



## **2020 HOUSING CHOICE VOUCHER (HCV) ADMINISTRATIVE PLAN**

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### **FOREWARD**

The Wichita Housing Authority Section 8 Administrative Plan provides policies that have been adopted by the Wichita Housing Authority Board. The Wichita Housing Authority, at the direction of the Wichita Housing Authority Board is responsible for the administration of policies, procedures, and regulations of the Housing Choice Voucher Program and Section 8 activities contained in this plan. As the Department of Housing and Urban Development amends regulations and adds new administrative plan requirements. The Wichita Housing Authority updates the administrative plan to include these additional elements as required.

The Wichita Housing Authority Board or other governing body must formally adopt the administrative plan and any revisions. The administrative plan addresses regulations that Housing Authority has discretion to provide compliance to carry out Department of Housing and Urban Development directives.

Appendix 1 provides supporting applicable documents for compliance, personnel, regulations, and procedures for Wichita Housing Authority Housing Choice Voucher Program and Section 8 Programs. These documents are applicable to Wichita Housing Authority employees, officer, board members, contractors, or agent of the Wichita Housing Authority.



# HCV ADMINISTRATIVE PLAN TABLE OF CONTENTS

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<b>1.0</b>	<b>EQUAL OPPORTUNITY</b> .....	<b>5</b>
1.1	FAIR HOUSING .....	5
1.2	REASONABLE ACCOMMODATION .....	5
1.3	COMMUNICATION .....	6
1.4	QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION .....	6
1.5	SERVICES FOR NON-ENGLISH SPEAKING PERSONS AND PARTICIPANTS .....	7
1.6	FAMILY/OWNER OUTREACH .....	7
1.7	RIGHT TO PRIVACY .....	8
1.8	REQUIRED POSTINGS .....	8
<b>2.0</b>	<b>WICHITA HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY</b> .....	<b>9</b>
2.1	WICHITA HOUSING AUTHORITY RESPONSIBILITIES.....	10
2.2	OWNER RESPONSIBILITY .....	12
2.3	OBLIGATIONS OF THE PARTICIPANT .....	12
<b>3.0</b>	<b>ELIGIBILITY FOR ADMISSION</b> .....	<b>15</b>
3.1	INTRODUCTION.....	15
3.2	ELIGIBILITY CRITERIA .....	15
<b>4.0</b>	<b>MANAGING THE WAITING LIST</b> .....	<b>19</b>
4.1	OPENING AND CLOSING THE WAITING LIST .....	19
4.2	TAKING APPLICATIONS .....	20
4.3	ORGANIZATION OF THE WAITING LIST .....	21
4.4	FAMILIES NEARING THE TOP OF THE WAITING LIST.....	21
4.5	MISSED APPOINTMENTS.....	21
4.6	PURGING THE WAITING LIST.....	22
4.7	REMOVAL OF APPLICANTS FROM THE WAITING LIST .....	22
4.8	GROUND FOR DENIAL .....	22
4.9	NOTIFICATION OF NEGATIVE ACTIONS .....	19
4.10	INFORMAL REVIEW.....	24
<b>5.0</b>	<b>SELECTING FAMILIES FROM THE WAITING LIST</b> .....	<b>24</b>
5.1	WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS.....	24
5.2	PREFERENCES.....	24
5.3	SELECTION FROM THE WAITING LIST .....	25
<b>6.0</b>	<b>ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)</b> .....	<b>26</b>
6.1	BRIEFING.....	27
6.2	PACKET .....	23
6.3	ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY .....	30
6.4	TERM OF THE VOUCHER.....	25
6.5	APPROVAL TO LEASE A UNIT.....	31
6.6	WICHITA HOUSING AUTHORITY DISAPPROVAL OF OWNER .....	27
6.7	INELIGIBLE/ELIGIBLE HOUSING .....	33
6.8	SECURITY DEPOSIT .....	34

