elderly or disabled family deduction requires only that BRHP verify that the family members identified as elderly or disabled persons meet the statutory definitions. No further verifications are required.

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# 11. HOUSING AND INSPECTION STANDARDS

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## NSPIRE Standards

On May 11, 2023, HUD published the final rule entitled, “Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate (NSPIRE),” which establishes a new approach to defining and assessing housing quality: The National Standards for the Physical Inspection of Real Estate (NSPIRE).

## Ineligible Types of Housing

BRHP may not assist a unit under the voucher program if the unit is one of the following:

- a public housing or Indian housing unit
- a unit receiving project-based assistance under section 8 of the 1937 Act
- nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services
- college or other school dormitories
- units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions
- a unit occupied by its owner or by a person with any interest in the unit
- any other housing type disallowed by HUD regulation

## Special Housing Types

BRHP, at its discretion, may permit families to use voucher assistance in special housing types in accordance with the specific requirements applicable to the Program. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, and cooperative housing.

## Inspection Standards

Beginning October 1, 2023, HUD requires that all units occupied by families receiving HCV assistance meet HUD's NSPIRE Standards. All program housing must meet the NSPIRE performance requirements both at the beginning of assisted occupancy, and throughout the assisted tenancy.

BRHP inspects each unit. Our Inspectors cannot provide advice on repairs or proper maintenance. All units must pass a NSPIRE inspection before a family can move into a unit or

before the effective date of the Housing Assistance Payments (HAP) contract. Thereafter, all units must pass a NSPIRE inspection at least once every 24 months during the term of the contract, and at other times as needed, to determine that the unit continues to meet the NSPIRE standards.

For more information on HUD's NSPIRE standards for HCV programs, visit [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/reac/nspire](https://www.hud.gov/program_offices/public_indian_housing/reac/nspire)

## Inspection Process and Types

BRHP conducts the following types of inspections as needed:

1. Initial Inspection
2. Biennial Inspection
3. Complaint or Special Inspection
4. Quality Control Inspection
5. Re-Inspection - for failed units

BRHP will notify the owner and the family in writing of the results of all inspections. At the discretion of the executive director or designee, BRHP may conduct remote inspections using video streaming technology and a proxy at the inspection site.

### Inspection Costs

BRHP may charge the owner for unit inspections or re-inspections.

### Notice and Scheduling

- The family must allow BRHP to inspect the unit at reasonable times with reasonable notice.
- BRHP will give both the family and the owner reasonable notice of all inspections.
  - Notification of appointment may be arranged by mail, phone, or email
  - Reasonable notice is considered not less than 48 hours except in the case of a life-threatening emergency.
- BRHP will conduct Inspections between 8:00 a.m. and 5:00 p.m.
- BRHP will typically conduct inspections on Monday - Friday only.
- In the case of a life-threatening emergency, BRHP will give as much notice as possible, given the nature of the emergency.

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## Initial NSPIRE Inspection

BRHP conducts an initial inspection in response to a Request for Tenancy Approval (RTA) from an owner on behalf of prospective tenant to approve a unit for participation in the Program.

The Program must receive all required documents within 15 calendar days of receiving the RTA or BRHP may deny the RTA.

BRHP has 15 days from the time the RTA is complete to conduct the inspection and advise the participant and landlord if we approve the unit or not. The process may take longer than 15 days in some cases. Any day the unit is not available for inspection increases the time.

The Inspections Department schedules the NSPIRE Inspection appointment with the owner.

The owner should use the **BRHP Self Inspection Checklist** to help prepare for the NSPIRE Inspection. This document is a tool provided by BRHP. For more information regarding the NSPIRE Inspection, [see the HUD NSPIRE standards](#).

You can find the BRHP and HUDs form on our website at [www.brhp.org](http://www.brhp.org) > Landlords > Forms and Resources.

The unit must meet HUD requirements to pass inspection.

The landlord or agent must be present at the initial inspection and are required to allow access to the unit.

The utilities must be on at the time of the inspection. If the utilities are not on, the unit will immediately fail and the inspection will terminate.

If the unit is not empty, move all furniture away from walls.

If unit fails inspection for any reason, the landlord has 10 business days to correct any violation(s) and contact BRHP to schedule the re-inspection.

The Program reserves the right to cite additional violations during re-inspection.

**If for any reason a unit fails inspection twice, BRHP will not approve the unit.**

- The RTA will be voided. BRHP will issue another RTA to the family to find a new unit. The landlord will get an email from BRHP to update the RTA status.

The landlord will get an email from BRHP to update the inspection status.

BRHP permits the landlord to reschedule an Initial Inspection or re-inspection only once. See [Extensions](#).

## Appliances

If the family is responsible for supplying the stove or refrigerator, BRHP will allow the family to place the stove and refrigerator in the unit after the unit has met all other NSPIRE requirements. The required appliances must be in place within 5 days of the move in date. BRHP will re-inspect the unit to confirm the family has installed the appliances and that they are working.

## Biennial Inspection

The biennial inspection process includes scheduling the unit for inspection, notifying owners and tenants of the inspection date and time, conducting the inspection, enforcing NSPIRE requirements, and when necessary, taking action to abate payments and terminate HAP contracts and program assistance.

This inspection is to confirm the unit still meets the NSPIRE.

BRHP will inspect all units under contract at least once every two years.

BRHP reserves the right to set and modify the inspection schedule for each unit.

BRHP may inspect Homeownership units.

For inspection requirements for Project Based Vouchers see [Inspecting Units](#).

The Inspections Department schedules inspection appointments.

- BRHP allows an appointment to be changed or rescheduled only once and only if the participant has good cause. Good cause is an unavoidable conflict that seriously affects the health, safety, or welfare of the family. BRHP may request documentation of the “good cause” prior to rescheduling the inspection.

The landlord, participant, or representative of the landlord or participant who is an authorized adult age 18 or over must be present at the inspection so that the Inspector may gain access to the unit.

- If the participant does not attend the inspection and does not arrange for the Inspector to gain access to the unit, BRHP will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family’s assistance.

If the family misses the first scheduled appointment without requesting a new inspection date, BRHP will automatically schedule a second inspection within seven to ten days. BRHP considers this a broken scheduled appointment and is a first fail. If the family misses two scheduled inspections without BRHP approval, BRHP will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family’s assistance.

If the unit fails to meet NSPIRE standards, a re-inspection will occur in 30 calendar days.

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- For non-life threatening failures, BRHP will send the owner and the family a written notification of the inspection results within five business days of the inspection.
  - The written notice will specify who is responsible for correcting the violation, and the time frame for correcting it.
  - At BRHP's discretion owners and families are allowed to self-certify that non-emergency items identified as "fail" during an NSPIRE inspection have been repaired.
    - Evidence the correction has been completed may be required.
    - A random sample of units that have been approved under the self-certification option will receive a quality control inspection.
  - Generally, BRHP will not allow more than 30 days for the correction. See [Extensions](#).
  - The Program reserves the right to cite additional violations during re-inspection
- If the failed items are an emergency fail, the landlord or tenant must repair the items within 24 hours.
- BRHP will immediately notify both parties by telephone, facsimile, or email.
  - The notice will specify who is responsible for correcting the violation.
- If the unit fails the re-inspection, one of the following actions will occur:
- If the owner is responsible for the failed item and the owner does not correct the item within the allotted time, the HAP contract will be either abated, terminated, or both by the end of the month following failure to comply with BRHP notices. Abatement may be retroactive to the date the unit initially failed the NSPIRE inspection.
  - If the tenant is responsible for the failed item and the tenant does not correct the item within the allotted time, BRHP will process the tenant for termination of assistance.

## Complaint or Special Inspection

A participant or a landlord may request a Complaint Inspection because of problems identified with a unit between inspections.

BRHP will conduct a special inspection if another source reports NSPIRE violations in the unit.

BRHP may schedule a Special Inspection at any time at the Program's discretion.

Complaint and Special Inspections have the same requirements as a Biennial Inspection. Inspections resulting in a fail or inconclusive HQS finding require the same notification actions and enforcement processes as biennial inspections.

If the reported condition is not life threatening, then BRHP must inspect the unit within 15 days of when BRHP received the complaint.

In general, during a Special Inspection, BRHP will only inspect reported deficiencies. However, if the inspector observes and cites any additional NSPIRE deficiencies the responsible party must make the necessary repairs.

If the annual/biennial inspection is scheduled or is due within 90 days of the date the special inspection BRHP may elect to conduct a full annual/biennial inspection.

### Quality Control Inspections

HUD requires a BRHP supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each BRHP inspector is conducting accurate and complete inspections and that there is consistency in the application of the NSPIRE standards.

The landlord, participant, or representative of the landlord or participant who is an adult age 18 or over must be present at the inspection so that the Inspector may gain access to the unit.

The selected sample will include

- only units inspected within the preceding three months
- each type of inspection: initial, annual, and special
- inspections completed by each inspector
- units from a cross-section of neighborhoods

The minimum sample size of units for inspection will relate directly to each of the above categories.

### Re-Inspection for Failed Units

- BRHP will conduct a re-inspection immediately following the end of the corrective period, or any BRHP approved extension.
- BRHP will give the family and owner reasonable notice of the re-inspection appointment.
- Re-inspections have the same requirements as a Biennial Inspection. Inspections resulting in a fail or inconclusive NSPIRE finding require the same notification actions and enforcement processes as biennial inspections.

### Extensions

- For conditions that are life threatening, BRHP cannot grant an extension to the 24-hour corrective action period.
- For conditions that are not life-threatening, BRHP may grant an exception to the required time frames for correcting the violation, if BRHP determines that an extension is appropriate



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- BRHP may grant an extension in cases where BRHP has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control.
    - Reasons may include, but are not limited to
      - required parts or services are not available to complete the repair
      - weather conditions are not conducive to complete the repair
      - the family includes a person with disabilities and needs a reasonable accommodation
  - The length of the extension will be determined on a case-by-case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions.
    - In the case of weather conditions, an extension may continue until the weather has improved sufficiently to make repairs possible.
    - Once the weather conditions have subsided, the necessary repairs must be made within 15 calendar days.

## Owner and Family Responsibilities

### Owner Responsibilities

- The owner must maintain the unit in accordance with the NSPIRE standards, including performance of ordinary and extraordinary maintenance.
  - BRHP must not make any housing assistance payments for a unit that fails to meet the NSPIRE standards, unless the owner corrects the defect within the period specified by BRHP and BRHP verifies the correction.
    - If a defect is life threatening, the owner must correct the defect within no more than 24 hours.
    - For other defects, the owner must correct the defect within no more than 30 calendar days, or BRHP approved extension.
  - The owner is not responsible for a breach of the NSPIRE standards that they did not cause, and for which the family is responsible. However, BRHP may terminate assistance to a family because of the NSPIRE breach caused by the family.
- The owner is responsible for paying for utilities and services, unless paid by the family under the lease.
- The owner is responsible for vermin infestations even if the family's living habits cause the NSPIRE violation. However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

For more information on owner responsibilities, see Owners, [Owner Responsibilities](#).

## Enforcing Owner Compliance

If the owner fails to maintain the unit in accordance with NSPIRE standards, BRHP must take prompt and vigorous action to enforce the owner obligations. BRHP reserves the right, at its discretion, to deny any future unit the owner may request to add to the Program, deny or limit rent increases, increase the frequency of inspections, or take any other administrative action deemed appropriate. For more information, see [Owners](#) and [Program Integrity](#)

## HAP Abatement

If an owner fails to correct NSPIRE deficiencies by the time allotted by BRHP and the HAP contract abates, the tenant may be provided with funds to assist with relocation up to the abated HAP amount.

- BRHP will abate HAP contracts immediately in cases of owner failure to repair life-threatening conditions within the required 24-hour period.
- BRHP will make HAP abatements effective the first of the month following the expiration of BRHP specified correction period including any extension, except as noted above.
  - Abatement may be retroactive to the date the unit initially failed the HQS inspection.
- BRHP will inspect abated units within five business days of the owner's notification that the owner has complete the work.
  - Payment will resume effective on the day the unit passes inspection.
  - There are no retroactive rent payments to the owner for the period of the abatement.
- During any abatement period, the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

## HAP Contract Termination

BRHP will terminate HAP contracts that are under abatement the earlier of

1. the month the family living in the unit moves
2. the end of the month after the abatement is effective

BRHP retains the right to terminate a HAP contract at any time.

BRHP may terminate a HAP contract immediately in cases of owner failure to repair life-threatening conditions within the required 24-hour period.

If the owner completes corrections and notifies BRHP before the termination date of the HAP contract, BRHP may rescind the termination notice if

1. the family still resides in the unit and wishes to remain in the unit, **and**
2. the unit passes inspection

BRHP will give the owner 30 days' notice of HAP contract termination.

## Family Responsibilities

The family is responsible for correcting the following NSPIRE deficiencies:

- tenant-paid utilities not in service, see [Life-Threatening Conditions - Emergency Fail Items](#)
- failure to provide or maintain appliances owned by the family
- damage to the unit or premises caused by a household member or guest beyond normal wear and tear that result in a breach of the NSPIRE standards
- "Normal wear and tear" is items that the owner could not charge against the tenant's security deposit under state law or court practice.

For more information on family responsibilities, see [Family Obligations](#).

### Enforcing Family Compliance with NSPIRE Standards

If the family fails to correct a violation for which they are responsible within the period allowed by BRHP or within any extension, BRHP will terminate the family's assistance.

See [Family Obligations](#).

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

## HUD's NSPIRE Standards

HUD's specifies the performance and acceptability standards for HCV-assisted housing in 24 CFR 982.401. BRHP will conduct inspections with [NSPIRE standards found here](#).

### Other Housing Policy

BRHP may require compliance with local housing codes or ordinances.

## Life-Threatening Conditions - Emergency Fail Items

BRHP has established the following list of conditions that the Program calls Emergency Fail Items, which are life-threatening conditions that the responsible party, either the owner or the family, must correct within 24 hours of BRHP notification.

An emergency item may include, but is not limited to

- no electricity

- no running water
- major plumbing leaks, flooding or sewer backup
- natural gas leak or fumes from fuel burning appliances or equipment
- no heat as defined by the local code in the appropriate jurisdiction
- no fuel when heating equipment is powered by gas, oil or propane and heat is required to meet local code in the unit's jurisdiction
- no functioning toilet in the unit
- any electrical fixture or equipment that smokes, sparks, or short circuits creating a fire hazard
- uninhabitable units due to fire, tornado, flood, hurricane, destroyed or vandalized units that prevent a tenant from using the bathroom or kitchen
- any life threatening condition as determined by the inspector and approved by the inspector's supervisor

## HQS Space Standards - Number of Bedrooms

A unit must

- provide adequate space and security for the family
- have at least one bedroom or living/sleeping room for each two persons
  - A family may use a living room as sleeping or bedroom space, but no more than two persons may occupy the space.
  - A bedroom or living/sleeping room must have at least
    - one window
    - two electrical outlets in proper operating condition
  - Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

A unit that does not meet these HQS space standards is, by definition, overcrowded.

If a unit becomes overcrowded because of an increase in family size or a change in family composition, BRHP must issue the family a new voucher, and the family and BRHP must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, BRHP must terminate the HAP contract in accordance with its terms.

For more information and chart, see Voucher Briefing, [Determining Voucher Size or Number of Bedrooms](#).

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## Modifications to Provide Accessibility

The owner is responsible for provisions on modifications to a unit occupied or to be occupied by a disabled person:

- It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling.
- In the case of a rental, the landlord may require the renter to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
- The landlord may not increase for handicapped persons any customary security deposit. However, the landlord may negotiate as part of a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.
- A landlord may require the renter to provide
  - a reasonable description of the proposed modifications
  - reasonable assurances of competent workmanship
  - required building permits

Modifications to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines.

## Special Requirements for Children with Environmental Intervention Blood Lead Level

When a public health department or other medical health care provider has identified a child of less than six years of age living in an HCV-assisted unit as having an elevated blood lead level, BRHP must complete an environmental investigation of the unit within 15 calendar days after receiving the notification.

BRHP must provide the owner the results of the environmental investigation of the unit or the public health department's results of the evaluation of the unit.

Within 30 days after receiving the environmental investigation report from BRHP, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations.

If the owner does not correct the hazard reduction within the allotted time the unit is in violation of HQS, and the HAP contract will be either abated, terminated, or both by the end of the month following failure to comply with BRHP notices. Abatement may be retroactive to the date the unit initially failed the HQS inspection. For more information, see [Reporting and Record Keeping for Children with Elevated Blood Lead Level](#).

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# 12. RENT REASONABLENESS

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HUD also requires BRHP to determine that rents for units under the program are reasonable when compared to like unassisted units in the market area.

The purpose of the rent reasonableness test is to ensure that BRHP is paying a fair rent for each unit rented under the program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable non-assisted units on the premises

BRHP cannot approve a HAP contract until the Program has determined that the rent for the unit is reasonable.

## When Rent Reasonableness Determinations Are Required

BRHP must make a rent reasonableness determination

1. at initial occupancy
2. whenever the owner requests a rent increase
3. if there is a 10% decrease in the fair market rent

In addition, BRHP will make a rent reasonableness determination at any time after the initial occupancy period if BRHP determines

- the initial rent reasonableness determination was in error
- the information provided by the owner about the unit or other units on the same premises was incorrect

### Initial Occupancy

The owner and family first negotiate the rent for a unit. BRHP will assist the family with the negotiations upon request.

### Rent Increase

Federal Regulation does not permit a rent increase during the initial term of the lease.

After the initial term, the owner may request a rent increase once in each 12-month period. BRHP may approve requests for rent increases of up to 10% annually. If there was no rent

increase in the previous year, requests for increases above 10% may also be considered. However, under no circumstances will BRHP approve rent increases exceeding 20%.

- BRHP may request owners to provide information about the rent charged for other units on the premises, if the premises include more than four units.
- In evaluating the proposed rent in comparison to other units on the premises, BRHP will consider unit size and length of tenancy in the other units.
- BRHP will not approve a rent increase if any failed items identified by the most recent HQS inspection remain uncorrected.
- BRHP may require a recent passed inspection prior to approving a rent increase.

BRHP will determine whether the requested increase is reasonable at least 60 calendar days prior to the effective date of the rent change.

BRHP will notify the owner of the determination in writing.

All rents increases will be effective the first of the month following 120 days after BRHP's receipt of the owner's request or on the date specified by the owner, whichever is later.

If BRHP finds the requested rent is not reasonable, the owner must either reduce the requested rent increase, or terminate the tenancy in accordance with the terms of the lease.

BRHP will notify the tenant no fewer than 60 days in advance if the rent increase would be approved and would result in a tenant payment increase. The tenant can then indicate if they accept the increase, or if they would like a move voucher upon providing owner timely notice.

In addition to the instances described above, BRHP will make a determination of rent reasonableness at any time after the initial occupancy period if

- BRHP determines that the initial rent reasonableness determination was in error
- BRHP determines that the information provided by the owner about the unit or other units on the same premises was incorrect

BRHP reserves the right to determine rent reasonableness at any time.

## How “Comps” Are Established

HUD requires BRHPs to take into consideration the factors listed below when determining rent comps.

BRHP may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit:

location, census tract, and age unit size including the number of rooms and square footage of rooms



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the type of unit including construction type: single family, duplex, garden, low-rise, high-rise

the quality of the units including the quality of the original construction, maintenance, and improvements made

amenities, services, and utilities included in the rent.

## Non-comparable Units

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions are not comparable units. These include units assisted by HUD through any of the following programs:

- Section 8 project-based assistance
- Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects
- HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized
- units subsidized through LIHTC or other federal, state, or local tax credits
- units subsidized by the Department of Agriculture rural housing programs
- units that are rent-controlled by local ordinance

## Rents Charged for Other Units on the Premises

The Request for Tenancy Approval requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than four units.

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

## How Rents Are Determined

BRHP will contract with a rent comparison service to obtain rents for comparable units.

BRHP will compare the rent for a proposed assisted unit to the rent charged for comparable unassisted units in the same market area.

An owner or prospective tenant can view the preliminary range of rents for comparable units by bedroom size within the proposed unit's market area by using ***the Opportunity Area Search Tool*** at [www.brhp.org/search](http://www.brhp.org/search).

BRHP will make the final determination because units may be similar, but not exactly, like the proposed assisted unit. BRHP may adjust the range of prices to account for these differences.

- The adjustment must reflect the local market. Not all differences in units require adjustments. Adjustments may vary by unit type, for example, a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom.
- BRHP will adjust reported monthly rent when a comparable project offers rent concessions. For example, if a comparable project reports rents of \$500 per month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows:

$$\$500 \times 11 \text{ months} = 5500 / 12 \text{ months} = \text{actual monthly rent of } \$488.$$

If BRHP requests additional information, the owner must submit it within five business days of BRHP's request. Information must come from a credible source such as the Multiple Listing Service (MLS) or other distribution list.

BRHP will notify the owner of the rent BRHP can approve based upon its analysis of rents for comparable units.

If an owner cannot accept the rent reasonableness as determined by BRHP, the Program will not be able to approve the unit for occupancy.

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## 13. LEASING

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In order for BRHP to assist a family in a particular unit, or execute a Housing Assistance Payments (HAP), contract with the owner of a unit

1. the unit itself must qualify as an eligible unit
2. the unit must be inspected by BRHP and meet the NSPIRE Standards
3. the lease offered by the owner must be approvable and must include the required Tenancy Addendum
4. the rent to be charged by the owner for the unit must be reasonable
5. the owner must be an eligible owner, approvable by BRHP, with no conflicts of interest
6. Family rent burden at initial lease only:

The family share cannot exceed 40 % of the family's adjusted monthly income when the gross rent of the unit exceeds the applicable payment standard for the family. "Family share" is the amount the family pays toward rent and utilities.

### Tenant Screening

The owner is responsible for performing all management and rental functions for the assisted unit, including

- selecting a voucher-holder to lease the unit
- deciding if the family is suitable for tenancy

BRHP has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy.

BRHP will not screen applicants for family behavior or suitability for tenancy.

Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy.

Upon request, BRHP will provide the owner with the following family information

- current address
- prior address
- landlord's name and address at current and prior address, if known

BRHP's policy on providing information to the owner is included in the family's **Voucher Briefing Packet**.

BRHP will not provide additional screening information to the owner.

BRHP may not disclose to the owner any confidential information provided by the family in response to BRHP's request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation.

For more information on the Violence Against Women Act of 1994 (VAWA), see [VAWA](#).

## Request for Tenancy Approval (RTA)

After BRHP issues the family a voucher, the family begins searching for a unit in an opportunity area. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the family gives the landlord the **Landlord Request for Tenancy Approval (RTA) Packet**.

- A family can only have one RTA at any given time.
- The family must turn in the RTA during the term or extended term of their voucher. A family must
  - **not let the voucher expire**. The family will not be able to reapply to the Program unless the wait list reopens.
  - **always keep the original voucher**. The family may give a copy to the landlord if needed.

The family must sign the following forms in the **Landlord RTA Packet**:

Request For Tenancy Approval Form HUD-52517

### **Lead Disclosure Form**

The **Landlord RTA Packet** includes the following that the landlord must complete, sign, and return to BRHP:

Request For Tenancy Approval Form HUD-52517

- The RTA, from HUD-52517, contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities, appliances, and the requested beginning date of the lease, necessary for BRHP to determine whether to approve the assisted tenancy in this unit.
- Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

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- Owners must certify that they are not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless BRHP has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.
  - For units constructed prior to 1978, owners must either
    1. certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; **or**
    2. attach a lead-based paint disclosure statement

***Lead Disclosure Form***

***Property Contact Form***

***Rent Reasonableness Form***

***Direct Deposit Authorization Form***

**W-9 Request For Taxpayer Identification Number And Certification**

- If an agent receives payment on behalf of the property owner, both must submit a W-9.

The Landlord is also required to submit the following with the RTA Packet:

a current **Maryland State Lead Certificate** for any unit built prior to 1978

proof of ownership for privately owned units, submit one:

- Deed of Trust
  - official settlement sheet, with signatures, dollar amounts may be struck out
- a copy of agent/owner agreement for units under management

Baltimore County, Howard County, and City of Annapolis Only:

- submit a current copy of the Rental License

Return completed packet:

**Mail:** Baltimore Regional Housing Partnership,  
100 North Charles Street, 2nd Floor,  
Baltimore, Maryland 21201, Attn: Leasing

**RTA AND LEASING ONLY: Fax:** 443-692-1672, **Email:** RTA@brhp.org

BRHP must receive all required documents within 15 calendar days of receiving the RTA or BRHP may deny the RTA.

When the landlord submits the RTA, BRHP will review the RTA for completeness.

If the RTA is incomplete including lack of signature by family, owner, or both, BRHP will notify the family and the owner of the deficiencies.

Missing information or missing documents will only be accepted as hard copies, in-person, by mail, email, or by fax. BRHP will not accept missing information over the phone.

Corrections to the terms of the RTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail, email, or by fax. BRHP will not accept corrections by phone.

Because of the time sensitive nature of the tenancy approval process, BRHP will attempt to communicate with the owner and family by phone, fax, or email. BRHP will use mail when unable to reach the parties by phone, fax, or email.

## The RTA Process

BRHP has 15 days from the time the RTA is complete to conduct the inspection and advise the participant and landlord if we approve the unit or not. The process may take longer than 15 days in some cases. Any day the unit is not available for inspection increases the time.

### 1. Review

BRHP reviews the rent requested for the unit to see if it is affordable for the tenant and reasonable compared to the market.

BRHP may contact the landlord they have questions about the rent requested.

BRHP will also verify the owner's information.

If BRHP cannot approve the RTA, the RTA will be voided. BRHP will issue another RTA to the family to find a new unit.

The Landlord will get an email from BRHP to update their RTA status.

### 2. Inspect

HUD requires that all units occupied by families receiving HCV assistance meet HUD's NSPIRE Standards. All program housing must meet the NSPIRE requirements both at the beginning of assisted occupancy, and throughout the assisted tenancy. See [Housing and Inspections Standards](#).

### 3. Notice

When the unit passes inspection, BRHP will give the landlord the **Program Approval Notice**. The landlord may also check the BRHP Landlord Portal for the unit's status. BRHP will send the tenant a notice of approval letter.

Do not sign a lease before getting this approval.

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## Void or Cancel a RTA

If the family needs to void their RTA, they must submit a **Request to Void RTA Form**. You can download the form from our website at [www.brhp.org](http://www.brhp.org) or pick one up at our front desk. Mail or bring your request to our office.

The family may also submit a written statement requesting to withdraw an RTA. An email from the Head of Household qualifies as sufficient written statement.

## Changes to the RTA

If there are any changes to the terms of the RTA or proposed lease for any reason, including but not limited to negotiation with BRHP, BRHP will obtain corrected copies of the RTA and proposed lease, signed by the family and the owner.

Corrections to the RTA/proposed lease will only be accepted as hard copies, in-person, by mail, or by fax. BRHP will not accept corrections over the phone.

## Tenancy Approval

See [Notice](#).

## Tenancy Denial

If BRHP cannot approve the tenancy for any reason, the Program will notify the owner and the family in writing. BRHP will advise the owner and family of the necessary steps to obtain approval of the tenancy. The family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability or rent reasonableness, BRHP will attempt to negotiate the rent with the owner. If negotiations are successful, BRHP can approve the tenancy. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

BRHP may deny the RTA if

- BRHP does not receive all required documents within 15 calendar days of receiving the RTA
- the unit is not in BRHP's jurisdiction
- the unit is not in an opportunity area
- the unit does not meet the rent reasonableness requirement and the rent cannot be negotiated with the owner
- the participant's rent portion is over the maximum 40 % rent burden
- the unit does not meet the NSPIRE requirements

- the unit size does not meet the applicable NSPIRE space requirements
- BRHP disapproves unit owner, see [Owner Qualifications](#)
- the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities
- BRHP has barred the unit or the landlord from Program participation
- the unit is in a multifamily rental development with more than 50 units and more than 20 % of the units in that development already have families receiving some form of Section 8 assistance. BRHP reserves the right to lower the percentage from 20% to 10% of the units in a development that already has families receiving some form of Section 8 assistance.

## Lease and Tenancy

After the landlord and tenant get BRHP's approval, they sign a lease.

The family and the owner must execute a written lease agreement for the assisted unit. This written lease is a contract between the tenant family and the owner. BRHP is not a party to this contract.

The tenant must have legal capacity to enter a lease under State and local law. The tenant's legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

The owner and the assisted family will execute the lease and the owner must provide a copy to BRHP. BRHP may require compliance with local housing ordinances and regulations.

## Lease Form and Tenancy Addendum - Part C of HAP Contract

Part B of HAP Contract requires the owner to certify that the owner uses the same standard lease form for rental for both unassisted and assisted tenants.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease.

The lease for the contract unit must include word for word all provisions of the tenancy addendum required by HUD Part C of the HAP Contract.

If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

Because the Tenancy Addendum is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner.



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BRHP does not provide a model or standard lease for owners to use.

## Lease - Required Information

The assisted lease must contain all of the following required information:

- the names of the owner and the tenant
- the names of the BRHP approved household members
- the unit rented address, apartment number, and any other information needed to identify the contract unit
- the term of the lease and any provisions for renewal
- the amount of the monthly rent to owner
- specify what utilities and appliances are to be supplied by the owner and by the family

## Term of Assisted Tenancy

The initial term of the assisted lease must be for at least one year, but may not exceed two years.

During the initial term of the lease, the owner may not raise the rent.

The lease must include any provisions for renewal of the lease.

## BRHP Review of Lease

If the lease is incomplete or incorrect, BRHP will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, email, or by fax. BRHP will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, BRHP will attempt to communicate with the owner and family by phone, fax, or email. BRHP will use mail when we cannot reach the parties by phone, fax, or email.

BRHP will not review the owner's lease for compliance with state or local law.

## HAP Contract Execution

If BRHP has given approval for the family of the assisted tenancy, the owner and BRHP execute the HAP contract. The HAP contract must be the required form HUD-52641.

The HAP contract is a written agreement between BRHP and the owner of the unit. Under the HAP contract, BRHP agrees to make housing assistance payments to the owner on behalf of the family, and the owner agrees to comply with all program requirements as stated in the HAP contract.

The contract lists the unit address, approved family members, monthly housing assistance payments amount, and the utilities and appliances as well as who will provide or pay for each.

The term of the HAP contract is the same as the term of the lease.

BRHP must make a best effort to execute the HAP contract before the beginning of the lease term. Prior to executing the HAP contract, BRHP may not pay any housing assistance payment to the owner.

The Program must execute the HAP contract no later than 60 calendar days from the beginning of the lease term.

Any HAP contract executed after the 60-day period is void, and BRHP may not pay any housing assistance payment to the owner.

If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, BRHP will pay housing assistance payments after execution of the HAP contract in accordance with the terms of the HAP contract, to cover the portion of the lease term before execution of the HAP contract for a maximum of 60 days.

BRHP will ensure that the owner receives a copy of the executed HAP contract.

## Security Deposit

The owner may collect a security deposit from the tenant.

A security deposit is any money paid by a tenant to a landlord that protects the landlord against damage to the rented property, failure to pay rent, or expenses incurred due to a breach of the lease.

BRHP prohibits security deposits in excess of that permitted by state law, private market practice or in excess of amounts charged to unassisted tenants.

## Security Deposit Assistance

Security Deposit Assistance is a benefit provided by BRHP to help participants met the cost of moving into private housing in an opportunity area. The Program does not guarantee Security Deposit Assistance. Assistance is subject to funding availability.

Any Baltimore Housing Mobility Program participant who has a voucher, but has not yet signed a lease with a landlord may apply. The following conditions apply:

- The unit must be in an opportunity area.
- The landlord must approve the family as a tenant.
- The unit must pass inspection.
- The family must not owe Housing Authority of Baltimore City (HABC) any money.
- The family must show you have a zero balance with your current landlord.

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- The family cannot owe BRHP any money for any reason.
  - The family must have money to pay your portion of the security deposit.
  - If a HABC resident, the family must submit **Form D, Move Out Receipt of Keys**.

**The family may apply for Security Deposit Assistance after the selected unit has passed the Housing Quality Standards inspection but before they sign a lease.**

BRHP generally requires the family to pay the first \$500 of the security deposit. From time to time, BRHP may offer a leasing incentive decreasing the family's portion of the security deposit payment to as low as \$200. The family must also pay any security deposit amount that is over one month's rent.

The amount of security deposit assistance will vary depending on the cost of one month's rent. BRHP will pay up to the amount equal to one month's rent less the family contribution of \$500. For example, the monthly rent is \$1,200 and the security deposit is \$1,200. The family will pay \$500 and BRHP will pay \$700.

The family will have to pay any amount over one month's rent in addition to the first \$500. For example, the rent is \$1,200 and the security deposit is \$2,400. The family will pay \$500 and BRHP will pay \$700, which is the amount of one month's rent, but the family will have to pay the additional \$1,200 making their portion of the security deposit \$1,700.

When BRHP approves a family's security deposit assistant, BRHP will send the landlord a letter that guarantees the funds.

BRHP pays the Security Deposit Assistance directly to the landlord after

1. the unit passes NSPIRE Standards Inspection
2. BRHP provides you with approval of move-in
3. BRHP and the landlord have both signed the Housing Assistance Payment Contract

Security Deposit Assistance is a one-time grant. Families forced to move due to no fault of their own (Violence Against Women Act, inspection abatements, foreclosure, etc.) may be eligible for subsequent Security Deposit Assistance. BRHP may provide a small grant for moving costs for these moves, these fees are subject to funding availability. Approval of these funds may be subject to repayment and is only approved at the discretion of the Executive Director or designee.

BRHP may use Housing Assistance Payment (HAP) funds for all uses authorized under the Thompson v. HUD Settlement Agreement and under MTW authority. These uses include one-time security deposits, one-time incentive payments to landlords, application fees and/or moving costs for families leasing with a Thompson voucher, and ongoing counseling fees

associated with the pre- and post-move counseling programs of the Baltimore Housing Mobility Program.

## Property Partner Unit Damage Reimbursement

BRHP will provide damage loss payments equivalent to the lowest of two months of HAP or \$3,000 for owners to cover costs, beyond normal wear and tear, which are not covered by the security deposit, provided that the owner agrees to lease the unit to another BRHP client within 60 days from the date that the owner notifies BRHP of the damages. BRHP will not reimburse for tools needed to repair damages, landlord's personal time to repair damages or other activities related to the claim, items allegedly stolen, or damages not represented in a move-in/out condition report. Requests for damage claims must be submitted within 30 days of the tenant vacating the unit or owner re-taking possession. BRHP will inspect the unit to validate the owner's damage claim.

Requests for damage-repair funding may not exceed \$2,000 per unit and will require estimates, documentation of repairs, and receipts.

A landlord or property partner may request a promissory note if the tenant of the unit requests to move but has caused damages beyond wear and tear to the unit. Requests for damage repair funds may be made once per 12-month period per unit. A request for damage mitigation funds will not automatically warrant a termination from the program. BRHP will monitor damages on a case-by-case basis regarding whether a termination is prompted due to damages. BRHP may offer a repayment agreement in place of a termination.

Please see the Damage Mitigation Fund Application, available upon request, for further information about reimbursable expenses.

## Separate Non-Lease Agreements between Owner and Tenant

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner as approved by BRHP minus BRHP's housing assistance payments to the owner.

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

### Allowable Agreements

BRHP permits owners and families to execute separate, non-lease agreements for services, appliances, other than range and refrigerator, and other items that

- are not included in the lease

- 
- are not customarily provided to unassisted families as part of the lease with those families
  - are not permanently installed in the unit and where the family has the sole option of not utilizing the item

The owner must document any separate non-lease agreement in a Lease Addendum attached to the lease. The landlord must provide BRHP a copy of the Lease Addendum.

## Prohibited Agreements

BRHP prohibits side agreements or side payments for additional rent, or for items, appliances, or services customarily provided to unassisted families as part of the lease for those families.

Under the terms of the assisted lease, the family is neither liable nor responsible for any charges made by a separate non-lease agreement between the owner and the family.

Non-payment of any charges made by a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted lease.

If BRHP determines a family and owner entered into a prohibited separate non-lease agreement

- the landlord will be barred from participation in the program
- the participant may be terminated from the program
  - The participant may request an Informal Hearing regarding the termination.

## Change in Lease

If the tenant and the owner agree to any changes in the lease the changes must be in writing the owner must immediately give BRHP a copy of the changes the lease, including any changes, must remain in accordance with the requirements of this leasing chapter.

BRHP approval of tenancy and execution of a new HAP contract are required only for the following changes in the lease:

- changes in tenant or owner responsibilities for utilities or appliances
- changes in the term of the lease
- the family moves to a new unit, even if the unit is in the same building or complex

**BRHP will terminate housing assistance unless BRHP has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner. See Part C of the HAP Contract, Changes in Lease or Rent.**

## Change in Rent

Federal Regulation does not permit a rent increase during the initial term of the lease. After the initial term, the owner may request a rent increase in accordance with the owner's lease. For more information, see Rent Reasonableness, [Rent Increase](#).

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# 14. MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

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## Moving with Continued Assistance

### Allowable Moves

A family's right to move generally depends upon the family's compliance with program requirements.

An assisted family may move to a new unit with continued assistance if

1. The assisted lease for the old unit has terminated. This includes a termination because BRHP has terminated the HAP contract for the family's unit for the owner's breach.  

The lease has been terminated by mutual agreement of the owner and the family.

  - The owner and the family must complete BRHP's ***Mutual Rescission of Lease*** agreement form.
2. The owner has given the family a notice to vacate.
  - The family must give BRHP a copy of any owner notice.
3. The family has given notice of lease termination for the owner's breach or otherwise in accordance with BRHP policy – see [Moving Procedure](#).
4. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and they need to move to protect the health or safety of the family or family member. See VAWA, [Allowable Moves](#).
5. BRHP determines that the family or member of the family's safety is at risk in their current unit due to threats or other safety concerns arising from the surrounding community, or members therein.
6. BRHP, at its discretion, may allow for elective moves while tenant is obligated to lease if there are credible threats of violence, repeated harassment, or other circumstances that could jeopardize the health, safety, or peaceful enjoyment of any of the household members.
7. BRHP reserves the right to bifurcate (split) the voucher if a victim of domestic violence submits an emergency transfer request invoking VAWA. See VAWA. BRHP determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition.

- BRHP must issue the family a new voucher, and the family must try to find an acceptable unit as soon as possible.
- If an acceptable unit is available for the family, BRHP must terminate the HAP contract for the family's old unit in accordance with the HAP contract terms.
- BRHP must notify both the family and the owner of the termination.
- The HAP contract terminates at the end of the following calendar month after BRHP gives notice to the owner.

## Denial of Moves

BRHP may deny a family permission to move under the following conditions:

### Grounds for Denial or Termination of Assistance

BRHP may deny a family's move if the Program has grounds for denying or terminating the family's assistance. See [Denial or Termination of Assistance](#).

### Thompson Voucher Initial 24 Months

*Thompson* voucher holders must lease a unit in an opportunity area for the first 2 years of their participation.

If the *Thompson* voucher holder is within the initial two years of participation and needs to move to a non-opportunity area with continued assistance, the *Thompson* voucher holder may apply for a hardship exemption based on a change in family circumstances that necessitates relocation to a non-opportunity area, such as a documented health condition of a family member or the need of a family member to obtain housing closer to a place of employment, education or training.

After the initial 2-year period, the *Thompson* voucher holder has the right to use their voucher to lease a unit anywhere in the United States providing the unit be within the jurisdiction of a PHA with a tenant-based housing choice voucher program. See [Portability](#).

### Insufficient Funding

BRHP may only deny a family's Request to Move if BRHP does not have sufficient funding for continued assistance if all of the following apply:

1. the move is to a higher cost unit for moves within the PHA's jurisdiction or to a higher cost area for portability moves
2. the receiving PHA is not absorbing the voucher for portability moves
3. the PHA would be unable to avoid termination of current participants during the calendar year in order to remain within its budgetary allocation including any available HAP reserves for housing assistance payments



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If BRHP does not have sufficient funding for continued assistance, but the family must move from their unit, the family may move to a higher cost unit if the move is within BRHP's jurisdiction. BRHP, however, will not allow the family to move under portability in this situation if the family wishes to move to a higher cost area.

If BRHP approves a family's request to move within the jurisdiction or under portability and then subsequently experiences a funding shortfall, BRHP may only rescind the voucher if the family can remain in its current unit. If the family cannot remain in the unit, BRHP will not rescind the voucher and the family can lease a new unit.

BRHP will create a list of families denied a request to move due to insufficient funding. BRHP will keep the family's request to move open indefinitely, and when funds become available, the families on this list will take precedence over families on the wait list. When funds become available, BRHP will use the same procedures for notify a family with open request to move as it uses for notifying a family on the wait list.

BRHP will inform the family regarding their denied move due to insufficient funding in a letter.

## Restrictions on Elective Moves

### Initial Lease Term

BRHP will only allow a family to make an elective move during the family's initial lease term if the family and the owner agree to a mutual rescission of the lease.

BRHP does not allow more than one elective move during any 12-month period.

However, this does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and they need to move to protect the health or safety of the family or family member.

In addition, BRHP will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities.

### Moving Policy

If a family wants to move to a new unit, the family must follow BRHP's moving policies and procedures including:

The family must get approval from BRHP before moving out of the unit.

The family must only give their landlord notice after they have approval to move from BRHP.

The family must give the landlord notice in accordance with the terms of your lease before moving out of the unit.

- Failure to give written notice to either BRHP or the landlord is a violation of the Program's ***Obligations of the Family***.

The family must not move out of their assisted unit without a new Housing Choice Voucher.

The family must sign the "Conditions of your move" document during the move process.

**The Program may deny or terminate the family's housing assistance for failure to comply.**

## Moving Procedure

### Request to Move

If a family wants to move from their current assisted unit with the Baltimore Housing Mobility Program, they must submit a ***Request to Move Application*** at least 150 to 180 days before the date they plan to move. BRHP, at its discretion, may consider a request to move for good cause prior to the specified time frame.

The family will receive a follow up call from a Housing Counselor to discuss the pros and cons of moving, the family's need for second move assistance, and the proper process for giving notice to the landlord and BRHP.

The family must get approval to move from the Program **before**

- giving their landlord notice
- moving out of their unit

### Attend a Mover's Workshop

At the group workshop, a family will learn about moving with BRHP. They will get a follow up call from a housing counselor to review

- their lease
- their BGE bill
- notice to their landlord
- the walk-through with their landlord
- planning and saving for the security deposit and other moving expenses

At the Mover's Workshop, BRHP will issue the family a ***Good Standing Certification*** form, which the head of household must sign and provide to the landlord who must complete and sign.

### Approval

Upon receipt of a family's completed ***Good Standing Certification*** form and any other requested documents, BRHP will schedule the family for Voucher Issuance and Briefing based on the families anticipated vacate date.

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## Reexamination of Family Income and Composition

BRHP will use the family's current verified information used to establish the family's eligibility and level of assistance when calculating the family Total Tenant Payment (TTP) for the new unit.

## Voucher Issuance and Briefing – Participants

This section deals only with voucher issuance for participants. For voucher issuance for program applicants, see [Voucher Issuance – Applicants](#).

BRHP will notify a family of their eligibility for assistance and invite them to attend Voucher Briefing.

The notice will identify who is required to attend the Voucher Briefing, as well as the date and time of the scheduled Voucher Briefing.

The voucher size will remain the same, unless the number of bedrooms for which the family qualifies has changed.

## Voucher Term, Extension, and Expiration

The initial term of a voucher is 60 calendar days. This is the number of days a family has to search for housing and to submit a RTA. The initial term begins on the issue date and ends on the expiration date. The voucher lists both dates.