<b>7.0</b>	<b>MOVES WITH CONTINUED ASSISTANCE .....</b>	<b>34</b>
7.1	WHEN A FAMILY MAY MOVE.....	35
7.2	PROCEDURES REGARDING FAMILY MOVES .....	35
<b>8.0</b>	<b>PORTABILITY.....</b>	<b>36</b>
8.1	GENERAL POLICIES OF THE WICHITA HOUSING AUTHORITY.....	36
8.2	INCOME ELIGIBILITY .....	37
8.3	PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY .....	37
8.4	PORTABILITY PROCEDURES .....	37
<b>9.0</b>	<b>DETERMINATION OF FAMILY INCOME.....</b>	<b>39</b>
9.1	INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME .....	39
9.2	INCOME .....	39
9.3	EXCLUSIONS FROM INCOME .....	43
9.4	DEDUCTIONS FROM ANNUAL INCOME.....	46
9.5	RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME .....	47
9.6	COOPERATING WITH WELFARE AGENCIES .....	48
<b>10.0</b>	<b>VERIFICATION.....</b>	<b>48</b>
10.1	ACCEPTABLE METHODS OF VERIFICATION .....	48
10.2	TYPES OF VERIFICATION.....	49
10.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS .....	49
10.4	VERIFICATION OF SOCIAL SECURITY NUMBERS .....	50
10.5	TIMING OF VERIFICATION.....	51
10.6	FREQUENCY OF OBTAINING VERIFICATION .....	51
<b>11.0</b>	<b>RENT AND HOUSING ASSISTANCE PAYMENT.....</b>	<b>51</b>
11.1	GENERAL .....	51
11.2	RENT REASONABLENESS .....	51
11.3	COMPARABILITY .....	52
11.4	MAXIMUM SUBSIDY .....	52
	<i>11.4.1 SETTING THE PAYMENT STANDARD .....</i>	<i>53</i>
	<i>11.4.2 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY.....</i>	<i>53</i>
	<i>11.4.3 AREA EXCEPTION RENTS .....</i>	<i>54</i>
11.5	ASSISTANCE AND RENT FORMULAS .....	54
11.6	UTILITY ALLOWANCE.....	59
11.7	DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT.....	60
11.8	CHANGE OF OWNERSHIP .....	60
<b>12.0</b>	<b>INSPECTION POLICIES, HOUSING QUALITY STANDARDS, DAMAGE CLAIMS.....</b>	<b>60</b>
12.1	TYPES OF INSPECTIONS .....	61
12.2	OWNER AND FAMILY RESPONSIBILITY.....	61
12.3	HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401 .....	62
12.4	EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA .....	73
12.5	TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS .....	73
12.6	LIFE THREATENING CONDITIONS .....	68
12.7	NON-LIFE THREATENING CONDITIONS .....	71
12.8	ANNUAL/BIENNIEL INSPECTIONS .....	72
12.9	OCCUPANCY PRIOR TO MEETING HQS.....	72
12.10	ABATEMENT .....	78
12.11	INCLEMENT COLD WEATHER PLAN .....	73
12.12	MINIMUM REQUIREMENT FOR MAINTAINING VACANT DWELLINGS.....	73
12.13	ACCESSORY STRUCTURES ON LOT AT NEW LEASE-UP INSPECTIONS.....	74

<b>13.0 PARTICIPANT RESPONSIBILITIES</b>	<b>74</b>
<b>14.0 RECERTIFICATION</b>	<b>74</b>
14.0.1 CHANGES IN LEASE OR RENT	74
14.1 ANNUAL REEXAMINATION	74
14.1.1 STREAMLINED CERTIFICATIONS FOR FIXED INCOME	75
14.1.2 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS	76
14.1.3 MISSED APPOINTMENTS	77
14.2 INTERIM REEXAMINATIONS	77
14.2.1 SPECIAL REEXAMINATIONS	80
14.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS	81
<b>15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE WICHITA HOUSING AUTHORITY</b>	<b>81</b>
15.1 VIOLENCE AGAINST WOMEN ACT	85
<b>16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS</b>	<b>85</b>
16.1 COMPLAINTS	87
16.2 INFORMAL REVIEW FOR THE APPLICANT	87
16.3 INFORMAL HEARINGS FOR PARTICIPANTS	95
<b>17.0 TERMINATION OF THE LEASE AND CONTRACT</b>	<b>94</b>
<b>18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE</b>	<b>98</b>
<b>19.0 INTELLECTUAL PROPERTY RIGHTS</b>	<b>98</b>
<b>20.0 WICHITA HOUSING AUTHORITY OWNED HOUSING</b>	<b>98</b>
<b>21.0 QUALITY CONTROL OF SECTION 8 PROGRAM</b>	<b>99</b>
<b>22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM</b>	<b>104</b>
<b>23.0 MISCELLANEOUS</b>	<b>100</b>
23.1 RECORD RETENTION	100
23.2 REPAYMENTS	100
23.3 CONFLICT OF INTEREST	101
<b>24.0 SPECIAL PROGRAMS</b>	<b>101</b>
24.1 MAINSTREAM PROGRAM	101
24.2 TENANT PROTECTION VOUCHERS - FOSTER YOUTH INITIATIVE (TPI-FYI)	101
24.3 FAMILY SELF SUFFICIENCY PROGRAM	102
24.4 HOMEOWNERSHIP PROGRAM	106
<b>GLOSSARY</b>	<b>120</b>
<b>ACRONYMS</b>	<b>133</b>
<b>APPENDIX 1 - LOCAL GOVERNMENT MANDATES</b>	<b>134</b>
<b>APPENDIX 2 - ACCEPTABLE FORMS OF VERIFICATION</b>	<b>136</b>
<b>APPENDIX 3 - UTILITY ALLOWANCES</b>	<b>146</b>
<b>APPENDIX 4 - PAYMENT STANDARDS</b>	<b>147</b>
<b>APPENDIX 5 - REASONABLE ACCOMMODATION</b>	<b>148</b>