If the family needs and requests an extension beyond the initial search period, the Program may extend the term for an additional 60 calendar days. The voucher is only valid for a maximum term not to exceed 180 days.

- The family must request the extension in writing.
- BRHP must receive the request prior to the voucher expiring.
- Any request for this additional extension must include the reason(s) the additional extension is necessary.
- BRHP may require the family to provide documentation to support the request or obtain verification from a qualified third party.
- The family must submit a RTA during the extended term of the voucher.

BRHP will approve additional extensions only in the following circumstances:

- it is necessary as a reasonable accommodation for a person with disabilities
- it is necessary due to reasons beyond the family's control, as determined by BRHP

Following is a list of reasons that BRHP may consider, but do not guarantee an extension:

- serious illness or death in the family
- other family emergency

- obstacles due to employment
- whether the family has already submitted requests for tenancy approval that were not approved by BRHP
- Whether family size or other special circumstances make it difficult to find a suitable unit

BRHP will decide whether to approve or deny an extension request within 10 business days of the date the Program received the request, and will immediately provide the family written notice of its decision.

BRHP's decision to deny a request for an extension of the voucher term is not subject to Informal Hearing.

If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued assistance if the owner agrees and BRHP approves. Otherwise, the family will lose their assistance. There is no Informal Hearing if a family loses assistance.

### **Housing Assistance Payments**

When a family moves out of an assisted unit, BRHP may not make any housing assistance payment to the owner for any month after the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment for the month when the family moves out of the old unit and the first assistance payment for the new unit does not constitute a duplicative housing subsidy. BRHP may prorate payments to the previous property as determined by the Executive Director or designee.

## **Portability**

### **General Information**

Portability is the term used to describe when a family moves taking their voucher with them to a new PHA's jurisdiction. The PHA that issues the voucher is the initial PHA. The PHA that has jurisdiction in the area where the family wants to move is the receiving PHA.

A family that requests to port must be aware that the receiving PHA's screening criteria, subsidy standards, or payment standards may affect the family's assistance.

The receiving Public Housing Authority has the option of administering the family's voucher for the initial PHA or absorbing the family into its own program.

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When administering, also referred to as billing, the receiving PHA provides all housing services for the family and bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher.

When absorbing, the receiving PHA pays for the family's assistance with its own program funds, and the initial PHA has no further relationship with the family.

The initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the initial PHA's voucher.

Based on the receiving PHA's response, the initial PHA must determine whether they will approve or deny the portability request.

### BRHP Eligibility to Port

You must have lived within BRHP's jurisdiction for two years to be eligible to port.

BRHP will determine whether a participant family may move out of BRHP's jurisdiction with continued assistance and notify the family of its determination. See [Moving with Continued Assistance](#).

### Port Out – When BRHP is the Initial PHA

A BRHP voucher holder is "porting out" when requesting to use their voucher to move outside of BRHP's jurisdiction.

When the family decides to use the voucher outside of BRHP's jurisdiction, the family must notify BRHP of its desire to relocate and must specify the location where they want to live.

A family may move with voucher assistance only to an area where at least one PHA has a voucher program.

If there is more than one PHA in the area, the initial PHA provides the family with the contact information for the receiving PHAs that serve the area, and the family selects the receiving PHA.

The family must inform the initial PHA which receiving PHA it has selected.

If the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family.

Once the receiving PHA has been selected and the portability request approved, the initial PHA will advise the family how to contact and request assistance from the receiving PHA.

The family must promptly contact the receiving PHA so the receiving PHA can inform them of the procedures for incoming portable families. The family must comply with these procedures. The family's failure to comply may result in denial or termination of the receiving PHA's voucher.

When the BRHP voucher holder ports out to the receiving PHA, the family's income eligibility is not re-determined.

## Port In to BRHP

All BRHP vouchers are only for use by eligible persons as defined in the *Thompson v. HUD Settlement Agreement*. Therefore, only BRHP voucher holders who have ported out are eligible to port in.

## Port In - The Receiving PHA

A voucher holder is "porting in" when requesting to use their voucher to move into a new PHA's jurisdiction.

The receiving PHA cannot refuse to assist an incoming family. However, the receiving PHA may rescreen families and apply their own policies for denial or termination of assistance.

The receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit while completing the rescreening processes. Based on the results of the rescreening, the receiving PHA may take action against the family.

If the receiving PHA opts to conduct a new reexamination for the participant family, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit.

The receiving PHA must, by regulation, determine the family unit size for the family, and base its determination on its own subsidy standards.

The receiving PHA will issue the family a voucher to search for a unit in its jurisdiction. They must extend the family's voucher by 30 days from the expiration date on the voucher issued by the initial PHA.

When the family submits a request for tenancy approval, the time on their voucher will stop until the receiving PHA notifies them in writing whether they approve or deny the unit.

If the family decides that they do not want to lease a unit in the area, the receiving PHA will return their voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of the voucher so that the family may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

The receiving PHA will provide any additional instructions to the family. PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.

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# 15. REEXAMINATIONS

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BRHP conducts the following types of reexaminations:

**Biennial Recertification:** Under HABC's MTW authority, BRHP is required to reexamine, or recertify, each family's income and composition at least once every 25 months, and to adjust the family's level of assistance accordingly. BRHP refers to this as a "recert".

**Interim Reexamination:** A family must report changes in family income and composition between recertifications by completing an *Interim Change Packet*.

**Annual Homeowners Recertification:** BRHP is required to reexamine, or recertify, each family's income and composition, and to adjust the family's level of assistance accordingly.

**Zero Income Recertification:** If the family has reported an annual income of zero, BRHP may conduct an interim reexamination every -90 calendar days as long as the family continues to report zero income. A family claiming zero income will be required to complete a *Zero Income Worksheet*.

Any type of reexamination will result in the recalculation of family share and subsidy.

Policies governing reasonable accommodations, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to all reexaminations.

## Recertification

### Scheduling a Recertification

BRHP will begin the recertification process 120 days in advance of its scheduled effective date. Generally, BRHP will schedule recertification effective dates to coincide with the family's anniversary date.

BRHP defines anniversary date as 24 months from the effective date of the family's admission to the Program and thereafter as 24 months from the effective date of their last recertification.

If the family moves to a new unit, BRHP will not change the family's recertification date.

BRHP reserves the right to schedule a recertification prior to the family's anniversary date for administrative purposes.

### Conducting a Recertification

As part of the recertification process, families are required to provide updated information to BRHP regarding the family's income, expenses, and composition. Based on this updated information, BRHP must recalculate the family's income and family share of rent.

BRHP will conduct recertification by mail. The Program will mail the family a letter with instructions on how complete the enclosed **Recertification Packet(s)**. The **Document Checklist** is included detailing the documents the family is required to submit based on the answers they provide in their Recertification Packet. The mailing will also include important information for the family to read and keep about the **Obligations of the Family, Denial or Termination of Assistance**, the **Informal Hearing**, and fraud.

The family must complete and return the following **Recertification Packet(s)** by the required date:

**Recertification Packet - Head of Household**, which includes:

- **Application for Continued Occupancy – Head of Household**
- **Obligations of the Family**
- **Supplemental Authorization for Release of Information**
- Authorization for the Release of Information/Privacy Act Notice HUD-9886

**Recertification Packet - Adult Household Member**: Each household member over the age of 18, or who will be 18 in the next 60 days, must complete a packet. The Program will enclose the packet(s) if this applies to the family. This Packet includes:

- **Application for Continued Occupancy – Adult Household Member**

## Missing Information

If the family does not return all of the required documents or information by the due date, BRHP will send the family one missing information letter. The family must provide the missing documents or information within 10 business days of the date of the request. If the family is unable to obtain the information or materials within the required period, the family may request an extension for good cause. BRHP may grant an extension but not to exceed five business days. Any extension for returning missing information (BRHP initiated or client requested) will not exceed 5 business days.

If the family does not provide the required documents or information within the required period including any approved extension, BRHP will send the family a notice of termination.

## Verification

BRHP must verify the recertification information provided by the family in accordance with the policies in [Verification](#).

Annual cost of living increases in public assistance benefits will be performed at the time of the participant's regular recertification.



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At the recertification, BRHP will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. BRHP will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If BRHP proposes to terminate assistance based on lifetime sex offender registration information, BRHP must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination.

Unless the family reports a change, or BRHP has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified. These include:

- legal identity
- age
- social security numbers
- citizenship or immigration status

### Determining Ongoing Eligibility of Certain Students

Students who reside with parents in a HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

During the recertification process, BRHP will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from their parents or is a vulnerable youth, BRHP will not review the parents' income.

If the student is no longer income eligible based on their own income or the income of their parents, BRHP will terminate the student's assistance. See [Denial or Termination of Assistance](#).

If the student continues to be income eligible based on their own income and the income of their parents, if applicable, BRHP will process a recertification in accordance with the policies in this chapter.

### Effective Date of Changes Due to Recertification

In general, an increase in the family share of the rent that results from a recertification will take effect on the family's anniversary date, and BRHP will notify the family at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If BRHP schedules a recertification prior to the family's anniversary date for administrative purposes, BRHP will determine the effective date, but will allow for the 30-day notice period.

If the family causes a delay in processing the recertification, BRHP will apply the *increase* in the family share of the rent retroactively to the scheduled effective date of the recertification. The family will be responsible for any overpaid subsidy. BRHP may require the family to enter a repayment agreement as a condition of continued participation in the Program. See [Family Reimbursement to BRHP](#).

In general, a decrease in the family share of the rent that results from a recertification will take effect on the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If BRHP schedules a recertification prior to the family's anniversary date for administrative purposes, the Program will determine the effective date.

If the family causes a delay in processing the recertification, decreases in the family share of the rent are effective from the first day of the month following completion of the reexamination processing.

BRHP considers a delay in processing a reexamination caused by the family if the family fails to provide information requested by BRHP by the date specified, and this delay prevents BRHP from completing the reexamination as scheduled.

## Notification of Selection and Required Participation in a Reexamination Interview

BRHP may select families to participate in a required reexamination interview as part of the Program's quality control process. If BRHP selects a family, the head of household, spouse, or co-head, and all adult household members must attend the interview. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact BRHP to request a reasonable accommodation.

BRHP will send notification of a reexamination interview by first-class mail that will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that they must bring to the interview.

If the family is unable to attend a scheduled interview, the family should contact BRHP in advance of the interview to schedule a new appointment. If a family does not attend the

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scheduled interview, BRHP will send a second notification with a new interview date and appointment time.

If a family fails to attend two scheduled interviews without BRHP approval, or if the post office returns the notice with no forwarding address, BRHP will send a notice of termination to the family's address of record.

## Interim Reexaminations

BRHP requires a family to report the following changes:

- income, increase or decrease
- assets, increase or decrease
- household composition, add or remove a member
- student status, age 18+, attending or not attending school full time

BRHP may deny or terminate a family's housing assistance if they fail to report a change within 30 calendar days. The Program counts 30 calendar days from the start date, or first day, of the change.

The family must complete and submit and **Interim Change Packet** to report a change. The Program will not accept phone messages to report a change. Interim changes may be submitted in person, by fax, or email to [reportchange@brhp.org](mailto:reportchange@brhp.org). It may take BRHP 30-60 days to review the interim change.

When BRHP processes an interim change, only those factors that have changed are verified and adjusted.

The family's recertification date does not change when BRHP processes an interim change.

### Changes in Household Composition

The family is required to report all changes in household composition. No one other than the approved assisted family as listed on the lease may live in or use the address of the assisted unit before having written approval from the Program, with the exception of children who join the family because of birth, adoption, or court-awarded custody. Failure to comply may result in the denial of the request to add a new household member or the termination of the assisted family from the program.

#### Add a New Household Member - Child

The family must inform BRHP of the birth, adoption, or court-awarded custody of a child within 30 calendar days. The family is required to complete an **Interim Change Packet**.

### Add a New Household Member - Adult

A family must request BRHP's approval to add a new adult family member, Live-in Aide, foster child, or foster adult.

The family must provide written approval from the landlord to add a new household member.

This includes any person not on the lease who the family expects to stay in the unit for more than 14 consecutive days or 30 cumulative days within a 12-month period and therefore no longer qualifies as a "guest".

The family is required to complete an Interim Change Packet to request to add a new household member. Each applicant over the age of 18, or who will be 18 in the next 60 days, must complete an **Application Packet - New Adult Household Member**.

To add a Live-in Aide, a family must first request a reasonable accommodation. Federal regulations define a Live-in Aide as reasonable accommodation. The Program recommends using the **Reasonable Accommodation Form**. A family is not required to use this form. The Program will consider spoken or other written requests. However, it is best to document the request in writing. Federal regulation and the Department of Housing and Urban Development require BRHP to verify a disability under the Fair Housing Act when an individual requests a reasonable accommodation.

BRHP will not approve the addition of a new household member unless the individual meets BRHP's eligibility criteria and documentation requirements.

If BRHP determines an individual meets BRHP's eligibility criteria and documentation requirements, BRHP will provide written approval to the family.

If the approval of a new family member or Live-in Aide will cause overcrowding, or "under housed", according to HQS standards, BRHP will send a separate letter to explain that the family will be required to move.

If BRHP determines that an individual does not meet BRHP's eligibility criteria or documentation requirements, BRHP will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

When a family adds any new family member, BRHP must make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of the change.

### Remove a Household Member

If a household member stops living in the unit, the family must inform BRHP within 30 Calendar days.

The family is required to

- 
- complete an ***Interim Change Packet***
  - complete a ***Household Member Removal Certification Form***
  - provide proof of new residence for each member they remove

This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent. BRHP considers a family member incarcerated for 30 or more consecutive days permanently absent. See [Temporarily Absent Family Members](#).

If a Live-in Aide, foster child, or foster adult stops living in the unit, the family must inform BRHP within 30 calendar days.

If the removal of a family member or Live-in Aide causes the family to be over housed according to HQS standards, the approval letter may explain that the family will be required to move.

When a family removes a family member, BRHP must make appropriate adjustments in the family share of the rent and the HAP payment at the effective date of the change.

When the removal of a household member results in a decreased voucher size, and the payment standard has decreased due to a prior change in payment standard tier, the applicable payment standard will be based upon the reduced voucher size of the original payment standard tier in place prior to the reduced household size.

## Changes in Income

BRHP will schedule an Interim reexamination either because BRHP has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

## BRHP-Initiated Interim Reexaminations

BRHP may conduct interim reexaminations in each of the following instances:

If the family has reported an annual income of less than \$2,400, BRHP may conduct an interim reexamination every 60-calendar days as long as the family continues to report an income of less than \$2,400. A family claiming zero income will be required to complete a ***Zero Income Worksheet***.

If at the time of the recertification, it is not feasible to anticipate a level of income for the next 12 months due to seasonal or cyclical income, BRHP may schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the recertification, BRHP used a tenant declaration, or self-certification, on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, BRHP will conduct an interim reexamination.

BRHP may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

BRHP will conduct an EIV income reverification for all family members 120 days after admission to the Program.

### Family-Requested Interim Reexamination

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination.

### Processing the Interim Reexamination

Generally, BRHP will not require a family to attend an interview for an interim reexamination. However, if BRHP decides an interview is needed, the family is required to attend.

### Effective Dates of Change Due to an Interim

The family must continue to pay their current family share of the rent until they receive written notification of the effective date of change from BRHP.

If the family share of the rent is to increase, the increase generally will be effective on the first of the month following 30 days' notice to the family.

BRHP will only process an increase to the family share of rent, TTP, for a family with total annual income that is less than \$2,400 or where a change in family composition has resulted in an increase in income. However, a family who has a voucher to move may request to have an interim increase processed if their annual income exceeds \$2,400. The Program will process all other increases at the family's next recertification.

If a family fails to report a change within the required time frame, or fails to provide all required information within the required time frame, BRHP will apply the increase in the family share of the rent retroactively to the actual effective date of the change. The family will be responsible for any overpaid subsidy. BRHP may require the family to enter a repayment agreement as a condition of continued participation in the Program. See [Family Reimbursement to BRHP](#).

If the family share of the rent is to decrease, the decrease will be effective on the first day of the month following the month in which the family reported the change.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, BRHP will not reduce the family's share of the rent.

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## Recalculating Family Share and Subsidy Amount

After gathering and verifying required information for a reexamination, BRHP must recalculate the family share of the rent and the subsidy amount, and notify the family and owner of the changes.

### Changes in Payment Standards and Utility Allowances

In order to calculate the family share of the rent and HAP amount correctly, changes or updates in payment standards, subsidy standards, or utility allowances may need to be included in BRHP's calculations. See [Calculating Assistance: Family Share and BRHP Subsidy](#).

### Other Changes Effective at Reexamination

Any change in the family's standard deduction or in BRHP's standard deduction amount will be effective at the family's recertification, interim change, or at the time of a move.

## Notification of New Family Share and HAP Amount

BRHP must notify the owner and family of any changes in the housing assistance payment amounts. The notice must include the amount and effective date of the new

- housing assistance payment
- family share of the rent
- rent to owner, also called contract rent

BRHP will give the family an opportunity for an Informal Hearing regarding BRHP's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment. See [Informal Reviews and Hearings](#). The notice will state the family has the right to request an explanation of how the assistance was calculated and if the family disagrees, they have the right to informal hearing. The notice will include the procedures for requesting an informal hearing.

### Discrepancies

During an annual or interim reexamination, BRHP may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, BRHP may discover errors made by BRHP. When BRHP discovers errors resulting in the overpayment or underpayment of subsidy, the Program will make corrections in accordance with the policies in [Program Integrity](#).

# 16. FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY

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## Family Breakup

Except under the following conditions, BRHP has discretion to determine which members of an assisted family continue to receive assistance:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, BRHP must ensure that the victim retains assistance.
- If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, BRHP is bound by the court's determination of which family members continue to receive assistance.

When a family on the wait list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the wait list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, BRHP will continue assist only one of the new families.

In the absence of a judicial decision or an agreement among the original family members, BRHP will determine which family continues to receive assistance. In making its determination, BRHP will take into consideration the following factors:

- the interest of any minor children, including custody arrangements
- the interest of any ill, elderly, or disabled family members
- the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse
- any possible risks to family members as a result of criminal activity
- the recommendations of social service professionals

All cases of family break are subject to verification. Verification must be received within 60 days of the change. Acceptable documentation includes, but is not limited to, separation, divorce, or abandonment papers. See [Verification](#). The voluntary transfer of the Housing Choice Voucher to another adult member currently residing in the assisted unit is at the sole discretion of BRHP.



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## Remaining Member of a Tenant Family

The HUD definition of family includes the remaining member of a tenant family, which is a member of an assisted family who remains in the unit when other members of the family have left the unit.

Household members such as Live-in Aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only remaining members of a tenant family and there is no family member able to assume the responsibilities of the head of household, BRHP will take the following actions:

If a responsible agency has determined that another adult is to care for a child in the assisted unit for an indefinite period, BRHP will not consider the designated caretaker a family member until a determination of custody or legal guardianship is made.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, BRHP will treat the caretaker as a visitor for 90 days. Unless the family provides BRHP information that would confirm that the caretaker's role is temporary, after the 90 days has elapsed, BRHP will consider the caretaker a family member provided the caretaker meets all other program requirements. In such cases, BRHP will extend the caretaker's status as an eligible visitor.

When a court awards the caretaker legal custody or guardianship, BRHP may transfer the housing choice voucher to the caretaker, provided the caretaker meets the owner and BRHP's screening criteria.

During any period that BRHP considers a caretaker a visitor, BRHP does not count the income of the caretaker in annual income and the caretaker does not qualify the family for any deductions from income.

The approval of a caretaker is at the owner and BRHP's discretion and subject to the owner and BRHP's screening criteria.

# 17. DENIAL OR TERMINATION OF ASSISTANCE

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## Guiding Principles

In light of recent statements from HUD and forthcoming guidance, BRHP will ensure its denial and termination policies and actions are consistent with HUD's *Action Plan to Remove Unnecessary Barriers to Housing for People with Criminal Records*. To that end, BRHP will be:

- Not automatically denying an applicant housing assistance simply based on the presence of a criminal conviction, other than where explicitly prohibited by federal law.
- BRHP will use a look back period of three years prior to admission to the program in examining criminal history. Disregarding criminal history that is unlikely to bear on fitness for tenancy, such as arrest records, sealed or expunged records, older convictions, and convictions not involving violence or harm to persons or property.
- Using individualized assessments to determine whether applicants truly pose a future risk to persons or property, taking into account other factors such as the applicant's employment, engagement in alcohol or drug treatment, and constructive community involvement.
- Providing applicants with criminal history records with reasonable time and opportunity to provide supporting information regarding mitigating factors before an admission decision is made.

BRHP will only consider criminal activity that is related to: (1) drug-related criminal activity; (2) violent criminal activity; (3) other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises of other residents; or (4) other criminal activity that would threaten the health or safety of the PHA or owner or any employee, contractor, subcontractor or agent of the PHA or owner.

## Denial of Assistance

BRHP must deny assistance to a family that does not meet the eligibility criteria discussed in Eligibility.

BRHP may deny assistance in the following cases:

Any member of the household has been evicted from federally assisted housing in the last three years for drug-related criminal activity.

BRHP determines that any household member is currently engaged in the use of illegal drugs. "Currently engaged in" is defined as any use of illegal drugs during the previous 12

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months. BRHP has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

In determining reasonable cause, BRHP will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A record or records of arrest will not be used as the sole basis of determining reasonable cause. BRHP will also consider evidence from treatment providers or community-based organizations providing services to household members. Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing. Any household member is subject to a lifetime registration requirement under a state sex offender registration program.

Any conviction for drug-related or violent criminal activity within the past three years.

Arrests for drug-related or violent criminal activity within the past three years.

A record of arrest(s) will not be the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity. BRHP will consider all credible evidence and mitigating circumstances before making a determination on whether to deny assistance to the household. The final decision will be made based on the preponderance of evidence.

BRHP will investigate criminal activity by any household member, including minors. However, when determining whether to terminate assistance to the family, BRHP will take into account mitigating circumstances, including the age when the alleged offence was committed.