## **SECTION 8 ADMINISTRATIVE PLAN**

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### **1.0 EQUAL OPPORTUNITY**

#### **1.1 FAIR HOUSING**

It is the policy of the Wichita Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Wichita Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Wichita Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Wichita Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Wichita Housing Authority will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form. The Wichita Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

#### **1.2 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Wichita Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Wichita Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Wichita Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

### **1.3 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

To verify that all Section 8 Housing Choice Voucher participants and/or waiting list applicants attending Formal Application meeting all family head-of-households are provided a Notification of Reasonable Accommodation form and requested to sign document acknowledging receipt. Document is carbon and family is provided the green carbon copy sheet. Current participants in the Section 8 Housing Choice Voucher program beginning with April, 2012 recertification are provided the Notification of Reasonable Accommodation form and requested to sign the document. All families of the Section 8 Housing Choice Voucher program was mailed a copy of the Notification of Reasonable Accommodation (Appendix 5) with their June, 2012 Client Bulletin. (Revised 6-26-2012)

All decisions granting or denying requests will be in writing.

### **1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Wichita Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Wichita Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Wichita Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Wichita Housing Authority's business is housing. If the request would alter the fundamental business that the Wichita Housing Authority conducts, that would not be reasonable. For instance, the Wichita Housing Authority would deny a request to have the Wichita Housing Authority do grocery shopping for the person with disabilities.
2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Wichita Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Wichita Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Wichita Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Wichita Housing Authority's programs and services, the Wichita Housing Authority retains the right to select the most efficient or economic choice.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

### ***1.5 SERVICES FOR NON-ENGLISH SPEAKING PERSONS AND PARTICIPANTS***

The Wichita Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English.

### ***1.6 FAMILY/OWNER OUTREACH***

The Wichita Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot or do not read newspapers the Wichita Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Wichita Housing Authority will also try to utilize public service announcements.

The Wichita Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Wichita Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Local landlord associations will be invited to participate in the briefings. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Wichita Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Wichita Housing Authority staff.

The Wichita Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed. Additional outreach will include: 1) dissemination of written material that describes program requirements; 2) presentations by HLS staff at private landlord/owner workshops or groups as requested; and 3) technical meetings with prospective owners as requested.

### **1.7 RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

### **1.8 REQUIRED POSTINGS**

The Wichita Housing Authority will post, in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)

- C. Address of all Wichita Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

## **1.9 AFFIRMATIVELY FURTHER FAIR HOUSING**

The City of Wichita Housing Authority (WHA) will conform to Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

Specifically the WHA will continue to partner with the Urban League of Kansas by funding education and outreach programs for tenants and landlords. Additionally, the WHA will refer to the Urban League, community residents who request assistance in resolving matters of alleged discrimination. Wichita Housing Authority tenants and clients will be directed to the HUD Regional Office of Fair Housing and provided the Housing Discrimination Hotline: 1-800-669-977 should they wish to file a discrimination complaint which could not be resolved locally.

The WHA will advertise widely in the community for all staff positions within the Housing Authority. The Family Self-Sufficiency program will be marketed to eligible persons within the Housing Choice Voucher program, including persons with disabilities and persons with limited English language proficiency. This includes access to buildings and communication that facilitates employment and housing applications, meetings and workshops, and service delivery which is accessible to persons with disabilities.

The WHA will also maintain waiting lists in accordance with federal requirements as specified in 24 CFR part 903.7(c) (1), and will assign housing or housing vouchers to persons from those lists without regard to race or ethnicity, and in accordance with HUD-approved administrative plans. Fair housing rights and choice will be promoted through annual fair housing month activities, including public service announcements made in partnership with the Urban League of Kansas.

WHA outreach and marketing for the Housing Choice Voucher and Homeownership program will include recruiting landlords and service providers to promote housing choice in the Wichita community. Outreach efforts will include quarterly meetings hosted by the Section 8 office, for new and current landlords to provide information about all programs associated with its operations. The WHA also shares information about fair housing at its annual landlord meeting in November.

The WHA will regularly examine its programs or proposed programs, to identify any impediments to fair housing choice within those programs, and will address those impediments in a reasonable fashion in view of the resources available. The WHA will also work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the WHA's involvement. The WHA shall take reasonable measures to assure that

program waiting lists are consistent with civil rights laws and certifications, specifically; the WHA will market its programs through minority, faith based, disability and senior organizations and publications.