## Denial or Termination of Assistance

HUD requires BRHP to deny or terminate assistance in the following circumstances:

**Failure to Provide Consent:** BRHP must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for any reexamination.

**Failure to Disclose and Document Social Security Numbers:** BRHP must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary.

BRHP may defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline. Reasons such as

- delayed processing of the SSN application by the SSA
- natural disaster

- fire
- death in the family
- other emergency

**Failure to Document Citizenship:** BRHP must terminate assistance if

- a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status
- a family submits evidence of citizenship and eligible immigration status in a timely manner, but united states citizenship and immigration services (USCIS) primary and secondary verification does not verify eligible immigration status of the family

**Lifetime Registered Sex Offenders**

Eviction: BRHP must terminate assistance whenever a family is evicted from or receives a Warrant of Restitution for a unit assisted under the HCV program for a serious or repeated violation of the lease. BRHP considers a family evicted if the family moves after a legal eviction order has been issued or a Warrant of Restitution has been ordered, regardless of whether the order was physically enforced.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. This applies to eviction that is the fault of the tenant or their guests.

**Methamphetamine Manufacture or Production:** BRHP must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

**Failure of Students to Meet Ongoing Eligibility**

**Death of the Sole Family Member** – single member households

**Other-** BRHP *may* deny or terminate assistance in the following circumstances:

The family has failed to comply with any family obligations under the program.  
See [Family Obligations](#).

If the family misses two scheduled appointments without good cause.

The family allows an unreported or unapproved guest(s) to live at the assisted address. This includes any person not on the lease who the family allows to stay in the unit for more than

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14 consecutive days or 30 cumulative days within a 12-month period and therefore no longer qualifies as a “guest”. BRHP considers an individual living in the assisted unit if there is a preponderance of evidence including but not limited to

- an individual uses the assisted unit’s mailing address for one month or longer
- an individual is observed at the home by BRHP staff during home visits
- there is evidence of a sleeping area for more than the approved family
- there is evidence of belongings in the home clearly unrelated to the approved family
- a neighbor or other reliable individual reports seeing an individual at the assisted unit for more than 14 consecutive days or 30 cumulative days within a 12-month period

Only one of the above criteria is necessary for BRHP to terminate the family. Any family member has been evicted from federally-assisted housing in the last three years.

The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.

When denying admission due to family debts as shown in HUD’s EIV system, the PHA will provide the family with a copy of the EIV Debt Owed to PHA and Termination report.

If the family wishes to dispute the information in the report, the family must contact the PHA that entered the information in EIV in writing, explaining why EIV information is disputed. The family must also provide a copy of the letter and all applicable verification to the PHA to support the family’s claim. The PHA will consider the information provided by the family prior to issuing a notice of denial.

The family has breached the terms of a repayment agreement entered into with BRHP.

A family member has engaged in or threatened violent or abusive behavior toward BRHP personnel.

- Abusive or violent behavior towards BRHP personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or spoken, that an individual uses to intimidate may be considered abusive or violent behavior.

- Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

#### Drug and Alcohol Abuse

- BRHP will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. BRHP defines "current" as having used illegal drugs within the past 12-month period.
- BRHP will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - Currently engaged in is defined as any use of illegal drugs during the previous 12 months.
- BRHP will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol. BRHP may not consider an arrest record on its own without additional credible evidence.

BRHP will only consider criminal activity that is related to: (1) drug-related criminal activity; (2) violent criminal activity; (3) other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises of other residents; or (4) other criminal activity that would threaten the health or safety of the PHA or owner or any employee, contractor, subcontractor or agent of the PHA or owner.

While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose.

- BRHP will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.
- Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- HUD defines drug-related criminal activity as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.
- 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.

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- BRHP will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

## Alternative to Denial of Assistance

### Removal of a Family Member's Name from the Application

Should BRHP's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration; BRHP will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, BRHP must deny admission to the family.

For other criminal activity, BRHP may permit the family to exclude the culpable family members as a condition of eligibility.

In such instances, the head of household must certify that they will not permit the family member to visit, stay as a guest, or reside in the assisted unit.

The family must present evidence of the removed family member's current address upon BRHP request.

## Notice of Denial

If BRHP determines that a family is not eligible for the program for any reason, BRHP must notify the family promptly.

The notice must describe

- reason(s) for which assistance has been denied
- the family's right to an Informal Review
- the process for obtaining an Informal Review

### Forms of Denial

Denial of assistance includes any of the following:

- not placing the family's name on the wait list
- denying or withdrawing a voucher
- not approving a request for tenancy or refusing to enter into a hap contract
- refusing to process a request for or to provide assistance under portability procedures

## Prohibited Reasons for Denial of Program Assistance

HUD rules prohibit denial of program assistance to the program based on any of the following criteria:

- age, disability, race, color, religion, sex, or national origin
- where a family lives prior to admission to the program
- whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- whether the family includes children  
whether a family decides to participate in a family self-sufficiency program
- whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant is otherwise qualified for assistance, see [Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking](#)

BRHP is not permitted to deny assistance to a family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program 24CFR 984.101(d)].

## Other Reasons for Termination of Assistance and Tenancy Family No Longer Requires Assistance – Zero HAP

As a family's income increases, the amount of the housing assistance payment decreases. If the family's assistance from the Program becomes zero, known as zero HAP, the family's assistance terminates automatically 180 calendar days after the last HAP payment.

The family may continue as a program participant for 180 days from the date of the zero HAP determination. During that period, the HAP contract between BRHP and the owner remains in effect. If family circumstances change during this period and the family again needs assistance, the family must notify BRHP of the change and submit an **Interim Change Packet** before the end of the 180-day period. At the end of 180 days, if the family remains at zero HAP, the HAP contract will terminate.

BRHP will provide the family and the owners at least 30 days advance notification of the proposed termination and an opportunity for the family to request an Informal Hearing if applicable.

## Oral or Written Threats Towards BRHP Personnel

BRHP will not tolerate any threats, threatening behavior, or acts of violence committed against BRHP personnel via social media, email, telephone or on BRHP property. Violations of this



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policy can lead up to termination of assistance. BRHP holds the right to investigate threats and violent misconduct documented on any BRHP social media platforms.

### Family Chooses to Terminate Assistance

The family may request that BRHP terminate housing assistance payments on behalf of the family at any time. The head of household must complete a **BRHP Withdrawal Form**.

Before terminating the family's assistance, BRHP will give the family and the owners at least 30 days advance notification of the termination.

### Termination Due to Insufficient Funding

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, BRHP will terminate HAP contracts as a last resort.

## Alternatives to Termination of Assistance

### Change in Household Composition

As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and that the family will not permit them to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon BRHP request.

### Repayment of Family Debts

If a family owes amounts to BRHP, as a condition of continued assistance, BRHP will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from BRHP of the amount owed. See [Program Administration](#) for policies on repayment agreements.

## Criteria for Deciding To Deny or Terminate Assistance

### Evidence

BRHP will use the civil "preponderance of the evidence" as the standard of proof for making all termination decisions and not the criminal standard of proof "beyond a reasonable doubt".

### Consideration of Circumstances

BRHP must consider the following facts and circumstances when making its decision to terminate assistance:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

Any relevant mitigation circumstances surrounding the case.

The effects that termination of assistance may have on other members of the family who were not involved in the action or failure to act

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or a victim of domestic violence, dating violence, sexual assault or stalking

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While BRHP will not use a record or records of arrest as the sole basis for termination, an arrest may trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, BRHP may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. BRHP may also consider

- any statements made by witnesses or the participant not included in the police report
- whether criminal charges were filed
- whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal
- any other evidence relevant to determining whether or not the participant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety or property.

In the case of drug or alcohol abuse, whether the culpable household member is participating in, has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.

- BRHP will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or other evidence of successful rehabilitation.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not the family signed a false certification.

#### Use of Criminal Conviction Records after Admission [24 CFR 5.903]

The regulation at 24 CFR 5.903 governs a PHA's access to and use of criminal conviction records obtained from a "law enforcement agency" such as the National Crime Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction

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records. While the regulatory listing of permitted uses for these records includes PHA screening of applicants for admission to the HCV program, it specifically excludes the use of records for lease enforcement and eviction of HCV participants and excludes by omission a PHA's use of records to terminate assistance for participants. While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose. The limitations, however, do not apply to criminal conviction information searches from non-federal sources (i.e., sources other than the "law enforcement agencies" defined in 24 CFR 5.902(b)). There is no prohibition that bars a PHA from using non-federal sources to conduct criminal background checks of program participants.

### Reasonable Accommodation

If a family indicates that the behavior of a family member with a disability is the reason for a proposed denial or termination of assistance, BRHP will determine if the behavior is due to the disability. If so, upon the family's request, BRHP will determine whether alternative measures are appropriate as a reasonable accommodation. BRHP will only consider accommodations that will address the behavior that is the basis of the proposed denial or termination of assistance.

## Termination Notice

When BRHP terminates a family's assistance, BRHP will give both the family and the owner a 30-day written notice of termination. If appropriate, BRHP will advise the owner of their right to offer the family a separate, unassisted lease.

The family's notice will include:

- reason(s) for the termination including the grounds for the termination and a brief summary of the facts upon which BRHP's decision relies
- effective date of the termination
- family's right to request an Informal Hearing
- family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date

### Required Notices at Denial or Termination

At the time BRHP terminates a family's assistance, VAWA requires BRHP to include with its termination notice:

- Notice of Occupancy Rights Under VAWA form HUD-5380
- Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Documentation form HUD-5382

- BRHP will request in writing that an applicant wishing to claim protection under VAWA notify BRHP within 14 business days.

If a criminal record is the basis of a family's termination, BRHP must provide a copy of the record to the subject of the record and the tenant so that they have an opportunity to dispute the accuracy and relevance of the record. The family must be given a minimum of 15 days to dispute the accuracy and relevance of the records and allow the family to provide evidence of mitigating circumstances.

If immigration status is the basis of a family's termination, BRHP will comply with the provisions found in 24 CFR 5.514(d) *Notice of denial or termination of assistance*.

## Method of Termination

Termination of assistance for a participant may include any or all of the following:

terminating housing assistance payments under a current HAP contract

refusing to enter into a new HAP contract or approve a lease

refusing to process a request for or to provide assistance under portability procedures

## Grounds for Owner Termination of Tenancy

### Serious or Repeated Lease Violations

The owner may terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking and the victim is protected from eviction by the Violence against Women Act of 2013.

Serious and repeated lease violations may include, but not be limited to, consistent late or nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity.

BRHP's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

### Violation of Federal, State, or Local Law

The owner may terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

### Criminal Activity or Alcohol Abuse

The owner may terminate tenancy and evict a family by judicial action during the term of the lease if any member of the household, a guest, or another person under the tenant's control commits

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any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the residence or premises by other residents, or persons residing in the immediate vicinity of the premises including property management staff residing on the premises

- Immediate vicinity means within a three-block radius of the premises

any violent criminal activity or drug-related criminal activity on or near the premises

However, in the case of criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, if the tenant or an affiliated individual is the victim, the criminal activity might not be cause for terminating the victim's tenancy.

The owner may terminate tenancy during the term of the lease if any member of the household is

fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or

violating a condition of probation or parole imposed under federal or state law

The owner may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

## Other Good Cause

During the initial lease term, 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.

During the initial lease term or during any extension term, other good cause includes:

- disturbance of neighbors
- destruction of property
- living or housekeeping habits that cause damage to the unit or premises

Unless the owner decides not to renew the lease after the initial lease term, other good cause for termination of tenancy by the owner includes:

- failure by the family to accept the offer of a new lease or revision
- the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit
- a business or economic reason for termination of the tenancy such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

If a property is subject to foreclosure, during the term of the lease, the new owner of the property does not have good cause to terminate the tenant's lease, unless the new owner will occupy the unit as their primary residence and has provided the tenant with at least a 90-day notice. In that case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. See Section 13-II.G for a discussion of PHA policies relating to units in foreclosure.

## Eviction

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the owner must give notice before commencement of the eviction action.

The owner may only evict the tenant from the unit by a court action.

The owner must give BRHP a copy of any eviction notice at the same time the owner notifies the family.

The family is also required to give BRHP a copy of any eviction notice.

The owner must also give BRHP a copy of any Judgment of Possession and Warrant of Restitution within 5-calendar day of the order being signed.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner's decision to terminate tenancy for incidents related to domestic violence, dating violence, sexual assault or stalking is limited by the Violence against Women Act of 2013 (VAWA) and the conforming regulations in 24 CFR Part 5, Subpart L.

## Termination of Owner

See [Owner-Caused Error or Program Abuse](#) and [Owner Breach of HAP Contract](#).

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# 18. INFORMAL REVIEWS AND HEARINGS

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Both applicants and participants have the right to disagree with, and appeal, certain BRHP decisions that may adversely affect them.

The process for applicant appeals is the Informal Review. For a participant or an applicant denied admission because of citizenship issues, the appeal process is the Informal Hearing. An Informal Review and an Informal Hearing may be conducted remotely. If the meeting will be conducted remotely, the family will be informed and BRHP will ensure the family will have access to the virtual platform. If any individual has any technological or accessibility barriers preventing them from fully accessing the remote appointment, the family may inform BRHP and will be allowed to participate in an in-person Informal Hearing or Review as appropriate.

## Informal Review for Applicants

An Informal Review is for a program applicant. An applicant becomes a participant on the effective date of the first HAP contract executed by BRHP for the family.

### Decisions Eligible for Informal Review

BRHP must give an applicant the opportunity for an Informal Review of a decision denying assistance. Denial of assistance may include any or all of the following:

- denying listing on BRHP wait list
- denying or withdrawing a voucher
- refusing to enter into a HAP contract or approve a lease
- refusing to process or provide assistance under portability procedures

While the regulations state that the PHA must prohibit admission for certain types of criminal activity and give the PHA the option to deny for other types of previous criminal history, more recent HUD rules and OGC guidance must also be taken into consideration when determining whether a particular individual's criminal history merits denial of admission.

When considering any denial of admission, PHAs may not use arrest records as the basis for the denial. Further, HUD does not require the adoption of "One Strike" policies and reminds PHAs of their obligation to safeguard the due process rights of applicants and tenants [Notice PIH 2015-19].

HUD's Office of General Counsel issued a memo on April 4, 2016, regarding the application of Fair Housing Act standards to the use of criminal records. This memo states that a PHA violates

the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention to discriminate. Where a policy or practice that restricts admission based on criminal history has a disparate impact on a particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16].

PHAs who impose blanket prohibitions on any person with any conviction record, no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then will be unable to show that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. Even a PHA with a more tailored policy or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary. To do this, the PHA must show that its policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and property and criminal conduct that does not.

## Decisions Not Eligible for Informal Review

There is no Informal Review for the following reasons:

- denial of a voucher extension or suspension
- a decision that the unit does not meet NSPIRE Standards
- a decision that the unit does not meet NSPIRE Standards due to family size or composition
- a decision about the family unit size under BRHP's subsidy standards
- BRHP's decision not to approve a unit or lease
- the utility allowance schedule
- any BRHP administrative practice
- a general policy issue or class grievance

## Notice to the Applicant

BRHP will give an applicant prompt written notice of the Program's decision to deny assistance. The notice will contain a brief statement of the reasons for BRHP's decision. It will state that the applicant may request an Informal Review of the decision and describe how to obtain the Informal Review.

## Requesting an Informal Review

The applicant must submit an **Informal Review Request** within 14 calendar days of the date of the written notice.

The **Informal Review Request** form is enclosed with the notice of denial.



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The applicant must mail, email, fax, or bring the request to the Baltimore Regional Housing Partnership, 100 North Charles Street, Plaza Level, Baltimore, MD, 21201. Client service center hours are Monday through Friday 9:00 am to 4:00 pm.

If BRHP does not receive the Informal Review Request within 14 calendar days, the decision will be final.

BRHP will schedule and send written notice of the Informal Review within 10 business days of the family's request.

### Rescheduling an Informal Review

The family may request to reschedule a review for good cause, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is an unavoidable conflict that seriously affects the health, safety, or welfare of the family.

BRHP must receive a written request to reschedule prior to the review date.

BRHP may request documentation of the "good cause" prior to rescheduling the review.

BRHP will reschedule the review only if the family can show good cause for a failure to appear.

### Attendance at Informal Review

If the applicant does not come to the Informal Review, the decision will be final.

If the applicant is more than 15 minutes late for the scheduled review time, the decision will be final and the Program will not grant another review.

### Informal Review Process

BRHP chooses the review officer. It may be anyone except the person who made the original decision or anyone who works for that person.

You may bring a lawyer at your own expense, or other representative, who may be a family member. Let BRHP know before the review if you will bring a representative.

Before the review, BRHP will provide you with copies of any related documents. BRHP may not rely on any documents unless they were available to you before the review.

At the review, you will have the chance to question any witness, present evidence, and give testimony. You may bring your own documents and witnesses.

The review officer will base the final decision only on the evidence given at the review.

BRHP will give prompt written notice of the review officer's final decision that will state the reason for the decision. The notice must state the grounds for the decision and findings of fact that support it.

## Informal Hearing for Participants

A participant is a person who BRHP has admitted to the program and whom BRHP currently assists. The purpose of the Informal Hearing is to consider whether BRHP's decisions related to the family's circumstances are in accordance with the law, HUD regulations, and BRHP policies.

BRHP will not terminate a family's assistance until the time allowed for the family to request an Informal Hearing has elapsed, and any requested hearing is complete.

### Decisions Eligible for Informal Hearing

BRHP must give a participant family an opportunity for an Informal Hearing of the following:

- a determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- a determination of the appropriate utility allowance (if any) for tenant-paid utilities from BRHP utility allowance schedule
- a determination of the family unit size under BRHP's subsidy standards
- a determination to terminate assistance for a participant family because of the family's actions or failure to act
- a determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under BRHP policy and HUD rules

### Decisions Not Eligible for Informal Hearing

There is no Informal Hearing for the following reasons:

- denial of a voucher extension or suspension
- a decision that the unit does not meet NSPIRE Standards
- a decision that the unit does not meet NSPIRE Standards due to family size or composition
- BRHP's decision not to approve a unit or lease
- the utility allowance schedule
- any BRHP administrative practice
- a general policy issue or class grievance
- BRHP's decision about an owner under a HAP contract

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## Notice to the Participant

BRHP must notify the family that they may ask for an explanation of the basis of the determination, and that they may request an Informal Hearing if they do not agree with the decision related to the following:

- annual or adjusted income
- determination of the appropriate utility allowance
- determination of the family unit size

BRHP must notify the family that they may request an Informal Hearing if they do not agree with the decision related to the following:

- termination of the family's assistance
- denial of a family's request for an exception to BRHP's subsidy standards

The termination notice must contain

- a brief statement of the reasons for the decision, a brief summary of the facts on which it is based, and the regulatory reference
- the date the proposed action will take place
- a statement that if the family does not agree with the decision the family may request an Informal Hearing of the decision
- a deadline for the family to request the Informal Hearing

## Requesting an Informal Hearing

The applicant must submit an **Informal Hearing Request** within 14 calendar days of the date of the written notice.

The **Informal Hearing Request** form is enclosed with the notice of denial.

The applicant must mail, email, fax, or bring the request to the Baltimore Regional Housing Partnership, 100 N Charles Street, 2<sup>nd</sup> Floor, Baltimore, MD, 21201. Client service center hours are Monday through Friday, 9:00 am to 4:00 pm.

If BRHP does not receive the Informal Hearing Request within 14 calendar days, the decision will be final.

BRHP will schedule and send written notice of the Informal Hearing to the family within 10 business days of the family's request.

## Rescheduling an Informal Hearing

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is an unavoidable conflict that seriously affects the health, safety, or welfare of the family.

BRHP must receive a written request to reschedule prior to the hearing date.

BRHP may request documentation of the “good cause” prior to rescheduling the hearing.

BRHP will reschedule the hearing only if the family can show good cause for a failure to appear.

### Attendance at Informal Hearing

If the family does not come to the Informal Hearing, the decision will be final.

If the family is more than 15 minutes late for the scheduled hearing time, the decision will be final and the Program will not grant another hearing.

A hearing officer and the following persons may attend a hearing:

- BRHP representative(s) and any witnesses for BRHP
- the participant and any witnesses for the participant
- the participant’s counsel or other representative
- any other person approved by BRHP as a reasonable accommodation for a person with a disability

### Informal Hearing Process

BRHP chooses the hearing officer. It may be anyone except the person who made the original decision or anyone who works for that person.

You may bring a lawyer at your own expense, or other representative, who may be a family member. Let BRHP know before the hearing if you will bring a representative.

Before the hearing, BRHP will provide you with copies of any related documents. BRHP may not rely on any documents unless they were available to you before the hearing.

At the hearing, you will have the chance to question any witness, present evidence, and give testimony. You may bring your own documents and witnesses.

The hearing officer will base the final decision only on the evidence given at the hearing.

BRHP will give prompt written notice of the hearing officer’s final decision that will state the reason for the decision. The notice must state the grounds for the decision and findings of fact that support it.

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## Evidence

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

## Conduct at a Hearing

The hearing officer is responsible to manage the order of business and to ensure that the hearing proceeds in a professional and businesslike manner. Attendees must comply with all hearing procedures established by the hearing officer and guidelines for conduct. The hearing officer, at their discretion, will excuse from the hearing any person demonstrating disruptive, abusive, or otherwise inappropriate behavior.

## Rehearing or Further Hearing Required

The hearing officer, at their discretion, may ask the family for additional information or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, BRHP's original decision will take effect and BRHP will not grant another hearing.

## Hearing Officer's Decision

The Hearing Officer must issue a written decision stating briefly the reasons for the decision. The Hearing Officer will base factual determinations relating to the individual circumstances of the family on a preponderance of evidence presented at the hearing.

The hearing officer will issue a written decision to the family and BRHP no later than 10 business days after the hearing.

BRHP will mail a Notice of Hearing Decision to the participant by first-class mail. BRHP will keep a copy of the Notice of Hearing Decision in the family's file.