Other compliance certifications of the Wichita Housing Authority include: compliance with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975; compliance with the Architectural Barriers Act of 1968 and 24 CFR Part 41, and Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped. The WHA will also comply with the requirements of Section 3 or the Housing and Urban Development Act of 1968 by marketing employment opportunities for low or very-low income persons through annual notices in newsletters and other public information.

The WHA will maintain quarterly demographic information that includes race, ethnicity, gender, head-of-household, disability, types of income, community district location, and bedroom sizes of program participants. (Revised 6-10-2008)

## **2.0 WICHITA HOUSING AUTHORITY/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of the Wichita Housing Authority, the Section 8 Owners/Landlords, and the participating families.

### **2.1 WICHITA HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Wichita Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Wichita Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Wichita Housing Authority must:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
  - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
  - 6. Make efforts to help people with disabilities find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;4
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least biennially during the assisted tenancy
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust Wichita Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Wichita Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Wichita Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Wichita Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

## **2.2 OWNER RESPONSIBILITY**

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  - 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  - 3. Complying with equal opportunity requirements.
  - 4. Preparing and furnishing to the Wichita Housing Authority information required under the HAP contract.
  - 5. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    - c. Any charges for unit damage by the family.
  - 6. Enforcing tenant obligations under the lease.
  - 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying the Wichita Housing Authority sixty (60) days prior to any rent increase.

## **2.3 OBLIGATIONS OF THE PARTICIPANT**

This Section states the obligations of a participant family under the program.

- A. Supplying required information
  - 1. The family must supply any information that the Wichita Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Wichita Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family
- The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing Wichita Housing Authority Inspection
- The family must allow the Wichita Housing Authority to inspect the unit at reasonable times and after at least 2 days' notice.
- D. Violation of Lease
- The family may not commit any serious or repeated violation of the lease.
- E. Family Notice of Move or Lease Termination
- The family must notify the Wichita Housing Authority in writing and the owner before the family moves out of the unit or terminates the lease by a notice to the owner. (Revised 2-8-05)
- F. Owner Eviction Notice
- The family must promptly give the Wichita Housing Authority a copy of any owner eviction notice it receives.
- G. Use and Occupancy of the Unit
1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
  2. The Wichita Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Wichita Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Wichita Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Wichita Housing Authority if in writing any family member no longer resides in the unit. (Revised 2-8-05)
4. If the Wichita Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Wichita Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Wichita Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Wichita Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Wichita Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Wichita Housing Authority for this purpose. The family must promptly notify the Wichita Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Wichita Housing Authority for absences exceeding 30 days. The Wichita Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Wichita Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space and participants in Section 8 Homeownership program).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity, commit a felony crime or other violent criminal activity. (Revised 11-18-2003)

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

### **3.0 ELIGIBILITY FOR ADMISSION**

#### **3.1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Wichita Housing Authority screening criteria in order to be admitted to the Section 8 Program.

#### **3.2 ELIGIBILITY CRITERIA**

A. Family status.

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
  
3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 55 years of age but below the age of 62;
  - b. Two or more persons who are at least 55 years of age but below the age of 62 living together; or
  - c. One or more persons who are at least 55 years of age but below the age of 62 living with one or more live-in aides.
  
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
  
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  
6. A **remaining member of a tenant family**.
  
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a family that is:
  - a. An extremely low-income or a very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act;
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
  - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease. If no assistance is provided for six months, participation in the Section 8 program will cease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into the Wichita Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into the Wichita Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Wichita Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within

the Wichita Housing Authority Section 8 Program. The 40% limits do apply.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(K) for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one. Wichita Housing Authority prefer Social Security card on all household members regardless of age. (Revised 11-18-2003)

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Wichita Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Wichita Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income

information pertinent to the family's eligibility or level of benefits;  
and

- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy

The Wichita Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Wichita Housing Authority will deny assistance to a family because of drug-related criminal activity, felony activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last five years. If the individual has lived outside the local area, the Wichita Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). (Revised 11-18-2003)

The Wichita Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Wichita Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

## **4.0 MANAGING THE WAITING LIST**

### **4.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply. The notice will include

1. Time when the applications will be accepted.
2. Date when the applications will be accepted.
3. Location(s) where the applications will be accepted.
4. Eligibility requirements (if any).

5. Any preferences or priorities for the selection of applicants.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

#### **4.2 TAKING APPLICATIONS**

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted on the WebApp portal linked at <https://www.wichita.gov/Housing/Pages/HCV.aspx>.

Or at alternate address as advertised.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Wichita Housing Authority jurisdiction, the Wichita Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Wichita Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made on dates and times stated in the notification if the wait list is opening.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Wichita Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available through the Kansas Relay Center and the telephone number is: 711. (Revised 2-8-05)

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Wichita Housing Authority will make a preliminary determination of eligibility. The Wichita Housing Authority will notify the family in writing confirming placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Wichita Housing Authority determines

the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. All changes must be submitted in writing or through the WebApp portal when available. The Wichita Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Wichita Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

#### **4.3 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent electronic file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Any contact between the Wichita Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

#### **4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family is selected from the waiting list, the family will be invited to a formal application session. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Wichita Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

A formal application will include verification of preferences, and the family will provide Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **4.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Wichita Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Wichita Housing Authority will work closely with the family to find a more suitable time.

Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **4.6 PURGING THE WAITING LIST**

The Wichita Housing Authority will update and purge its waiting list through call-ins or every other year whichever is less. This process is done to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

#### **4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Wichita Housing Authority will not remove an applicant's name from the waiting list unless one of the following occurs:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
- C. The applicant does not meet either the eligibility or screening criteria for the program.
- D. The applicant has an outstanding balance with the Wichita Housing Authority for unpaid rents, charges or fees for a Public Housing or Section 8 unit, or has had adverse action relative to their tenancy with the Housing Authority.

#### **4.8 GROUNDS FOR DENIAL**

The Wichita Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, commit felony crime and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, within the last five years; (Revised 03-09-10)
- F. Currently owe rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs unless participating in a repayment program and current on payments;

- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from federally assisted housing within the last five (5) years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Wichita Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Wichita Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. The person has otherwise been rehabilitated successfully; or
  - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any Wichita Housing Authority staff member or resident;
- L. Have a family household member and/or adding a person to the household who has been terminated for non-compliance under the Certificate or Voucher Program; (Revised 03-09-10)
- M. Withdrawn from Section 8 waitlist for non-compliance of program procedures; (Revised 03-09-10)
- N. Have a family member who has been convicted of manufacturing or producing met amphetamine (speed) (Denied for life);
- O. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life);
- P. Are a welfare-to-work (WTW) family who fails to fulfill its obligations under the Welfare-to-work voucher program.

#### **4.9 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Wichita Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Wichita Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Wichita Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Wichita Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

The preceding notification process does not apply when mail to the applicant is returned as undeliverable. In the event that correspondence from the Housing Authority to the applicant is returned as undeliverable, the applicant will be immediately removed from the wait list without further notification from the Housing Authority.

#### **4.10 INFORMAL REVIEW**

If the Wichita Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Wichita Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Wichita Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

### **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

#### **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Wichita Housing Authority will use the assistance for those families.

#### **5.2 PREFERENCES**

Consistent with the Wichita Housing Authority Agency Plan, the Wichita Housing Authority will select families based on the following preferences based on local housing needs and priorities.

- A. **DISPLACED BY GOVERNMENT ACTION PREFERENCE:** Displaced person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. – 1 point
- B. **MAINSTREAM PREFERENCE:** Households that meet Mainstream Program guidelines, limited to the number of Mainstream Program vouchers awarded to the Wichita Housing Authority by the Department of Housing and Urban Development. 1 point.
- C. **HOMELESS PREFERENCE** On August 8, 2018, the Wichita Housing Authority Board approved a homeless preference for the Section 8 Housing Choice Voucher (HCV) program. The WHA staff propose a revision of the preference. Up to ten percent of the number of HCV may be used for housing homeless persons who have been referred to the WHA HCV program by agencies in the Impact ICT-COC. WHA expects Impact ICT-COC agencies to a) certify that each referral meets the definition of homeless or is “moving up” from a Continuum of Care homeless program, and b) provide case management and supportive services for their homeless clients in order to ensure they will be successful renters. Services the agencies shall provide may include, but not be limited to attending briefing and reexamination meetings, helping their clients find suitable housing timely, helping repair tenant caused HQS deficiencies, and helping obtaining necessary documents the HCV staff need, and attending informal hearings if necessary. 10 points.
- E. **RESIDENCY PREFERENCE** The WHA HCV program proposes a preference for individuals and families who live, work, or have been hired to work in the jurisdiction. Documentation to verify residency shall be required The PHA will provide preference to address the housing needs of families living or working/hired to work in the WHA jurisdiction of Sedgwick, Butler and Harvey Counties, 1 point.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

The Wichita Housing Authority will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

### **5.3 SELECTION FROM THE WAITING LIST**

The date and time of application will be utilized to determine the sequence within any prescribed preferences.

Each of the preferences are weighted equally. Initial annual formal application sessions will be directed toward fulfilling maximum number, if any, identified for the preferences. Call-ins for non-preference by date and time will be utilized simultaneously in order to maintain

voucher utilization at 97% or greater. Subsequent call-ins for formal application sessions will attempt to satisfy the maximum preference numbers per year by including the preferences in non-preference date and time application notifications for formal application sessions.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), the Wichita Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

**6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)  
(REVISED 11-06-2012)**

The Wichita Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The Wichita Housing Authority counts the number of persons in the family when determining unit size.