## Authority to Overrule Final Decision

BRHP has the authority to determine that it is not bound by the decision of the hearing officer because BRHP was not required to provide a hearing, the decision exceeded the authority of the hearing officer, the decision conflicted with or contradicted HUD regulations, requirements, or the decision was otherwise contrary to federal, state, or local laws.

In such a case, BRHP will mail a Notice of Final Decision to the participant by first-class mail. BRHP will keep a copy of both the Notice of Final Decision and the Notice of Hearing Decision in the family's file.

## Informal Hearing for Noncitizens

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. An applicant denied assistance due to immigration status is entitled to an Informal Hearing.

Assistance to a family may not be delayed, denied, or terminated based on immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while a BRHP hearing is pending, but assistance to an applicant may be delayed pending the completion of the Informal Hearing. For more information, see 24 CFR 5.514.

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# 19. OWNERS

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Owners play a major role in the HCV program by supplying decent, safe, and sanitary housing for participating families.

The term “owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program. The term “owner” includes a principal or other interested party, such as a designated agent of the owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations.

## Owner Responsibilities

The basic owner responsibilities in the HCV program are as follows:

- complying with all of the owner’s obligations under HAP contract and the lease
- requesting in writing a change in the rent to owner at least 120 days before any change can go into effect
  - The requested amount of the rent to owner may not exceed the reasonable rent for the unit as most recently determined by BRHP in accordance with HUD requirements.
- performing all management and rental functions for the assisted unit, including:
  - selecting a voucher-holder to lease the unit
  - deciding if the family is suitable for tenancy of the unit
  - maintaining the unit in accordance with the Housing Quality Standards, including performance of ordinary and extraordinary maintenance
- complying with equal opportunity requirements
- preparing and furnishing to BRHP information required under the HAP contract
- collecting the security deposit, the tenant rent, and any charges for unit damage by the family
- enforcing tenant obligations under the lease
- paying for utilities and services that are not the responsibility of the family as specified in the lease
- allowing reasonable modifications to a unit for a disabled person, for more information, see 24 CFR 100.203
- complying with the Violence against Women Reauthorization Act of 2013 (VAWA) when screening prospective HCV tenants or terminating the tenancy of an HCV family

- Accepting Housing Assistance Payments using direct deposit. BRHP will not issue payment in any other form.

## Owner Qualifications

BRHP does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where BRHP may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program.

### Owners Barred from Participation

BRHP must not approve the assisted tenancy the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct BRHP not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

### Leasing to Relatives

BRHP must not approve a tenancy if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. BRHP may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit.

### Conflict of Interest Form HUD-52641, Section 13]

BRHP must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

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

Such “covered individual” may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or for one year thereafter.



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HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. BRHP must submit a waiver request to the appropriate HUD Field Office for determination.

Where BRHP has requested a conflict of interest waiver, BRHP may not execute the HAP contract until HUD has made a decision on the waiver request.

In considering whether to request a conflict of interest waiver from HUD, BRHP will consider certain factors such as

- consistency of the waiver with state and local laws
- existence of alternative housing available to families
- individual circumstances of a particular family
- specific duties of individuals whose positions present a possible conflict of interest
- nature of any financial investment in the property and plans for disclosure or divestiture
- possible appearance of impropriety

## Owner Actions that May Result in Disapproval of a Tenancy Request

BRHP will refuse to approve a request for tenancy if BRHP becomes aware that any of the following are true:

- the owner has violated obligations under a HAP contract under Section 8 of the 1937 Act
- the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- the owner has engaged in any drug-related criminal activity or any violent criminal activity
- the owner has a history or practice of non-compliance with the HQS or NSPIRE standards for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program
- 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 engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that
  - (i) threatens the right to peaceful enjoyment of the premises by other residents
  - (ii) threatens the health or safety of other residents, of employees of BRHP, or of owner employees or other persons engaged in management of the housing
  - (iii) 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

- (iv) is drug-related criminal activity or violent criminal activity
- the owner has a history or practice of renting units that fail to meet state or local housing codes
- the owner has not paid state or local real estate taxes, fines, or assessment

## Legal Ownership of Unit

BRHP will only enter into a contractual relationship with the legal owner of a qualified unit. BRHP will not approve tenancy without acceptable documentation of legal ownership such as a deed of trust, Official Settlement Sheet (with signatures, dollar amounts may be struck out), or proof of property taxes for most recent year.

## Non-Discrimination

The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, or marital status in connection with any actions or responsibilities under the HCV program and the HAP contract with BRHP.

The owner must cooperate with BRHP and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with BRHP.

See [Fair Housing and Equal Opportunity](#) for a more information regarding fair housing and equal opportunity requirements in the HCV program.

## Housing Assistance Payments Contract

The HAP contract represents a written agreement between BRHP and the owner of the unit occupied by a HCV assisted family. The contract spells out the owner's responsibilities under the program, as well as BRHP's obligations. Under the HAP contract, BRHP agrees to make housing assistance payments to the owner on behalf of the family approved to occupy the unit.

HUD requires the use of the HAP contract Form HUD-52641. Part B is the body of the contract. It describes in detail program requirements affecting the owner and owner roles and responsibilities under the HCV program.

## HAP Contract Term

The term of the HAP contract runs concurrently with the term of the lease, beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

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## Termination of HAP Contract and Payments to Owner

BRHP must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated.

The HAP contract and the housing assistance payments made to the owner under the HAP contract terminate when

- the family terminates the tenancy in accordance with the lease
- the owner terminates the tenancy in accordance with the lease
  - Until the owner has obtained a court judgment or other process allowing the owner to evict the tenant, BRHP must continue to make housing assistance payments to the owner in accordance with the HAP contract if the family continues to reside in the unit.
- the lease expires
- the family moves out of the unit
  - BRHP may not make any housing assistance payment to the owner for any month after the month when the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.
- the family is absent from the unit for longer than the maximum period permitted by BRHP
- BRHP terminates assistance for the family
- BRHP terminates the HAP contract:
  - Available program funding is not sufficient to support continued assistance for families in the program.
  - The unit does not meet NSPIRE size requirements due to change in family composition,
  - The unit does not meet NSPIRE standards, see [Housing and Inspection Standards](#).
  - The family breaks up, see [Family Break Up and Remaining Member of Tenant Family](#).
  - The owner breaches the HAP contract.
- the Annual Contributions Contract (ACC) between BRHP and HUD expires

A HAP Contract automatically expires when 180 calendar days have elapsed since BRHP made the last housing assistance payment to the owner.

## Notification of HAP Contract and Payment Termination

BRHP must give the owner and the family written notice. The notice must specify the effective date of the termination. Once BRHP terminates a HAP contract, the Program may make no further HAP payments under that contract.

The HAP contract terminates at the end of the calendar month that follows the calendar month in which BRHP gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period, and must return to BRHP any housing assistance payment received after this period.

## Owner Breach of HAP Contract

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

BRHP rights and remedies against the owner under the HAP contract include recovery of any HAP overpayment, suspension of housing assistance payments, abatement, or reduction of the housing assistance payment, termination of the payment or termination of the HAP contract. BRHP may also obtain additional relief by judicial order or action.

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

## Change in Ownership and Assignment of the HAP Contract

An owner must request and receive written consent from BRHP to assign a HAP contract to a new owner.

BRHP must receive a signed, written request from the existing owner stating the name of the new owner and the anticipated effective date new ownership.

The new owner must be qualified to become an owner under the HCV program according to HUD federal regulations and BRHP policies.

The new owner must provide a written certification to BRHP that includes:

- a copy of the escrow statement or other document showing the transfer of title and recorded deed
- the effective date of the HAP contract assignment
- a written agreement to comply with the terms of the HAP contract
- a certification that the new owner is not a prohibited relative

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The new owner must complete and submit:

- IRS Form W-9, Request for Taxpayer Identification Number and Certification
- a **Property Contact Form**
- **Authorization for Direct Deposit Form**
- submit a copy of agent/owner agreement for units under management, if applicable
- Baltimore County, Howard County, and City of Annapolis Only: Submit a current copy of the Rental License

If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, BRHP will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, BRHP will process the leasing in accordance with the policies in [Leasing](#).

Within 10 business days of receiving the required documentation, BRHP will inform the current owner in writing whether the assignment may take place.

## Foreclosure

Families receiving HCV assistance are entitled to certain protections set forth under the Protecting Tenants at Foreclosure Act (PTFA). During the term of the lease, the new owner of the property does not have good cause to terminate the tenant's lease, unless the new owner will occupy the unit as their primary residence and has provided the tenant with at least a 90-day notice. In that case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. Further, the new owner assumes interest in the lease between the prior owner and the tenant and to the HAP contract.

Any state or local law that provides longer time periods or other additional protections for tenants also applies.

If a property is in foreclosure, BRHP will make all reasonable efforts to determine the status of the foreclosure and ownership of the property and will continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract.

BRHP will attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. This will include a request for owner information, including a tax identification number and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.

BRHP will inform the tenant that they must continue to pay rent in accordance with the lease, and if the new owner refuses to accept payment or cannot be identified, the tenant should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.

In the event that the BRHP is unable to make HAP payments to the new owner due to an action or inaction by the new owner that prevents such payments (e.g., rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the new owner, BRHP will either use the funds to pay:

The utilities that are the owner's responsibility after taking reasonable steps to notify the owner; except that if the unit has been or will be rendered uninhabitable due to termination or threat of termination of service, prior notice is not required. In the latter case, the BRHP shall notify the owner within a reasonable time after making the utility payment; or

For the family's reasonable moving costs, including security deposit costs.

BRHP will also refer the tenant, as needed, to the local legal aid office in order to ensure adequate protection of the tenant's rights and enforcement of the successor in interest's performance under the HAP contract.

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## 20. PROGRAM INTEGRITY

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BRHP is committed to ensuring that program participants, property owners, and staff use the Program's subsidy funds in accordance with HUD requirements.

### Preventing Errors and Program Abuse

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

To ensure that BRHP administers its HCV program according to the highest ethical and legal standards, BRHP will

- use the HUD required Enterprise Income Verification (EIV) system in its entirety to prevent errors and detect program abuse
- discuss program compliance and integrity issues during the voucher briefing
- provide each applicant and participant with a copy of "***Is Fraud Worth It?***" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse
- provide each applicant and participant with a copy of "***What You Should Know about EIV***", a guide to the Enterprise Income Verification (EIV) system published by HUD  
In addition, BRHP will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file
- place a warning statement about the penalties for fraud on key BRHP forms and form letters that request information from a family or owner
- require BRHP staff to review and explain the contents of all HUD- and BRHP-required forms prior to requesting family member signatures
- explain any changes in HUD regulations or BRHP policy that affect program participants  
Voucher Briefing, Movers workshop or on our website
- provide each BRHP employee with the necessary training on program rules and the organization's standards of conduct and ethics

### Detecting Errors and Program Abuse

#### Quality Control and Analysis of Data

BRHP routinely will use HUD and other non-HUD sources of up-front income verification. This includes The Work Number and any other private or public databases available to BRHP.

At each reexamination, BRHP will compare current information provided by the family to information provided at the last reexamination to identify inconsistencies and incomplete information.

BRHP will compare family-reported income and expenditures to detect possible unreported income.

### Independent Audits and HUD Monitoring

BRHP will use the results reported in any required independent audit (IPA) of the Program, or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of BRHP's error detection and abuse prevention efforts.

### Individual Reporting of Possible Errors and Program Abuse

BRHP will encourage staff, program participants, and the public to report possible program abuse.

## Investigating Errors and Program Abuse

### When BRHP Will Investigate

BRHP will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for BRHP to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

BRHP will investigate inconsistent or contradictory information detected through the verification process or a file review.

### Consent to Release of Information

BRHP may investigate possible instances of error or abuse using all available PHA and public records. If necessary, BRHP will require HCV families to sign consent forms for the release of additional information. BRHP must deny admission to the program for an applicant, or terminate program assistance for a participant, if any member of the family fails to sign and submit consent forms for obtaining information.

### Analysis and Findings

BRHP will base its evaluation on a preponderance of the evidence collected during its investigation. For each investigation, BRHP will determine

- whether an error or program abuse has occurred
- whether any amount of money is owed BRHP
- what corrective measures or penalties will be assessed



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## Consideration of Remedies

In the case of family-caused errors or program abuse, BRHP will take into consideration

- the seriousness of the offense and the extent of participation or culpability of individual family members
- any special circumstances surrounding the case
- any mitigating circumstances related to the disability of a family member
- the effects of a particular remedy on family members who were not involved in the offense

In the case of owner-caused errors or program abuse, BRHP will take into consideration

- the seriousness of the offense
- the length of time since the violation has occurred
- the effects of a particular remedy on family members who were not involved in the offense

## Notice and Appeals

BRHP will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include:

- a description of the error or program abuse
- the basis on which BRHP determined the error or program abuses
- the remedies to be employed
- the family's right to appeal the results through the Informal Review or hearing process, if applicable, see [Informal Reviews and Hearings](#)

## Corrective Measures and Penalties

### Subsidy Underpayment or Overpayment

A subsidy underpayment or overpayment includes an incorrect

- housing assistance payment to the owner
- family share established for the family
- utility reimbursement to a family

### Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, BRHP must promptly correct the HAP, family share, and any utility reimbursement.

Increases in the family share are effective on the first of the month following a written 30-day notice.

Any decreases in family share will become effective the first of the month following the discovery of the error.

## Family-Caused Errors and Program Abuse

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows BRHP to use incorrect information provided by a third party.

### Family Reimbursement to BRHP

In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. BRHP may, but is not required to, offer the family a repayment agreement. If the family fails to repay the excess subsidy, BRHP will terminate the family's assistance.

BRHP will not reimburse the family for any underpayment of assistance when the family clearly causes the underpayment.

### Prohibited Actions

An applicant or participant in the HCV program must not knowingly

- make a false statement to BRHP
- commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

BRHP considers any of the following evidence of family program abuse:

- using a false name or the use of falsified, forged, or altered documents
- intentional misreporting of family information or circumstances like income or family composition
- omitting facts that were obviously known by a family member, for example not reporting employment income
- paying the owner in excess of amounts authorized by BRHP for rent, security deposit, and additional services – side agreements or side deals
- offering bribes or illegal gratuities to BRHP Board of Directors, employees, contractors, or other BRHP representatives
- offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to BRHP on the family's behalf
- admitting program abuse by an adult family member

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BRHP may determine other actions to be program abuse based upon a preponderance of evidence.

## Penalties for Program Abuse

BRHP may impose any of the following remedies when a family causes program abuse:

- BRHP may require the family to repay excess subsidy amounts paid by BRHP.
- BRHP may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit.
- BRHP may deny or terminate the family's assistance.
- BRHP may refer the family for state or federal criminal prosecution.

## Owner-Caused Error or Program Abuse

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit like the number of bedrooms or which utilities the family pays. It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

### Owner Reimbursement to BRHP

In all cases of overpayment of subsidy caused by the owner, the owner must repay to BRHP any excess subsidy received. BRHP may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, BRHP may allow the owner to pay in installments over a specified time.

### Prohibited Owner Actions

An owner participating in the HCV program must not

- make any false statement to BRHP
- commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

BRHP considers any of the following evidence of owner program abuse:

- charging the family rent above or below the amount specified by BRHP
- charging a security deposit other than that specified in the family's lease
- Charging the family for services that are provided to unassisted tenants at no extra charge
- knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
- knowingly accepting incorrect or excess housing assistance payments

- offering bribes or illegal gratuities to BRHP Board of Directors, employees, contractors, or other BRHP representatives
- offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to BRHP
- residing in the unit with an assisted family

## Remedies and Penalties

When BRHP determines that the owner has committed program abuse, BRHP may take any of the following actions:

- require the owner to repay excess housing assistance payments
- terminate the HAP contract
- bar the owner from future participation in BRHP's program
- refer the case to state or federal officials for criminal prosecution

## BRHP-Caused Errors or Program Abuse

BRHP-caused incorrect subsidy determinations include:

- failing to correctly apply HCV rules regarding family composition, income, assets, and expenses
- assigning the incorrect voucher size to a family
- making errors in calculation

## Repayment to BRHP

Neither a family nor an owner is required to repay an overpayment of subsidy if BRHP staff causes the error or program abuse.

## BRHP Reimbursement to Family or Owner

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

## Prohibited Activities

BRHP considers any of the following evidence of BRHP staff program abuse:

- failing to comply with any HCV program requirements for personal gain
- failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner
- seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to BRHP

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- disclosing confidential or proprietary information to outside parties
  - gaining profit as a result of insider knowledge of BRHP activities, policies, or practices
  - misappropriating or misusing HCV funds
  - destroying, concealing, removing, or inappropriately using any records related to the HCV program
- committing any other corrupt or criminal act in connection with any federal housing program

## Criminal Prosecution

When BRHP determines that program abuse by an owner, family, or BRHP staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, BRHP may refer the matter to the appropriate entity for prosecution.

When the amount of overpaid assistance meets or exceeds the federal threshold, BRHP will refer the case to the HUD Office of Inspector General (OIG).

BRHP will refer other criminal violations related to the HCV program to the appropriate local, state, or federal entity.

## 21. HOMEOWNERSHIP

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BRHP is not taking any new applicants under the Homeowner Demonstration Project or Remedial Homeownership Voucher Program.

### Homeownership Demonstration Project

*The Thompson Partial Consent Decree* directed the implementation of a Homeownership Demonstration Program (HDP) if the Program is practicable, lawful, feasible, and affordable. *The Thompson v. HUD Settlement Agreement* capped the number of homeownership units at 55 vouchers, which HABC must provide from its regular voucher funds. The settlement also stipulates that the homeownership units must be in an opportunity area as identified in the Partial Consent Decree.

Under HABC's MTW plan, BRHP operates two HUD approved HDP's:

1. Direct Homeownership Second Mortgage Program
2. Section 8 Direct Homeownership Second Mortgage Program

BRHP must offer a reasonable accommodation if needed so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of BRHP to determine whether it is reasonable offer a reasonable accommodation. BRHP must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. BRHP may determine that it is not reasonable to offer a reasonable accommodation in cases where BRHP has otherwise opted not to implement a homeownership program.

BRHP must approve a Live-in Aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

BRHP reserves the right to make changes to the HDP. Approved changes will be amendments to this Administrative Plan.

### Direct Purchase Second Mortgage Program

To qualify for the Direct Purchase Second Mortgage Program, a homebuyer must have a minimum annual income of \$18,000.

Participants do not receive a Section 8 homeownership voucher.

- If a family is determined to have financial need for voucher assistance, the family will participate in the Section 8 Direct Homeownership Second Mortgage Program.

This Program offers homebuyers a soft second mortgage with funds available through HOPE VI.

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Participants in the Direct Purchase Second Mortgage Program who experience hardship paying their mortgage due to serious illness, disability, long-term unemployment or other hardships that jeopardize housing stability or may lead to foreclosure may enroll into the Section 8 Direct Homeownership Second Mortgage Program.

- The Participant must meet with the BRHP Homeownership Counselor; agree to develop a plan to correct the current conditions and meet all Section 8 Direct Homeownership Second Mortgage Program requirements, excluding the requirement to be a first time homebuyer.

## Section 8 Direct Homeownership Second Mortgage Program

The Section 8 Direct Homeownership Second Mortgage Program allows very low-income residents to achieve homeownership using a Section 8 homeownership voucher and a HOPE VI funded soft second mortgage. The average second mortgage is \$80,000.

To qualify for this Program, the adult members of a non-disabled family who will own the home must collectively meet a minimum non-welfare annual income requirement that is not less than the Federal minimum hourly wage multiplied by 2,000 hours.

In addition to meeting the income requirement, one or more adult members of the family who will own the home must be employed on a full-time basis, that is an average of 30 hours per week, and have been continuously employed for the year prior to the beginning of homeownership assistance.

For a family whose head, spouse or sole member is a person with disabilities, the adult members who will own the home must have an annual income that is not less than the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by 12.

## Remedial Homeownership Voucher Program

Under the *Thompson v. HUD Settlement Agreement*, and pursuant to the terms of the contract with HABC, BRHP has the authority to administer PCD-Leased and Remedial Vouchers as homeownership vouchers. BRHP may designate up to 5 percent of the annual allocation of vouchers, both PCD Leased and Remedial, for the Remedial Homeownership Voucher program.

Remedial Homeownership Vouchers are not included in the 55 homeownership vouchers under the Homeownership Demonstration Project.

The Remedial Homeownership Voucher program uses a homeownership voucher to assist those who qualify for a mortgage but have very low or extremely low income. BRHP pays a

monthly housing assistance payment on behalf of the family. Additionally, the family will have a first mortgage and may have a second mortgage.

#### Additional Remedial Homeownership Voucher Program Requirements

All homeownership units must be located in opportunity areas.

Project based units that are a part of a lease purchase program may be approved.

Adjustable rate mortgages are prohibited.

Balloon loans are prohibited.

- For participants in the Direct Purchase Second Mortgage Program, the second mortgage loan will not be considered a balloon loan for the purposes of this section.

## Financing

BRHP may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt.

BRHP may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms.

Homeowners participating in the Direct Purchase Second Mortgage Program will receive a second mortgage with funds available through HOPE VI.

Homeowners participating in the Section 8 Direct Homeownership Second Mortgage Program will have two mortgages:

1. The first mortgage is based upon the homebuyer's income and the HUD Housing Choice Voucher Payment Standard less qualified expenses.
2. The second mortgage is funded from HOPE VI.

The Program calculates the amount needed for a second mortgage by subtracting all the acquisition costs, including closing costs and home warranty, from the amount of the first mortgage for which the homebuyer qualifies.

The second mortgage is subject to loan forgiveness as defined in the second mortgage loan documents. Loan forgiveness reduces the first \$20,000 of the loan by 20% each year from year 6 to year 10 until reaching the maximum reduction of \$20,000.

- For example, a homeowner with an initial second mortgage of \$80,000 will have a remaining balance of \$60,000 at the end year 10.

This remaining balance will continue as the mortgage during the term of ownership.