The Wichita Housing Authority does not make distinctions based on sex and age of family members, nor the relationship of persons in the family.

The Wichita Housing Authority does not determine who within a household will share a bedroom and/or sleeping room.

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10

6	10	12
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These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults (married or significant other) will be assign one bedroom.

City of Wichita minimum Housing Code requirements relating to square footage will also apply.

In determining bedroom size, the Wichita Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

The Wichita Housing Authority will assign one bedroom for each two persons within the household, except in the following circumstances:

- A. A head of household will not be combined with another family member other than a spouse or significant other. (Revised 11-06-2012)
- B. Foster adults and children will not be required to share a bedroom with family members.
- C. Live-in aides will get a separate bedroom. Live-in-Aide will be provided only one bedroom. (Revised 11-18-2003)
- D. Medical Equipment/Supplies or an Apparatus that meets the definition needed of additional space for reasonable accommodation. (Revised 6-26-2012)

The Wichita Housing Authority may grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and document disability and medical reason why the larger size is necessary. Exceptions must be approved by the Housing Choice Voucher Program Manager. (Revised 11-06-2012)

The family unit size will be determined by the Wichita Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

**6.1 BRIEFING**

Following completion of a formal application and determination of eligibility the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

## **6.2 PACKET**

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;

- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A statement that a list of landlords or other parties known to the Wichita Housing Authority who may be willing to lease a unit to the family or help the family find a unit that is available.
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Wichita Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Wichita Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Wichita Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

### **6.3 *ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY***

Beginning October 1, 1999, the Wichita Housing Authority will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 22.0 Transition to the New Housing Choice Voucher Program. (Revised 2-7-2012)

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Wichita Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. Upon request the Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

### **6.4 *TERM OF THE VOUCHER***

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

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. Extensions will be granted in 30-day increments. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional

time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority may grant additional time due to extenuating circumstances such as health related issues, hospitalization, special accommodation or applicant coming off the waiting list is in a lease agreement that extends beyond the 120 days of issuance of voucher. (Revised 11-18-2003)

Upon submittal of a completed request for approval of tenancy form, the Wichita Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal.

Exceptions may be granted to family requiring special accommodations due to their disability. Families that have relocation voucher and their voucher expiration or tolling date goes beyond six months of receiving rental assistance. (Revised 4-22-14)

## **6.5 APPROVAL TO LEASE A UNIT**

The Wichita Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the following:
  - 1. The names of the owner and the tenant;
  - 2. The address of the unit rented;
  - 3. The term of the lease (initial term and any provisions for renewal);
  - 4. The amount of the monthly rent to owner;
  - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

## **6.6 WICHITA HOUSING AUTHORITY DISAPPROVAL OF OWNER**

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments;
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by tenants, Wichita Housing Authority employees or owner employees; or
  - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless the Wichita Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- I. Other conflicts of interest under Federal, State, or local law.

**6.7 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space or participation in the Section 8 Homeownership Program; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Wichita Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Wichita Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals

## **6.8 SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes 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, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial 12 months has expired, or if the Housing Authority has terminated the HAP contract. The Wichita Housing Authority will issue the family a new voucher if the family does not owe the Wichita Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months,

and if the Wichita Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### **7.1 *WHEN A FAMILY MAY MOVE***

Only in emergency situation may a family be allowed to move during the initial term of the lease. Emergency is identify as family requiring immediate special accommodation for disability, move from a unit due to the unit being under occupied or overcrowded, unit fails to meet HQS standards and the landlord refused to make repairs in a timely manner and safety for family. (Revised 11-18-2003)

### **7.2 *PROCEDURES REGARDING FAMILY MOVES***

Families considering transferring to a new unit will be scheduled to attend a mover's briefing during or around recertification time. All families who are moving, including any families moving into or out of the Wichita Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Wichita Housing Authority entering a new HAP contract on their behalf. (Revised 11-18-2003)

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted prior to the move; (Revised 11-18-2003)
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without

the owner's and the Wichita Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Wichita Housing Authority a copy of the notice to terminate the lease with the landlord signature indicating awareness of the intent to move. (Revised 11-18-2003)

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Wichita Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

## **8.0 PORTABILITY**

### **8.1 *GENERAL POLICIES OF THE WICHITA HOUSING AUTHORITY***

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Wichita Housing Authority at the time the family first submits its application for participation in the program to the Wichita Housing Authority may lease a unit anywhere in the jurisdiction of the Wichita Housing Authority or outside the Wichita Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Wichita Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Wichita Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Wichita Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Wichita Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Wichita Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the Wichita Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract.

## **8.2 INCOME ELIGIBILITY**

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

## **8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

## **8.4 PORTABILITY PROCEDURES**

- A. When the Wichita Housing Authority is the Initial Housing Authority:
  - 1. The Wichita Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
  - 2. The Wichita Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
  - 3. The Wichita Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
  - 4. The Wichita Housing Authority will issue a family porting a 120 days voucher that will allow the family to attend receiving Housing Authority briefing session, search for housing and vacate current subsidized unit properly. (Revised 4-22-14)
  - 5. The Wichita Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
  - 5. The Wichita Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for

the family, HUD Form 52665 (Portability Form) and related verification information.

B. When the Wichita Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Wichita Housing Authority, the Wichita Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Wichita Housing Authority receives a portable family, the family may be absorbed if funds are available, and a voucher will be issued.
2. The Wichita Housing Authority will issue a voucher to the family. The term of the Wichita Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Wichita Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Wichita Housing Authority during the term of the Wichita Housing Authority's voucher.
3. The Wichita Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Wichita Housing Authority's subsidy standards.
4. The Wichita Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the Wichita Housing Authority opts to conduct a new reexamination, the Wichita Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Wichita Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Wichita Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
6. The Wichita Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C. Absorption by the Wichita Housing Authority

1. If funding is available under the consolidated ACC for the Wichita Housing Authority's Voucher Program when the portable family is received, the Wichita Housing Authority may absorb the family into its Voucher Program.

After absorption, the family is assisted with funds available under the consolidated ACC for the Wichita Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the Wichita Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
  - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **9.0 DETERMINATION OF FAMILY INCOME**

### **9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME**

To determine annual income, the Wichita Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Wichita Housing Authority subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

### **9.2 INCOME**

- A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Wichita Housing Authority believes that past income is the best available indicator of expected future income, the Wichita Housing Authority may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used 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. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used 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. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount

or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - b. Imputed welfare income.
    - i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Wichita Housing Authority by the welfare agency), plus the total amount of other annual income.
    - ii. At the request of the Wichita Housing Authority, the welfare agency will inform the Wichita Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Wichita Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Wichita Housing Authority will use this information to determine the amount of imputed welfare income for a family.
    - iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Wichita Housing Authority by the welfare agency).

- iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
  - v. The Wichita Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
  - vi. If a participant is not satisfied that the Wichita Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Wichita Housing Authority denies the family's request to modify such amount, then the Wichita Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Wichita Housing Authority's determination of the amount of imputed welfare income. The Wichita Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.
- c. Relations with welfare agencies
- i. The Wichita Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Wichita Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  - ii. The Wichita Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the Wichita Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for

providing the opportunity for review or hearing on such welfare agency determinations.

iii. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Wichita Housing Authority shall rely on the welfare agency notice to the Wichita Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. 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);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
7. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the Wichita Housing Authority's governing board. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. 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; or
13. Amounts specifically excluded by any other Federal statute from

consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act(29 U.S.C. 1552 (b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805); and

- r. 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 crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602).

**9.3B Disallowance of Increase in Earned Income: Public Housing and Tenant-based Section 8 Programs 24 CFR 5.617**

Exclusion from Annual Income for qualified disabled families:

- **Qualified family:**

- A disabled family whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed (\*see definition below) for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for Temporary Assistance for Needy Families funded under Part A of Title IV of the Social Security Act.

**Disallowance of increase in annual income:**

- During the cumulative twelve-month period once the family is employed or experiences an increase attributable to employment, **the full amount of the increase is excluded from annual income.**
- During the second cumulative twelve-month period, **fifty percent** of any increase is excluded from annual income.
- Lifetime 48 month disallowance (starting from the initial exclusion) for 12 months under each disallowance (full disregard and 50% phase in)

\* **definition of previously unemployed:** a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**9.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent

- B. \$400 for any elderly family or disabled family
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### **9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the participant.
- B. The responsible Housing Leasing Specialist shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Wichita Housing Authority shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the Wichita Housing Authority shall do one of the following:
  - 1. Immediately collect the back over paid assistance paid by the agency whenever possible, in other situations establish a repayment plan for the resident to pay the sum due to the agency;
  - 2. Terminate the participant from the program for failure to report income if participant refuses to reimburse or if the receipt of unreported income exceeds \$5,000 and was not reported for greater than 30 days.

## **9.6 COOPERATING WITH WELFARE AGENCIES**

The Wichita Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- B. To provide written verification to the Wichita Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **10.0 VERIFICATION**

The Wichita Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **10.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes Upfront Income Verification (UIV) and written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Wichita Housing Authority or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

When third party verification cannot be obtained, the Wichita Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Wichita Housing Authority has been unable to obtain third party verification

in a four weeks period of time. Photocopies of the documents provided by the family will be maintained in the file.