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However, no interest or principal payments will be required as long as the family resides in the home or until the family refinances the first mortgage.

In the event of refinancing, payment is due on the second mortgage to the extent of equity withdrawal and the HOPE VI mortgage must remain in second position.

The home must remain as the primary residence of the homeowner.

If the family leases or sells the home, the remaining balance is due and payable to BRHP.

Homeowners participating in the Remedial Homeownership Voucher Program may have one mortgage or two mortgages.

If one mortgage, the participant will apply for a loan from a lender who will either count the HAP as income or count the HAP as an additional mortgage payment.

If two mortgages, the participant qualifies for a first mortgage based upon the borrower's income and standard lending and underwriting requirements and then qualifies for a second mortgage, using the HAP as the resource for the monthly payments.

## Homeownership Counseling

BRHP may offer additional, or ongoing, counseling after a family begins homeownership assistance. BRHP shall have discretion to determine whether the family is required to participate in the ongoing counseling.

## Continued Assistance Requirements: Family Obligations

BRHP may only pay homeownership assistance while the family is residing in the home.

If the family moves out of the home, BRHP may not continue homeownership assistance after the month when the family moves out.

- The family or lender is not required to refund to BRHP the homeownership assistance for the month when the family moves out.

Before the beginning of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).

The family must supply information to BRHP or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by BRHP or HUD concerning mortgage financing or refinancing, sale, or transfer of any interest in the home, or homeownership expenses.

The family must notify BRHP before moving out of the home.

The family must notify BRHP if the family defaults on the mortgage used to purchase the home.

No family member may have any ownership interest in any other residential property.

The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

## Denial or Termination of Assistance

At any time, BRHP may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 Grounds for denial or termination of assistance or 24 CFR 982.553 Crime by family members.

BRHP may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with BRHP policy.

BRHP must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage, whether FHA insured or non-FHA, securing debt incurred to purchase the home, or any refinancing of such debt. However, BRHP in its discretion may permit the family to move to a new unit with continued voucher rental assistance, but will deny such permission, if the family

defaults on an FHA-insured mortgage; **and**

fails to demonstrate that the family

- has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; **and**
- has moved, or will move, from the home within the period established or approved by HUD

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## Maximum Term of Homeowner Assistance

Except in the case of a family that qualifies as an elderly or disabled family, other family members shall not receive homeownership assistance for more than

15 years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or

10 years, in all other cases

The maximum term described above applies to any member of the family who

has an ownership interest in the unit during the time that homeownership payments are made; or

is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable provided the family is otherwise eligible to receive homeownership assistance.

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

## Homeownership Assistance Payments and Homeownership Expenses

The monthly homeownership assistance payment is the lower of the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, BRHP will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described elsewhere in this plan for the Housing Choice Voucher program. The payment standard for a family is the greater of the payment standard

as determined at the commencement of homeownership assistance for occupancy of the home, or

at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home

Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD [form HUD-52649]. In the statement, the family agrees to comply with all family obligations under the homeownership option.

Homeownership expenses only include amounts allowed by BRHP to cover

principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home

real estate taxes and public assessments on the home

home insurance

BRHP allowance, if any, for maintenance expenses

BRHP allowance, if any, for costs of major repairs and replacements

BRHP utility allowance for the home

principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home

- If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if BRHP determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person

land lease payments where a family does not own fee title to the real property on which the home is located, see 24 CFR 982.628

condominium operating charges or maintenance fees assessed by the condominium homeowner association for a condominium unit.

The PHA does not have the discretion to exclude any of the listed homeownership expenses or to add any additional items.

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## Moving with Continued Assistance

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

BRHP may deny permission to move to a new unit with continued voucher assistance:

if BRHP has insufficient funding to provide continued assistance

in accordance with 24 CFR 982.638, regarding denial or termination of assistance

in accordance with BRHP's policy regarding number of moves within a 12-month period

BRHP must deny the family permission to move to a new unit with continued voucher rental assistance if the family

defaults on an FHA-insured mortgage; and

fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD

## 22. PROGRAM ADMINISTRATION

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### COVID-Related Operational Changes

Due to the ongoing public health crisis, and in the event of future similar events, BRHP reserves the right to adjust operations to ensure the health and safety of BRHP staff, residents, landlords, and any other BRHP stakeholder. These operational changes include, but are not limited to:

- Electronic transmission of documents: Any required documentation sent to or from BRHP may be required to send electronically.
- Electronic signatures: Documentation including vouchers, HAP contracts, repayment agreements, or similar, may be transmitted and signed using DocuSign, or any similar service. Typed signatures will be accepted as legal signatures regardless of the font.
- Virtual or Telephonic Meetings and Appointments: For any required meeting, such as workshops, action plan appointments, final eligibility, voucher briefing, home visits, and hearings, BRHP may hold these through a virtual platform (Zoom, Google Duo, GoToWebinar, etc.)

In all cases, BRHP will accept Reasonable Accommodation Requests to modify any of the operational changes necessitated by a public health crisis.

### Owner or Family Debt to BRHP

PHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA, the PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement [24 CFR 982.552(c)(1)(vii)]. This part describes the PHA's policies for recovery of monies owed to the PHA by families or owners.

When an action or inaction of an owner or participant results in the overpayment of housing assistance, BRHP holds the owner or participant liable to return any overpayments to BRHP.

BRHP will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

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## Repayment Policy

### Owner Debt to BRHP

If the owner is entitled to future HAP payments, BRHP will reduce the future HAP payments by the amount owed until the debt is paid in full.

BRHP may deduct the amount of the overpayment from any amounts due the owner including amounts due under any other Section 8 assistance contract.

If the owner is not entitled to future HAP payments, the owner must repay any amount due to BRHP within 10 business days of BRHP's notification of the debt.

BRHP may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by BRHP.

If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, BRHP will ban the owner from future participation in the program and pursue other modes of collection.

When an owner refuses to repay monies owed to the PHA, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

### Family Debt to BRHP

Families are required to reimburse BRHP if they were charged less rent than required because the family either underreported or failed to report income. BRHP is required to determine retroactive rent amounts as far back as BRHP has documentation of family unreported income [Notice PIH 2018-18].

The family must repay any amount owed to BRHP by the family. If the family is unable to repay the debt within 30 days, BRHP will offer to enter into a repayment agreement in accordance with the policies below.

## Repayment Agreement

The term repayment agreement refers to a formal written document signed by a tenant or owner and provided to BRHP in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific times.

### **Refusal to Enter into an Agreement**

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, BRHP **must** terminate assistance [Notice PIH 2018-18].

When a family refuses to repay monies owed to BRHP, in addition to termination of program assistance, BRHP may utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

## **General Repayment Agreement Guidelines for Families**

### **Down Payment Requirement**

Before executing a repayment agreement with a family, BRHP will generally require a down payment of 30 percent of the total amount owed.

BRHP will not enter into a repayment agreement if the monthly payment amount is not affordable to the household. In these circumstances the household must make a downpayment that will result in the repayment agreement being affordable, even if this amount exceeds 30% of the amount owed.

### ***Payment Thresholds***

Notice PIH 2018-18 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income. However, a family may already be paying 40 per cent or more of its monthly adjusted income in rent. Moreover, Notice PIH 2018-18 acknowledges that PHAs have the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

BRHP has established the following thresholds for repayment of debts:

- Amounts between \$1,000 and \$5,000 must be repaid within 24 months.
- Amounts under \$1,000 must be repaid within 12 months.

If a family can provide evidence satisfactory to BRHP that the threshold applicable to the family’s debt would impose an undue hardship, BRHP may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, BRHP will consider all relevant information, including the following:

- The amount owed by the family to BRHP



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- The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control
  - The family's current and potential income and expenses
  - The family's current family share, as calculated under 24 CFR 982.515
  - The family's history of meeting its financial responsibilities

## Monthly Payment

The monthly repayment amount is the total repayment amount less the down payment spread across a prescribed number of months.

- Amounts under \$1,000 must be repaid within 12 month.
- Amounts over \$1,000 must be repaid within 24 months.

The maximum term of a repayment agreement should not exceed 24 months. In any case, the minimum monthly payment is \$50.

The maximum term of a standard repayment agreement should not exceed 24 months. In any case, the minimum monthly payment is \$50. At the discretion of the Housing Mobility Director, BRHP will extend the repayment agreement to 36 months if the family needs the extra time to make the repayment agreement affordable based on the household income.

## Execution of the Agreement

Any repayment agreement between BRHP and a family must be signed and dated by the BRHP staff member and by the head of household and spouse/cohead (if applicable).

## Due Dates

The Repayment Agreement will specify the date for the down payment, the first payment, and the final payment.

Monthly payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

## Late or Missed Payments

If BRHP does not receive a payment by the end of the business day on the date due, and BRHP has not given prior approval for the missed payment, BRHP will send the family a delinquency notice giving the family 10 business days to make the late payment.

If BRHP does not receive the payment by the due date of the delinquency notice, it is a breach of the agreement and BRHP will terminate assistance.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, BRHP will consider the repayment agreement in default, and BRHP will terminate assistance.

### No Offer of Repayment Agreement

BRHP generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if the amount owed by the family exceeds \$5,000.

Per HUD's guidelines as stated in PIH Notice 2010-2019 (HA) Section 16: BRHP will not enter into a repayment agreement if it is not affordable to the household. A repayment agreement is considered unaffordable if the current tenant rent amount plus the monthly repayment amount exceeds 40% of the adjusted household income.

If the total amount owed exceeds \$5,000 the family will be required to make a one-time payment to lower the amount owed to \$5,000 at a maximum. Once the amount owed is below the \$5,000 threshold the family would then be eligible to enter into a repayment agreement that follows the affordability and timeline guidelines above.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, BRHP **must** terminate assistance [Notice PIH 2018-18] A family may opt to enter a repayment agreement wherein the current tenant rent amount plus the monthly repayment amount is up to 50% of the adjusted household income. The family must agree to sign a statement indicating that they are choosing to exercise this option.

## Repayment Agreements Terms

All repayment agreements must be in writing, dated, signed by both the family and BRHP, include the total retroactive rent amount owed, any amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Notice PIH 2018-18 requires certain provisions, at a minimum, be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- a reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which BRHP may terminate assistance because of a family's action or failure to act
- a statement clarifying that each month the family not only must pay to BRHP the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- a statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases

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- a statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

BRHP accepts the following payments types:

- personal checks
- bank certified checks
- money orders
- electronic payments

## Record Keeping

BRHP must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. BRHP must make all such records available to HUD or the Comptroller General of the United States upon request.

In addition, BRHP maintain all applicant and participant files in a way that protects an individual's privacy rights.

## Record Retention

During the term of each assisted lease, and for at least three years thereafter, BRHP must keep

- a copy of the executed lease
- the HAP contract
- the application from the family

In addition, BRHP must keep the following records for at least three years:

- records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants
- an application from each ineligible family and notice that the applicant is not eligible
- HUD-required reports
- unit inspection reports
- lead-based paint records as required by 24 CFR 35, Subpart B
- accounts and other records supporting BRHP budget and financial statements for the program
- records to document the basis for BRHP's determination that rent to owner is a reasonable rent, initially and during the term of a HAP contract
- other records specified by HUD

BRHP must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

BRHP must maintain Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy but for a period not to exceed three years from the EOP date [Notice PIH 2018-18].

BRHP must maintain documentation to support the annual review of payment standards and utility allowance schedules records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the Equal Access to Housing Final Rule other records as specified by MTW rules.

BRHP must maintain confidential records of all emergency transfer requested by victims of domestic violence, dating violence, sexual assault, and stalking under BRHP's Emergency Transfer Plan, as well as the outcomes of such requests.

## Records Management

BRHP will keep all applicant and participant information in a secure location and access will be limited to authorized BRHP staff.

BRHP staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

### Privacy Act Requirements

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or BRHP may release the information collected.

### Upfront Income Verification (UIV) Records

Prior to utilizing HUD's EIV system, BRHP will adopt and implement EIV security procedures required by HUD to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded, for example electronic or paper.

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## Criminal Records

BRHP may only disclose the criminal conviction records that BRHP receives from a law enforcement agency to officers or employees of BRHP, or to authorized representatives of BRHP who have a job-related need to have access to the information.

BRHP must establish and implement a records management system that ensures that any criminal record or any sex offender registration information received by BRHP from a State, local, or law enforcement agency is

- maintained confidentially
- not misused
- not improperly disseminated

BRHP must destroy the record once the purpose for which BRHP requested the record is accomplished.

However, BRHP must retain a record of the screening, including the type of screening and the date performed.

## Medical or Disability Records

BRHP may not inquire about the nature or extent of a person's disability. BRHP may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If BRHP receives a verification document that provides such information, BRHP will not place this information in the tenant file. BRHP will destroy the document.

## Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

For requirements and BRHP policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see [VAWA](#).

## Reporting and Record Keeping For Children with Elevated Blood Lead Level

### Reporting Requirement

BRHP will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level.

## Determination of Insufficient Funding

The HCV regulations allow BRHP to deny families permission to move and to terminate HAP contracts if funding under the consolidated ACC is insufficient to support continued assistance. If BRHP denies a family a portability move based on insufficient funding, BRHP is required to notify the local HUD office within 10 business days.

BRHP will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing BRHP's annual budget authority to the annual total HAP needs on a monthly basis.

BRHP will project the total HAP needs for the calendar year by establishing the actual HAP costs year to date.

To that figure, BRHP will add anticipated HAP expenditures for the remainder of the calendar year.

BRHP will calculate projected HAP expenditures by multiplying the projected number of units leased per remaining months by the most current month's average HAP.

The projected number of units leased per month will take into account the average monthly turnover of participant families.

If the total annual HAP needs equal or exceed the annual budget authority and funding reserves, or if BRHP cannot support the cost of the proposed subsidy commitment, that is voucher issuance or move, based on the funding analysis, BRHP has insufficient funding.

#### **PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]**

BRHP will maintain administrative fee reserves, or unrestricted net position (UNP) for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a PHA fiscal year. HUD appropriations acts beginning with FFY 2004 have specified that administrative fee funding may be used only for activities related to the provision of HCV assistance, including related development activities. Notice PIH 2012-9 cites two examples of related development activities: unit modification for accessibility purposes and development of project-based voucher units. The notice makes clear that other activities may also qualify as related development activities. Administrative fees that remain in the UNP account from funding provided prior to 2004 may be used for "other housing purposes permitted by state and local law," in accordance with 24 CFR 982.155(b)(1).

In addition, as specified in Notice PIH 2022-18, PHAs may use administrative fee funding for both administrative and "other expenses" needed to employ strategies and undertake activities beyond regular administrative responsibilities to facilitate the successful leasing and use of housing choice vouchers by families, such as through the use of security deposit assistance and landlord recruitment and incentive payments, among other allowable expenses specified in the notice. PHAs are also permitted to use UNP for these expenses [Notice PIH 2022-18].

If a PHA has not adequately administered its HCV program, HUD may prohibit use of funds in the UNP Account and may direct the PHA to use funds in that account to improve administration of the program, for HCV HAP expenses, or to reimburse ineligible expenses in accordance with the regulation at 24 CFR 982.155(b)(3).

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HUD requires the PHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the UNP account without specific approval.

Expenditures from the UNP account will be made in accordance with all applicable federal requirements. Expenditures will not exceed \$25,000 per occurrence without the prior approval of the BRHP's Board of Directors.

## 23. VIOLENCE AGAINST WOMEN ACT (VAWA)

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The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under a HCV program. Protections are not limited to women but cover victims regardless of sex, gender identity, or sexual orientation. If state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

### Definitions

As used in VAWA:

***Bifurcate:*** with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact

***Dating violence:*** violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- length of the relationship
- type of relationship
- frequency of interaction between the persons involved in the relationship

***Domestic violence:*** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

***Affiliated individual:*** with respect to a person:

a spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; **or**

any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking



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**Sexual assault:** any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent

**Stalking:** to engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress

## Notification

### Notification to Public

To help ensure that all Program applicants and participants are aware of their rights under VAWA, BRHP will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

Form HUD-5380 Notice of Occupancy Rights Under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation

BRHP's Emergency Transfer Plan, form HUD-5381

Form HUD-5383 Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) included HUD's form HUD-5380 and form HUD-5382

Contact information for local victim advocacy groups or service providers

### Notification to Program Applicants and Participants

BRHP must inform program applicants and participants of their rights under VAWA, including VAWA protections, their right to confidentiality, and the limitations on those protections, at each of the following times:

when the applicant is denied assistance or admission

the individual is provided assistance or admission

with any notification of eviction or notification of termination of assistance

**The VAWA information provided to applicants and participants will consist of the notices in HUD's form HUD-5380 and form HUD-5382.**

Whenever BRHP has reason to suspect that providing information about VAWA to a participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, BRHP may decide not to send mail regarding VAWA protections to the victim's unit if BRHP believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, BRHP will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

## Documentation

When a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse BRHP will require that the individual making the claim document the abuse.

The individual will receive a written request for documentation, and BRHP will allow the individual 14 business days after receipt of the request to submit the documentation.

The individual must mail or bring the request to the Baltimore Regional Housing Partnership, 100 N Charles Street, 2<sup>nd</sup> Floor, Baltimore, MD, 21201. Office hours are Monday through Friday, 9:00 am to 4:00 pm.

The notice will indicate that the individual must provide any one of the following three forms of documentation:

1. a completed and signed HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim
2. a federal, state, or local police report or court record, or an administrative record
3. documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse.

This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional, or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

BRHP may not require third-party documentation (see 2 and 3 above) in addition to certification (see 1 above), except as specified under "Conflicting Documentation", nor require certification in addition to third-party documentation.

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BRHP may extend the deadline for 10 business days. In determining whether to extend the deadline, BRHP will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by BRHP will be in writing.

If BRHP does not receive the documentation within 14 calendar days or within the timeframe of any approved extensions, BRHP may deny relief for protection under VAWA.

BRHP will notify the individual in writing of the denial. If, as a result, BRHP denies or terminates the individual from the program, the individual may request a hearing. For more information, see [Informal Reviews and Hearings](#).

Once the victim provides documentation, BRHP will acknowledge receipt of the documentation within 10 business days.

### Conflicting Documentation

In cases where BRHP receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, BRHP may determine which is the true victim by requiring each to provide acceptable third-party documentation, see 2 and 3 above.

BRHP may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to BRHP.

Individuals have 30 calendar days from the date of the request to return third-party documentation to BRHP. If BRHP does not receive third-party documentation within the required timeframe and any approved extensions, BRHP will deny VAWA protections and will notify the individual in writing of the denial. If, as a result, BRHP denies or terminates the individual from the program, the individual may request a hearing. See [Informal Reviews and Hearings](#).

BRHP must honor any court orders issued to protect the victim or to address the distribution of property.

### Discretion to Require No Formal Documentation

If BRHP accepts victim's statement or other corroborating evidence of domestic violence, dating violence, sexual assault or stalking, BRHP will document acceptance of the statement or evidence in the individual's file.

## Confidentiality

BRHP must maintain all information provided to BRHP regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, in strict confidence.

This means that BRHP

may not enter the information into any shared database

may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work

may not provide the information to any other entity or individual, except to the extent that the disclosure is

- requested or consented to by the individual in writing
- required for use in an eviction proceeding
- otherwise required by applicable law

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, BRHP will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

## Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking

BRHP may not deny an applicant admission to the HCV program on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for assistance or admission.

At the time BRHP denies an applicant assistance, VAWA requires BRHP to provide applicants with

Notice of Occupancy Rights Under VAWA form HUD-5380

Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Documentation form HUD-5382

BRHP will request in writing that an applicant wishing to claim protection under VAWA notify BRHP within 14 business days.

BRHP acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a

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record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under BRHP's policies.

While BRHP is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, or stalking, the applicant may inform BRHP that the grounds for the denial directly relate to their status as a victim. BRHP will request that the applicant provide enough information to BRHP to allow BRHP to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

## Victim Documentation

If an applicant claims VAWA protection against denial of assistance, BRHP will request in writing that the applicant provide documentation supporting the claim. See [Documentation](#).

## Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

a signed statement requesting that the perpetrator be removed from the application and certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit

documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment

- An employee or agent of a domestic violence service provider or a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse must sign the documentation.
- The signer must attest under penalty of perjury to their belief that the rehabilitation was either successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

## Allowable Moves

The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and they need to move to protect the health or safety of the family or family member.

This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to BRHP, if the family or family member who is the victim reasonably believed that there was imminently threatened by harm from further violence if they remained in the unit.

BRHP has adopted HUD's Model Emergency Transfer Plan, form HUD-5381. See [Appendix C](#).

BRHP will request that the resident request the emergency transfer using form HUD-5383, and BRHP will request documentation in accordance with the section on [Documentation](#).

BRHP reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases, BRHP will document the waiver in the family's file.

BRHP reserves the right to bifurcate (split) the voucher if a victim of domestic violence submits an emergency transfer request. This action can be taken without ending the assistance provided to the alleged perpetrator during an ongoing investigation. In such instances, the perpetrator and victim will each have separate vouchers until the conclusion of the investigation. Should the investigation find that the alleged perpetrator needs to be removed from the program, BRHP is required to adhere to any procedures set forth by HUD or relevant local, state, or federal laws regarding the termination of assistance. This entails that BRHP must apply the same protocols in terminating assistance to an individual as it would in terminating assistance to an entire family.

Before granting an emergency transfer, BRHP will ensure the victim is eligible to receive continued assistance based on the citizenship or immigration status of the victim.

### Restrictions on Moves

BRHP will only allow a family to make an elective move during the family's initial lease term if the family and the owner agree to a mutual rescission of the lease.

BRHP does not allow more than one elective move during any 12-month period.

However, this does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and they need to move to protect the health or safety of the family or family member. See [Documentation](#).

## Family Breakup and Remaining Member of Tenant Family

If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, BRHP must ensure that the victim retains assistance. See [Documentation](#).

## Terminations Related to Domestic Violence, Dating Violence, or Stalking

### VAWA Protections against Termination

VAWA provides four specific protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault or stalking.

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The second, third, and fourth protections also apply to terminations of tenancy or occupancy by owners participating in the HCV program, as do the limitations on VAWA Protections. See HAP Contract for HUD-52641, Part C Tenancy Addendum, Protections for Victims of Abuse.

1. VAWA provides that BRHP may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to BRHP, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed there was imminently threatened by harm from further violence if they remained in the unit.
2. It provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim.
3. It provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, or stalking.
4. It gives BRHP the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.

### Limitations on VAWA Protections

VAWA does not limit the authority of a BRHP to terminate the assistance of a victim of domestic violence, dating violence, sexual assault or stalking:

for reasons unrelated to domestic violence, dating violence, sexual assault or stalking so long as BRHP does not subject the victim to a more demanding standard than it applies to other program participants

if BRHP can demonstrate an **actual and imminent threat** to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance

- HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that
  - is real
  - would occur within an immediate time frame
  - could result in death or serious bodily harm

In determining whether a program participant is an actual and imminent threat, BRHP will consider the following, and any other relevant, factors:

- the duration of the risk
- the nature and severity of the potential harm
- the likelihood that the potential harm will occur
- the length of time before the potential harm would occur

If the participant wishes to contest BRHP's determination that they are an actual and imminent threat to other tenants or employees, the participant may do so as part of the Informal Hearing.

### Documentation of Abuse

When an individual is facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, BRHP will request that the individual provide documentation supporting the claim. See [Documentation](#).

BRHP reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, BRHP will document the waiver in the individual's file.

## Terminating the Assistance of a Domestic Violence Perpetrator

VAWA gives BRHP the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others" without terminating assistance to "or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant".

This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if BRHP chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance. This means that BRHP must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family.

If the perpetrator remains in the unit, BRHP continues to pay the owner until BRHP terminates the perpetrator from the program. BRHP must not stop paying HAP until 30 days after the owner bifurcates the lease to evict the perpetrator. BRHP may pay HAP for the full month if the 30-day period will end mid-month.



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## Termination Notice

When BRHP terminates a family's assistance because of the family's action or failure to act, BRHP will include in its termination notice:

- Notice of Occupancy Rights Under VAWA form HUD-5380
- Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Documentation form HUD-5382

BRHP will request in writing that a family member wishing to claim protection under VAWA notify BRHP within 14 business days.

## 24. PROJECT BASED VOUCHER ASSISTANCE

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Unless stated below, facets of the Project Based Assistance (PBA) component of the Baltimore Housing Mobility Program are the same as listed in other areas of this Administrative Plan.

### Program Objectives

The *Thompson v. HUD Settlement Agreement* provides for project-based vouchers to be used to contract with owners of rental units in opportunity areas in Metropolitan Baltimore. The PBV component of the Baltimore Housing Mobility Program is subject to the HUD regulations for project-based vouchers, except where provisions of the *Thompson v. HUD Settlement Agreement* prevail and/or a waiver has been approved pursuant to HABC's MTW authority. The project based voucher program enables BRHP to enter into a long-term (up to 20 years) Housing Assistance Payments (HAP) contract with a private owner for one or more rental units. Eligible households as determined by BRHP under the program regulations and the Plan must occupy these units.

### Program Description

The project based voucher component of the Baltimore Housing Mobility Program is available to owners of existing units and to owners who are constructing or rehabilitating rental property in selected areas of the Baltimore Metropolitan Area. Owners sign a contract agreeing to lease a designated number of their units to program eligible households, and subsidy funds are committed for those units for up to 20 years, subject to appropriations.

### Overview of PBV Program

The project-based voucher (PBV) program allows BRHP, which already administers a tenant-based voucher program under a contract with Housing Authority of Baltimore City, pursuant to an annual contributions contract (ACC) it has with HUD, to take up to 20 percent of its voucher program unit limitation calculation and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. BRHP may only operate a PBV program if doing so is consistent with the BRHP's Annual Plan, and the goal of de-concentrating poverty and expanding housing and economic opportunities.

PBV assistance may be attached to existing housing, newly constructed or rehabilitated housing. If PBV units are already selected for project-based assistance either under an Agreement to Enter into HAP Contract (Agreement) or under a HAP contract, BRHP is not

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required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, BRHP is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC.

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of BRHP's policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, BRHP policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

### **Additional Project-Based Units [FR Notice 1/18/17; Notice PIH 2017-21; FR Notice 1/24/22]**

The PHA may project-base an additional 10 percent of its units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories as long as the total number of units does not exceed the 10 percent cap.

For units under a HAP contract that was first executed on or after April 18, 2017, units qualify under this exception if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
  - *Veteran* means an individual who has served in the United States Armed Forces.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.
- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

PBV units that house eligible youth receiving FUPY/FYI assistance are also covered by this 10 percent exception authority if the units are under a HAP contract that became effective after December 27, 2020, and if the unit is occupied by an eligible youth receiving FUPY/FYI assistance. FYI TPVs that were awarded under Notice PIH 2019-20 are not part of this exception since PHAs are prohibited from project-basing FYI TPVs. Units added after December 27, 2020, through an amendment of a HAP contract that became effective after December 27, 2020, are eligible for this 10 percent exception authority. In contrast, units added after December 27, 2020, through an amendment of a HAP contract that became effective on or prior to December 27, 2020, are not eligible for this 10 percent exception authority [FR Notice 1/24/22]. See Chapter 19 for policies specific to project-basing FUPY vouchers.

#### PHA Policy

The PHA may project-base up to an additional 10 percent of its authorized units, up to 30 percent, in accordance with HUD regulations and requirements.

## Relocation Requirements

BRHP will not ordinarily provide PBV assistance to a project that will cause permanent displacement. If any persons are displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) [42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds available from other sources. BRHP may not use voucher program funds to cover relocation costs, except that BRHP may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and if payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of BRHP to ensure the owner complies with these requirements.

## Equal Opportunity Requirements

BRHP must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a).

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## Owner Proposals

BRHP's PBV program selects proposals in accordance with regulatory requirements. There are two methods that may be used: Request for PBV Proposals or Selection based on Previous Competition.

Additionally, BRHP may use the Qualifications-Based Selection (QBS) method of procurement to select a development partner(s) to whom recourse pre-development loan funds may be made available from a HOPE VI Grant for new construction and for rehabilitation projects involving acquisition with moderate or substantial rehabilitation.

## Solicitation and Selection of PBV Proposals

Policies and procedures for selecting PBV proposals are designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by BRHP's PBV Program. The public notice procedures may include posting on BRHP's website, publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the request for PBV proposals must specify the submission deadline. However, if the request for PBV proposals is a rolling solicitation, BRHP will provide notice that the submission deadline shall be the date until either all vouchers and/or capital available under the request are no longer available or BRHP discontinues the solicitation, whichever date may occur first. Detailed application and selection information must be provided at the request of interested parties.

## Request for Proposals for Newly Constructed, Rehabilitated, or Existing Housing

The program will solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the program's needs. The program will not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

The program will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals, either in print or electronic format:

Baltimore Sun

Afro American

In addition, BRHP shall post the RFP on its electronic web site.

The program will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will

specify the number of units the program estimates that it will be able to assist. Proposals will be due at the office of BRHP no earlier than by close of business 30 calendar days from the date of issuance, unless otherwise extended.

In order for the proposal to be considered, the owner must submit the proposal to the program by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

## Selection of Proposal Based on Previous Competition

BRHP may select a proposal that was previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within 3 years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. In such case, BRHP need not conduct another competition.

## Units Selected Non-competitively

BRHP may attach assistance to structures in which BRHP has an ownership interest or control without following a competitive process as described above.

## Request for Qualifications for Development Partners

The QBS method is conducted using a Request for Qualifications (RFQ). BRHP may select development partners through an RFQ if the procurement activity includes mixed finance development and/or the expenditure of HOPE VI funds to provide capital assistance for the development of project-based units for the PBV program.

If using an RFQ, BRHP will request technical qualifications statements from prospective developers and then rank the statements according to their qualifications as related to the project(s) and as best meets the criteria stated in the RFQ. BRHP may, at its discretion, contact a prospective developer if materials are missing and/or if BRHP requires clarification of particular elements of the submission, allowing the prospective developer up to 10 business days to respond. However, BRHP is not obligated to do so and reserves the right to make an award without further discussion of the proposals submitted.

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## PHA-Owned Units

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the administrative plan. If the program selects a proposal for housing that is owned or controlled by BRHP, BRHP must identify the entity that will review BRHP's proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of BRHP-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by BRHP and a HUD-approved independent entity. In addition, an independent entity must determine the rent to owner, the re-determined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for BRHP's jurisdiction (unless BRHP is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

BRHP may submit a proposal for project-based housing that is owned or controlled by BRHP. If the proposal for BRHP-owned housing is selected, BRHP will use the independent entity to review BRHP's selection and to administer the PBV program. BRHP will obtain HUD approval of independent entity prior to selecting the proposal for BRHP-owned housing.

BRHP may only compensate the independent entity from BRHP ongoing administrative fee income (including amounts credited to the administrative fee reserve). BRHP may not use other program receipts to compensate the independent entity for its services. BRHP and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

## Notice of Owner Selection

The program will give prompt written notice to the party that submitted a selected proposal and must give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

Within 10 business days of selecting, the program will notify the selected owner in writing of the owner's selection for the PBV program. The program will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the program will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and t

e journals used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The program will also post the notice of owner selection on its electronic web site.

The program will make available to any interested party its rating and ranking sheets and documents that identify BRHP's basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The program will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

## Housing Type

The program may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an Agreement that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of BRHP's selection, the units substantially comply with HQS. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

## Prohibition of Assistance for Certain Units

### Ineligible Housing Types

The program may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the program may not attach or pay PBV assistance for a unit occupied by an owner and may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.



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## Subsidized Housing

The program may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- a public housing unit receiving ACC operating assistance
- a unit subsidized with any other form of Section 8 assistance
- a unit subsidized with any governmental rent subsidy
- a unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing
- a unit subsidized with Section 236 rental assistance payments (except that BRHP may attach assistance to a unit subsidized with Section 236 interest reduction payments)
- a Section 202 project for non-elderly with disabilities
- Section 811 project-based supportive housing for persons with disabilities
- Section 202 supportive housing for the elderly
- a Section 101 rent supplement project
- a unit subsidized with any form of tenant-based rental assistance; or
- a unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or BRHP in accordance with HUD requirements

## Subsidy Layering Requirements

The program may provide PBV assistance only in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

Subsidy layering requirements do not apply to existing housing. A further subsidy layering review is not required for new construction or rehabilitation if HUD's designee has conducted a review that included a review of PBV assistance in accordance with the PBV subsidy layering guidelines.

The program must submit the necessary documentation to HUD for a subsidy layering review. Except in cases noted above, the program may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD, or a HUD-approved housing credit agency (HCA), has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. However, in order to satisfy applicable requirements, HCAs must conduct subsidy-layering reviews in compliance with the guidelines set forth in the *Federal Register* notice published July 9, 2010.

## Cap on Number of PBV Units in Each Project

### Twenty Five Percent per Project Cap

In general, the program may not select a proposal to provide PBV assistance for units in a project or enter into an Agreement or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project, or 25 total units in a project, whichever is greater.

### Exceptions to 25 Percent per Project Cap

Exceptions are allowed and PBV units are not counted against the 25 percent per project cap if

- the units are exclusively for elderly families
- the units are for households eligible for supportive services available to all families receiving PBV assistance in the project
- the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates

For these projects, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/4/17]

Under the Fostering Stable Housing Opportunities (FSHO) amendments, units exclusively made available to youth receiving FUPY/FYI assistance may be excepted from the project cap for HAP contracts first effective after December 27, 2020. For more information on excepted units for FUPY, see Chapter 19.

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services. Projects where these caps were implemented prior to HOTMA (HAP contracts executed prior to April 18, 2017) or FSHO (contract in effect on or prior to December 27, 2020) may continue to use the former exemptions and may renew their HAP contracts under the old requirements, unless BRHP and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family's eligibility for continued assistance in the project.

### Projects not Subject to a Project Cap

PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance. To qualify for the exception, the unit must

- be covered by a PBV HAP contract that first became effective on or after 4/18/17; and

- in the five years prior to the date the PHA either issued the RFP under which the project was selected or the PHA selected the project without competition, the unit met at least one of the two following conditions:
  - the unit received Public Housing Capital or Operating Funds, Project-Based Rental Assistance, Housing for the Elderly (Section 202), Housing for Persons with disabilities (Section 811), the Rental Supplement program
  - the unit was subject to a rent restriction as a result of one of the following HUD loans or insurance programs: Section 236, Section 221(d)(3) or (d)(4) BMIR, Housing for the Elderly (Section 202), or Housing for Persons with Disabilities (Section 811)
- Units that were previously receiving PBV assistance are not covered by the exception. Both existing and rehabilitation units are eligible for this exception. Newly constructed units qualify if they meet the definition of *replacement unit* described in FR Notice 1/18/17.

BRHP does not have any PBV units that are subject to the per project cap exception.

## Promoting Partially-Assisted Projects

The program may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

The program may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building. The program may also determine not to provide PBV assistance for excepted units, or BRHP may establish a per-project cap of less than 25 percent.

The program will not provide assistance for excepted units. Beyond that, BRHP will not impose any further cap on the number of PBV units assisted per project.

## Geographical Location Requirements: High Opportunity Areas

The proposed units for PBV assistance must be located in a high opportunity area, as identified by BRHP in the counties of Carroll, Baltimore, Harford, Howard, Anne Arundel, or Baltimore City. A list of the current approved census tracts and corresponding payment standards for the PBV program will be maintained by BRHP and provided upon request. Proposed units located outside of these approved census tracts will not be considered. Opportunity areas may change over time due to varying factors, and BRHP reserves the right to change the list of approved census tracts with corresponding payment standards targeted for project-based development in order to comply with HUD site and neighborhood standards as well as the objectives of the

PBV program. All are encouraged to contact BRHP prior to submission of any proposals for any updates.

## Environmental Review

The activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

The program may not enter into an Agreement or enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The program may not enter into an Agreement or a HAP contract with an owner, and the program, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The program will supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The program will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) because of the environmental review.

### Dwelling Units

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

## Housing Quality Standards

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental and the homeownership option do not apply because these housing types are not assisted under the PBV program. The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

### Lead-based Paint

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846),

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the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

## Housing Accessibility for Persons with Disabilities

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

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

## Inspecting Units

### Pre-selection Inspection

The program must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the program must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with NSPIRE Standards. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the program may not execute the HAP contract until the units fully comply with NSPIRE Standards.

### Pre-HAP Contract Inspections

The program must inspect each contract unit before execution of the HAP contract. The program may not enter into a HAP contract covering a unit until the unit fully complies with NSPIRE Standards.

### Turnover Inspections

Before assisting a new family in a contract unit, the program must inspect the unit. The program may not provide assistance on behalf of the family until the unit fully complies with NSPIRE Standards.

### Annual/Biennial Inspections

At least once every 24 months during the term of the HAP contract, the program must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with NSPIRE Standards. Turnover inspections are not counted toward meeting this inspection requirement

## Other Inspections

The program must inspect contract units whenever needed to determine that the contract units comply with NSPIRE Standards and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract.

## Inspecting PHA-Owned Units

In the case of PHA-owned units, the inspections must be performed by an independent agency designated by BRHP and approved by HUD. The independent entity must furnish a copy of each inspection report to BRHP and to the HUD field office where the project is located. BRHP must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by BRHP-owner.

## Rehabilitated and Newly Constructed Units

In order to offer PBV assistance in rehabilitated or newly constructed units, the program must enter into an Agreement with the owner of the property. The program may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement, the owner agrees to develop the contract units to comply with HQS, and the program agrees that upon timely completion of such development in accordance with the terms of the Agreement, the program will enter into a HAP contract with the owner for the contract units.

Upon implementation of section 106(a)(4)(F)(iii) of the Housing Opportunity Through Modernization Act of 2016 (“HOTMA”), BRHP may enter into a HAP contract with an owner for any unit that does not qualify as existing housing and is under construction or recently has been constructed whether or not BRHP has executed an Agreement with the owner, provided that the owner demonstrates compliance with applicable requirements prior to execution of the HAP contract

## Content of the Agreement

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- site and the location of the contract units
- number of contract units by area (size) and number of bedrooms and bathrooms
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent

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- utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant
  - an indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement
  - estimated initial rents to owner for the contract units
  - a description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the program, specifications and plans. For new construction units, the description must include the working drawings and specifications; and
  - any additional requirements for quality, architecture, or design over and above HQS

## Execution of the Agreement

The Agreement must be executed promptly after notice of proposal selection to the selected owner. The program may not enter into the Agreement if construction or rehabilitation has started after proposal submission. Generally, the program may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the program may not enter into the Agreement until the environmental review is completed and the program has received environmental approval. However, BRHP does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

BRHP will enter into the Agreement with the owner within a timely manner of receiving both environmental approval and notice that subsidy-layering requirements, if applicable, have been met, and before construction or rehabilitation work is start.

## Conduct of Development Work

### Labor Standards

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

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

## Equal Opportunity

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

## Owner Disclosure

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

## Completion of Housing

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

## Evidence of Completion

At a minimum, the owner must submit the following evidence of completion:

- owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing

At the program's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

Owner will be required to submit BRHP's Owner Certification Form upon housing completion to evidence that the work has been completed in accordance with HQS and all requirements of the Agreement, and that owner has complied with labor standards and equal opportunity requirements in development of the housing.

## Acceptance of Completed Units

Upon notice from the owner that the housing is completed, the program must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The program must also determine if the owner has submitted all required evidence of completion.



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If the work has not been completed in accordance with the Agreement, the program must not enter into the HAP contract.

If BRHP determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, BRHP must submit the HAP contract for execution by the owner and must then execute the HAP contract.

## Housing Assistance Payments Contract (HAP)

The program will enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract must be in the form required by HUD.

### HAP Contract Requirements

#### Contract Information

The HAP contract must specify the following information:

- the total number of contract units by number of bedrooms
- the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building
- the number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit
- services, maintenance, and equipment to be supplied by the owner and included in the rent to owner
- utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant
- features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8
- the HAP contract term
- the number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- the initial rent to owner for the first 12 months of the HAP contract term

### Execution of the HAP Contract

The program will not enter into a HAP contract until each contract unit has been inspected and BRHP has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after the program selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the program has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion, unless HUD implements HOTMA regulation obviating the requirement to enter into an Agreement for newly constructed or rehabilitated housing, in which case, the owner must demonstrate compliance with applicable requirements prior to the execution of the HAP contract.

### Term of HAP Contract and Extensions

BRHP may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of BRHP-owned units, the term of the HAP contract must be agreed upon by BRHP and the independent entity approved by HUD. However, once HUD issues implementing regulations regarding the term of the HAP contract, the PBV program may elect to execute HAP contracts in accordance with newly published regulations.

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the program may extend the term of the contract for an additional term of up to 20 years if BRHP determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years.

BRHP may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, if not more than 24 months prior to the expiration of the previous extension contract the program agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of BRHP-owned units, any extension of the term of the HAP contract must be agreed upon by the BRHP and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

When determining whether to extend an expiring PBV contract, the program will consider several factors including, but not limited to

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- the cost of extending the contract and the amount of available budget authority
  - the condition of the contract units
  - the owner's record of compliance with obligations under the HAP contract and lease(s)
  - whether the location of the units continues to support the goals of de-concentrating poverty and expanding housing opportunities; and
  - whether the funding could be used more appropriately for tenant-based assistance

### Termination by BRHP

The HAP contract must provide that the term of the program's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the program in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the program may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

### Termination by Owner

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the program. In this case, families living in the contract units must be offered tenant-based assistance.

### Statutory Notice Requirements: Contract Termination or Expiration

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the program and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD and must comply with the Maryland Assisted Housing Preservation Act. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction because of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require. . The owner must also comply with the substantive requirements of the Maryland Assisted Housing Preservation Act, including the requirement to offer a Right of First Refusal if the termination is occurring in connection with a transfer of the property.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owner's required notice period ends. BRHP will provide the family with a voucher and the option by BRHP and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the tenant-based program, and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

## Remedies for NSPIRE Violations

The program may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with NSPIRE Standards. If the program determines that a contract unit does not comply with HQS, the program may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement, or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

BRHP will abate and terminate PBV HAP contracts for non-compliance with NSPIRE Standards in accordance with the policies used in the tenant-based voucher program.

## Amendments to the HAP Contract

### Substitution of Contract Units

At the program's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, the program must inspect the proposed unit and determine the reasonable rent for the unit.

### Addition of Contract Units

BRHP and owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed. The additional PBV units, however, are still subject to the PBV program cap and

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individual project caps. Prior to attaching additional units without competition, BRHP will submit to the local field office information outlined in FR Notice 1/18/17.

BRHP intends to add additional PBV contract units in projects that already have a HAP contract based upon the needs of the program and so long as the owner complies with all program requirements and local, state and federal law.

## HAP Contract Year, Anniversary, and Expiration Dates

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

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

## Owner Responsibilities under the HAP

When the owner executes the HAP contract, they certify that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with NSPIRE Standards;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;

- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall comply with Davis-Bacon wage requirements.

## Additional HAP Requirements

### Housing Quality and Design Requirements

The owner is required to maintain and operate the contract units and premises in accordance with NSPIRE Standards, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the program and in the lease with each assisted family. In addition, maintenance, replacement, and redecoration must be in accordance with the standard practice for the building as established by the owner.

The program may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with NSPIRE Standards.

BRHP will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. BRHP will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

### Vacancy Payments

At the discretion of the program, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

The program will decide on a case-by-case basis if vacancy payments will be provided to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

The amount of the vacancy payment will be determined by the program and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

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## BRHP Vacancy Payments Policy

As a part of its PBV program, BRHP offers vacancy payments to owners pursuant to the terms contained within the Project-Based HAP contract and consistent with BRHP policy set forth herein.

**Notice of Vacancy** – Owner must promptly notify BRHP in writing within five business days of receiving notice from the tenant or having knowledge of any vacancy or expected vacancy in contract unit.

Failure to provide notice of vacancy to BRHP may determine owner ineligible to receive vacancy payment.

Owner must provide BRHP with documentation, if available, of actual tenant move-out date.

**Limiting Loss/Lease-up** – BRHP shall immediately refer eligible participants from wait list to unit. Owner must promptly make unit available for participants to lease.

**Move-Out Month HAP** – Owner may keep the housing assistance payment payable for the calendar month when the family moves out (“Move-Out Month”) unless BRHP determines the vacancy is the owner’s fault.

**Requesting Vacancy Payment** – Owner may send the completed Vacancy Payment Request Form (“Request”) and supporting documentation within 10 business days of the date the unit is re-leased and no later than the last day of the third month following the Move-Out Month.

- Owner must provide any additional information required and requested by BRHP to verify that the owner is entitled to the vacancy payment.

**Calculation of Vacancy Period** – BRHP may pay a vacancy payment to the owner for the period in which the unit remains vacant commencing from the first month after the Move-Out Month for a period not exceeding two full months.

A project-based unit must have been previously occupied by a participant for the owner to be eligible to receive a vacancy payment.

The vacancy period shall never exceed two months following the Move-Out Month.

Any amount of time in which the unit remains vacant because of owner performing maintenance, renovations or other repairs that prevent unit from being shown and/or leased will be disallowed and deducted from the vacancy period.

No Vacancy Payment will be made if the unit remains vacant for a period of 120 days or more.

**Amount of Vacancy Payment** – Monthly Vacancy Payment will not exceed the most recent HAP portion of the monthly rent to owner under the assisted lease, minus any portion (tenant portion and/or HAP) of the rental payment received by the owner (including amounts available from the tenant’s security deposit pursuant to the terms of the lease). BRHP will determine on a case-by-case basis the amount of vacancy payment up to the monthly rent that owner is entitled to receive.

Any rent (rent includes tenant portion, HAP and amounts available from security deposit retained by owner pursuant to the terms of the lease) received by owner for the vacancy period will be deducted from the total vacancy payment.

BRHP will not pay for any time the unit remains vacant because of owner performing maintenance, renovations, or other repairs that prevent unit from being shown and/or leased to BRHP participants.

No owner will be entitled to vacancy payments if BRHP determines the vacancy is a result of owner’s fault.

Vacancy payment will be pro-rated based upon the amount of days in the two month period for which owner may be eligible for vacancy payment, if applicable.

## Owner Selection of Tenants

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

## BRHP Tenant Selection Policy

As part of the PBV program, the owner must agree to select families from the BRHP wait list. Owners must adopt commercially reasonable, non-discriminatory, written criteria for selecting among referred applicants. The tenant selection criteria must be provided to BRHP upon request and may be revised by BRHP to fit the needs of the PBV program.



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## Leasing

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the program from the wait list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on BRHP's subsidy standards.

BRHP will refer families with active tenant-based vouchers (Waitlist D families) to available project-based units based on family size. If a project-based unit remain vacant for more than 30 days, and there are no active applications for tenancy of the unit, BRHP may begin to refer families from the Counseling waitlist (Waitlist C) who have been placed on the project-based waiting list. Failure to apply for or lease a project-based unit will not affect standing for the tenant-based program.

If three project-based units are rejected by Counseling waitlist families who are on the project-based waitlist, those families will remain on the Counseling waitlist but will be removed from the project-based waitlist.

## Filling Vacancies

The owner must notify the program in writing (mail, fax, or e-mail) within five business days of learning of any vacancy or expected vacancy in a contract unit. After receiving such notice, the program makes every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The program and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy

## Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 days, BRHP will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. BRHP will provide the notice to the owner within 10 business days of the 120<sup>th</sup> day of the vacancy. The amendment to the HAP contract will be effective the 1<sup>st</sup> day of the month following the date of the BRHP's notice.

## Tenant Screening

### Program Responsibility

BRHP is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, BRHP may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

## Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- payment of rent and utility bills
- caring for a unit and premises
- respecting the rights of other residents to the peaceful enjoyment of their housing
- 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

## Occupancy

After an applicant has been selected from the wait list, determined eligible by BRHP, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

## Lease

The tenant must have legal capacity to enter a lease under state and local law. Tenant Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

### Form of Lease

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease.

The program may review the owner's lease form to determine if the lease complies with state and local law. If BRHP determines that the lease does not comply with state or local law, BRHP may decline to approve the tenancy.

### Lease Requirements

The lease for a PBV unit must specify all of the following information:

the names of the owner and the tenant

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the unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit)

the term of the lease (initial term and any provision for renewal)

the amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements

a specification of the services, maintenance, equipment, and utilities that will be provide by the owner;

The amount of any charges for food, furniture, or supportive services and

- For any family admitted following conversion, the lease must specify what will happen if the family elects to remain in its unit after increasing its income such that it requires zero HAP. Specifically, the lease must make clear how the tenant rent will be calculated, and it must address the transition to a new lease. The PHA must include resident procedural rights for termination notification and grievance procedures in the owner’s lease. These requirements are not part of the regular PBV program but are required under RAD.

## Tenancy Addendum

The tenancy addendum in the lease must state:

- the program tenancy requirements
- the composition of the household as approved by BRHP (the names of family members and any BRHP-approved Live-in Aide); and
- all provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease

## Initial Term and Lease Renewal

The initial lease term must be for at least one year. The lease term of any lease, regardless of a participant’s duration of time in the program, may not exceed a term of two years. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g. month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- the owner terminates the lease for good cause
- the tenant terminates the lease
- the owner and tenant agree to terminate the lease
- BRHP terminates the HAP contract
- BRHP terminates assistance for the family

## Changes in the Lease

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the program a copy of all changes.

The owner must notify BRHP in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the program and in accordance with the terms of the lease relating to its amendment. The program must re-determine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The re-determined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

## Owner Termination of Tenancy

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program. In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

## Non-Compliance with Supportive Services Requirement

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

## Tenant Absence from the Unit

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by program policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. BRHP termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

## Continuation of Housing Assistance Payments

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within

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180 days following the date of the last housing assistance payment by BRHP. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

## Security Deposits

The owner may collect a security deposit from the tenant. The program may prohibit security deposits in excess of private market practice, in excess of amounts charged by the owner to unassisted tenants or exceed the limit permitted by law.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. BRHP has no liability or responsibility for payment of any amount owed by the family to the owner.

## Moves

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

If the program determines that a family is occupying a wrong size unit, based on the program's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the program will promptly notify the family and the owner of this determination, and the program must offer the family the opportunity to receive continued housing assistance in another unit.

The program will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project
- PBV assistance in another project; and
- Tenant-based voucher assistance

If BRHP offers the family a tenant-based voucher, BRHP must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by BRHP) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by

the expiration of the term of the family's voucher, BRHP must remove the unit from the HAP contract.

If BRHP offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer and move out of the PBV unit within 30 days from the date of the offer, BRHP will terminate the housing assistance payments for the unit at the expiration of this 30 day period and remove the unit from the HAP contract.

BRHP may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

### Family Right to Move

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the program. If the family wishes to move with continued tenant-based assistance, the family must contact the program to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the program is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the program must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

### Emergency Transfers under VAWA

Except where special consideration is needed for the project-based voucher program, BRHP will follow VAWA policies.

When the victim of domestic violence, dating violence, sexual assault, or stalking has lived in the unit for less than one year, the BRHP will provide several options for continued assistance.

BRHP will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where BRHP has PBV units. BRHP will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through a transfer to the tenant-based program. Such a decision will be made by BRHP based on the availability of tenant-based vouchers.

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If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, BRHP will offer the participant a transfer to another PBV unit in the same development or a transfer to a different development where BRHP has PBV units, if available. BRHP will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for a transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through the tenant-based program and be issued a voucher.

## Rent to Owner

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

During the term of the HAP contract, the rent to owner is re-determined at the owner's request in accordance with program requirements, and at such time that there is a ten percent or greater decrease in the published FMR.

### Rent Limits

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

an amount determined by the program not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance

the reasonable rent; or

the rent requested by the owner

## Certain Tax Credit Units

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- the contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986
- the contract unit is not located in a qualified census tract
- there are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

- the tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard

For contract units that meet all of the criteria listed above, the rent to owner must not exceed the lowest of

- the tax credit rent minus any utility allowance
- the reasonable rent; or
- the rent requested by the owner

## Definitions

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

*Tax credit rent* is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

## Reasonable Rent

The program must determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where the program has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner; the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- to correct errors in calculations in accordance with HUD requirements
- if additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- if a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

BRHP has elected not to reduce rents below the initial rent established within the HAP contract, even if the initial rent exceeds the reasonable rent upon redetermination. BRHP reserves the right to amend this policy due to the needs of the program at any given time.

## Use of FMRs, Exception Payment Standards, and Utility Allowances



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When determining the initial rent to owner, the program must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the program must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the program may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the program may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

### Redetermination of Rent

BRHP must redetermine the rent to owner upon the owner's request or when there is a ten percent or greater decrease in the published FMR.

### Rent Increase

If an owner wishes to request an increase in the rent to owner from the program, it must be requested at the annual anniversary of the HAP contract. The request must be in writing and in the form and manner required by the program. The program may only make rent increases in accordance with the rent limits described previously. An owner's request for a rent increase must be submitted to the program 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

The program may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

### Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where the program has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

## Notice of Rent Change

The rent to owner is redetermined by written notice to the owner specifying the amount of the redetermined rent. The notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

## BRHP Rent Redetermination Policy

As a part of its PBV program, BRHP shall redetermine the rent to owner pursuant to the terms contained within the HAP contract and consistent with BRHP policy set forth herein.

**Time of Redetermination** – BRHP will redetermine the rent to owner:

- upon the owner’s written request; or
- when there is a ten percent (10%) or greater decrease in the published FMR

**Rent Increase** – BRHP will not make any increase other than an increase in the rent to Owner as determined pursuant to 24 CFR §983.301 and in accordance with the following:

- Owner must submit a completed and executed Rent Increase Request Form (“**RIRF**”) to BRHP at least 60 days prior to the annual anniversary date of the HAP contract.
- BRHP may, at its sole discretion, consider a RIRF received within 60 days prior to annual anniversary date of the HAP contract, but will not be required to do so.
- Except for certain tax credit units as provided for in 24 CFR §983.301(c) and defined in paragraph iii of this section, the rent to Owner may not exceed the lowest of
- an amount determined by BRHP, not to exceed one hundred ten percent (110%) of the applicable FMR (or any exception payment standard approved by the HUD Secretary) for the unit bedroom size minus any utility allowance
- the reasonable rent; or
- the rent requested by the Owner
- A contract unit will be considered a tax credit unit if the following applies:
- a contract unit receives a low-income housing tax credit under the IRC of 1986
- the unit is not located in a qualified census tract
- in the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- the tax credit rent exceeds the applicable FMR (or any exception payment standard) as determined in accordance with paragraph ii of this section
- In the case of a tax credit unit, the rent to Owner may not exceed the lowest of
- the tax credit rent minus any utility allowance
- the reasonable rent; or
- the rent requested by the Owner

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Owner must comply with all requirements of the HAP contract, including compliance with HQS. BRHP will not provide any retroactive increase of rent for any period of noncompliance.

**Rent Decrease** – If BRHP has elected within the HAP contract to not reduce rents below the initial rent to owner established at the beginning of the HAP contract term, the rent to owner shall not be reduced below the initial rent to Owner for dwelling units under the initial HAP contract. BRHP shall decrease the rent to owner based upon the following events:

- if there is a decrease in the rent to owner, as established in accordance with 24 CFR §983.301, BRHP shall reduce the rent to owner, regardless of whether the owner requested a rent adjustment or BRHP has elected within the HAP contract to not reduce rents below the initial rent to owner
- to correct errors in calculations in accordance with HUD requirements
- if additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to §983.55; or
- if a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the Tenant

### Notice of Rent Redetermination-

BRHP shall send written notice of the redetermined rent to owner, with a copy being sent to the tenant, specifying the amount of the redetermined rent and, if applicable, the date upon which the redetermined rent will become effective. The written notice of the redetermined rent to owner shall constitute an amendment of the rent to Owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

### PHA-Owned Units

For BRHP-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The program must use the rent to owner established by the independent entity.

### Reasonable Rent

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the program, except where the program has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

### When Rent Reasonable Determinations Are Required

The program must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- there is a ten percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date
- the program approves a change in the allocation of responsibility for utilities between the owner and the tenant
- the HAP contract is amended to substitute a different contract unit in the same building or project; or
- there is any other change that may substantially affect the reasonable rent

### How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type, and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

### Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by BRHP. The comparability analysis may be performed by BRHP staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

### PHA-Owned Units

For BRHP-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for BRHP-owned units to the program and to the HUD field office where the project is located.

## Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the

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premises. At any time, the program may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

## Effect of Other Subsidy and Rent Control

In addition to the rent limits discussed above, other restrictions may limit the amount of rent to owner in a PBV unit.

### Other Subsidy

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, a program shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- an insured or non-insured Section 236 project
- a formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action
- a Section 221(d)(3) below market interest rate (BMIR) project
- a Section 515 project of the Rural Housing Service
- any other type of federally subsidized project specified by HUD

### Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

### Rent Control

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

## Payments to Owner

### Housing Assistance Payments

During the term of the HAP contract, the program must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to

the owner on or about the first day of the month for which payment is due, unless the owner and the program agree on a later date.

Except for discretionary vacancy payments, the program may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the program is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

By accepting the monthly check from the PHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner's knowledge, the family resides in the unit as the family's only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

## Tenant Rent to Owner

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the program in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the program notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the program is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

## Tenant and Program Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the program.

Likewise, the program is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The program is not responsible for paying tenant

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rent, or any other claim by the owner, including damage to the unit. The program may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

### Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the program must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The program may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family.

### Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

## Regional Project Based Voucher Initiative

In December 2015, the U.S. Department of Housing and Urban Development (HUD) awarded the Howard County Housing Commission (HCHC) a three-year seed grant to launch the Baltimore Regional Project-Based Voucher (RPBV) program. The Baltimore Metropolitan Council (BMC), in combination with HCHC, the Anne Arundel County Housing Commission, the Baltimore County Office of Housing, the Housing Authority of Baltimore City, Harford County Housing, the City of Annapolis Housing Authority (PHAs) and BRHP to carry out this program. The program is focused on creating more affordable units for families in high-opportunity neighborhoods throughout the region.

The PHAs and BRHP allocated a number of vouchers to a regional “pool”, for a total of 100 PBVs. HCHC contracted with BRHP for the administration of these 100 project-based vouchers. BRHP will manage the wait list, mobility counseling, leasing process, inspections, and ongoing requirements for the program. The policies related to these 100 Housing Choice Vouchers that are “project-based” in a variety of ways are documented in the RPBV program’s Administrative Plan, which will be available on the BMC website. The policies for the Regional PBV program may differ from the PHAs’ policies for their internally administered program. BRHP will be administering the vouchers on behalf of each participating agency in accordance with the RPBV program’s Administrative Plan.

## Appendix A: BRHP Opportunity Census Tracts

(2020 Census Tract Geographies)

### Anne Arundel County

7011.01	7027.04	7306.03	7312.09	7405.02
7011.03	7061.02	7306.05	7312.1	7406.01
7011.04	7061.03	7306.06	7313.03	7406.02
7012.01	7063.02	7307.01	7313.06	7406.03
7012.02	7063.04	7307.02	7313.07	7407.01
7013.01	7064.04	7308	7313.08	7407.03
7013.02	7065	7309.01	7313.09	7407.04
7014	7066	7309.02	7313.1	7408
7021	7067	7310.02	7313.12	7409
7022.04	7070.01	7310.03	7313.13	7410
7022.05	7070.02	7310.04	7401.03	7502.04
7022.06	7080.01	7311.03	7401.04	7503
7022.08	7080.04	7311.04	7401.06	7504
7022.09	7301.01	7311.05	7401.07	7508.01
7023	7301.02	7311.06	7401.08	7508.04
7024.02	7303	7311.07	7402.03	7512
7025	7304.01	7312.01	7402.05	7514
7026.01	7305.07	7312.05	7403.03	7516
7026.02	7305.09	7312.06	7403.04	7517
7027.02	7305.1	7312.07	7403.05	9800
7027.03	7306.01	7312.08	7405.01	9900

### Baltimore City

101	603	1308.06	2403	2712
102	902	2101	2404	2713
103	1201	2201	2609	2714
104	1202.01	2301	2611	2715.01
105	1306	2302	2702	2715.03
201	1307	2303	2703.01	2720.03
202	1308.03	2401	2711.01	2720.04
203	1308.04	2402	2711.02	2720.05



## Baltimore County

4001	4035	4085.06	4202	4903.02
4002	4036.01	4085.07	4304	4903.03
4004	4036.02	4086.01	4306	4903.04
4005	4037.03	4086.02	4307	4904
4006	4037.04	4087.02	4308	4905
4007.01	4038.01	4087.03	4309	4906.01
4007.02	4038.02	4087.04	4401	4906.02
4008	4038.03	4088	4402	4906.03
4009	4041.01	4089	4403	4907.01
4010	4041.02	4101	4404	4907.03
4011.01	4042.02	4102	4405	4908
4014	4044.02	4111.01	4406	4909
4015.03	4044.03	4111.02	4407.02	4910
4015.04	4044.04	4112.01	4408	4911
4015.05	4046	4112.02	4411.01	4912.01
4015.07	4048	4113.02	4502	4913
4022.01	4049	4113.03	4503	4917.01
4022.02	4050	4113.06	4509	4919
4023.02	4060	4113.07	4510	4920.02
4023.03	4070.01	4113.08	4511	4921.01
4025.04	4070.02	4113.09	4514.01	4921.02
4025.06	4081	4114.04	4517.01	4922
4025.1	4082	4114.06	4517.02	4924.01
4025.11	4083.02	4114.08	4518.02	4924.02
4026.03	4083.03	4114.09	4519	4925
4026.04	4083.04	4114.1	4520	4926
4031	4084	4114.11	4521	
4032.01	4085.02	4114.12	4524	
4033	4085.03	4114.13	4901	
4034.01	4085.05	4201	4902	

## Carroll County

5010.01	5041	5051.02	5052.07	5062
5010.02	5042.01	5052.03	5052.08	5075
5020	5042.02	5052.05	5061.01	5076.01
5030	5051.01	5052.06	5061.02	5076.02

Baltimore Regional Housing Partnership

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5077.02	5078.02	5090.02	5130.01	5142.02
5077.03	5081.03	5100	5130.02	
5077.04	5082	5110	5141	
5078.01	5090.01	5120	5142.01	

Harford County

3011.02	3017.03	3031.02	3036.02	3041.02
3011.05	3017.04	3032.01	3036.03	3042.01
3011.06	3017.05	3032.03	3036.05	3042.02
3011.07	3017.06	3032.04	3036.06	3051
3011.08	3017.07	3032.05	3037	3052
3012.01	3021	3032.06	3038.01	3053
3012.02	3022	3033	3038.02	3062
3012.04	3028.01	3034	3038.03	3063
3012.05	3028.02	3035.01	3039	3064
3014.01	3031.01	3035.02	3041.01	3065

Howard County (All Census Tracts)

6011.03	6029	6066.01
6011.04	6030.01	6066.03
6011.05	6030.03	6066.04
6011.07	6030.04	6066.06
6011.08	6040.01	6066.07
6012.03	6040.03	6067.01
6012.04	6040.04	6067.04
6012.05	6051.03	6067.06
6012.06	6051.04	6067.08
6021	6051.05	6068.03
6022.01	6051.06	6068.04
6022.02	6054.01	6068.05
6023.02	6054.03	6068.07
6023.03	6054.04	6068.08
6023.04	6055.02	6069.01
6023.05	6055.03	6069.04
6023.06	6055.04	6069.05
6026	6055.05	6069.06
6027	6056.01	6069.07
6028	6056.02	



## VAWA Emergency Transfer Plan

MODEL EMERGENCY TRANSFER PLAN FOR VICTIMS OF  
DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL  
ASSAULT, OR STALKING

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286

Expires 06/30/2017

### Baltimore Regional Housing Partnership Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

#### Emergency Transfers

The Baltimore Regional Housing Partnership (BRHP) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> BRHP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of BRHP to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether BRHP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that BRHP is in compliance with VAWA.

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

## **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

## **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify BRHP's management office and submit a written request for a transfer to the Baltimore Regional Housing Partnership, 100 North Charles Street, 2<sup>nd</sup> Floor, Baltimore, MD, 21201. BRHP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

## **Confidentiality**

BRHP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives BRHP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about BRHP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **Emergency Transfer Timing and Availability**

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BRHP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. BRHP will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. BRHP may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If BRHP has no safe and available units for which a tenant who needs an emergency is eligible, BRHP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, BRHP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

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

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

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

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

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## Appendix A Local Resources for VAWA Victims

### Resources by Region for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

#### Anne Arundel County

**YWCA**

1517 Richie Hwy #201  
Arnold MD 21012

**Anne Arundel Medical Center (AAMC)**

24 Hour Domestic Violence Hotline  
Phone: 410-222-6800

#### Baltimore City and County

**My Sister's Place Women's Center**

17 W. Franklin St  
Baltimore MD 21201

**House of Ruth Maryland**

2201 Argonne Dr.  
Baltimore MD 21218

**Turnaround, Inc.**

1800 N. Charles St #404  
Baltimore MD 21201

#### Carroll County

**Carroll County Domestic Violence Unit**

55 N. Court St. #100  
Westminster MD 21157

**24-Hour Crisis Hotline**

Phone: 410-828-6390  
Phone: 443-865-8031

#### Harford County

**Sexual Abuse Spouse Resource Center (SARC)**

Helpline: 410-836-8430  
P.O. Box 1207  
Bel Air, MD 21014

#### Howard County

**HopeWorks of Howard County**

9770 Patuxent Woods Dr. Suite 300  
Columbia MD 21046

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