Third party verification is not required of assets less than \$5,000, and the amount of income expected to be received from those assets. The application and reexamination documentation, which is signed by all adult family members, can serve as the declaration. The Wichita Housing Authority Section 8 Housing Choice Voucher program according to PIH 2013-3 has elected to accept family declaration of assets equal to or less than \$5,000, documentation such as bank statements from the family to confirm assets or amount of income expected to be received from these assets is not required. Any assets will continue to be reported on HUD Form 50058. (Revised 3-19-2013)

When neither third party verification nor hand-carried verification can be obtained, the Wichita Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file. Inability to obtain 3<sup>rd</sup> party documentation must be clearly justified in tenant file.

## **10.2 TYPES OF VERIFICATION**

Appendix 1 outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Wichita Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail. (Revised 2-8-05)

## **10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Wichita Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Wichita Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Wichita Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the head of household must sign the list.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the family causes the delay.

If the Wichita Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six. The Wichita Housing Authority prefers Social Security cards on all household members regardless of age. (Revised 11-18-2003)

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Wichita Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If individuals state that they do not have a Social Security Number they will be required to complete an application for a Social Security number. Assistance may be provided upon verification that the application has been submitted.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall be given up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

## **10.5 TIMING OF VERIFICATION**

Verification must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. (Revised 2-8-05)

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

## **10.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination. The Wichita Housing Authority prefers social security cards on all household members regardless of age. (Revision 11-18-2003)

## **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **11.1 GENERAL**

After October 1, 1999, the Wichita Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 22.0 for additional guidance).

### **11.2 RENT REASONABLENESS**

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;

- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

### **11.3 COMPARABILITY**

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

### **11.4 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (if requested by the Wichita Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

#### **11.4.1 Setting the Payment Standard**

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Wichita Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Wichita Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families have to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Housing Opportunities through Modernization Act (HOTMA) of 2016 provides that public housing authorities will no longer be required to reduce payment standards as a result of an FMR reduction for families continuing to reside in a unit under a Housing Assistance Payment (HAP) contract at the time of the FMR reduction. (Revised 11-27-2018)

The Wichita Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

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

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

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

#### **11.4.2 Selecting the Correct Payment Standard for a Family**

- A. For the voucher tenancy, the payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size; or
  - 2. The payment standard for the unit size rented by the family.

- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

### **11.4.3 Area Exception Rents**

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

### **11.5 ASSISTANCE AND RENT FORMULAS**

- A. Total Tenant Payment

The total tenant payment is equal to the highest of:

- 1. 10% of the family's monthly income
- 2. 30% of the family's adjusted monthly income
- 3. The Minimum rent is 50. (Revised 12-12-06)

4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

B. Minimum Rent.

The Wichita Housing Authority has set the minimum rent at \$50.00. (Revised 12-12-06) However, if the family requests a hardship exemption, the Wichita Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - b. When the family would be evicted because it is unable to pay the minimum rent;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - d. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing

Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures. (Administrative Plan Corrected to include Minimum Hardship Exemption: 09-16-08)

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
  - i. The payment standard amount for the appropriate family unit size; or
  - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the Wichita Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of:
  - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

- ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
    - d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
      - i. Paragraph (c)(i) of this section does not apply; and
      - ii. The new family unit size must be used to determine the payment standard.
  - 2. The Wichita Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
    - a. The payment standard minus the total tenant payment; or
    - b. The gross rent minus the total tenant payment.
- E. Manufactured Home Space Rental: Section 8 Vouchers
- 1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
  - 2. The space rent is the sum of the following as determined by the Housing Authority:
    - a. Rent to the owner for the manufactured home space;
    - b. Owner maintenance and management charges for the space; and
    - c. Utility allowance for tenant paid utilities.
  - 3. The participant pays the rent to owner less the HAP.
  - 4. HAP equals the lesser of:
    - a. The payment standard minus the total tenant payment; or
    - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.
- F. Rent for Families under the Non-citizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Wichita Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Wichita Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

#### G. Housing Assistance Payment Contract

1. During the term of the HAP Contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
2. The PHA must pay housing assistance payments promptly when due to the owner.

3. If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. The penalty amount has been set at flat fee of \$40 maximum for the Housing Authority that fails to promptly pay housing assistance payment timely during the first two calendar months of the HAP contract term. (Revised 3-10-09) However, the PHA shall not be obligated to pay any late payment as stipulated within the Part B of HAP contract: Body of Contract 7. PHA Payment to Owner.

## **11.6 UTILITY ALLOWANCE**

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

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

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Wichita Housing Authority.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant. The Wichita Housing Authority will pay the utility allowance directly to the utility companies whenever feasible and will notify the family of the amount paid to the utility supplier.

Rent/Installment payments for tenant furnished stoves/refrigerators will be the lesser of the approved rate or the actual cost identified in a purchase/lease agreement. The part of the utility allowance paid on behalf of the appliances will terminate at the first annual recertification. Tenant must provide a copy of executed agreement in order to be approved for this portion of the utility allowance.

#### **11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Wichita Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Wichita Housing Authority.

#### **11.8 CHANGE OF OWNERSHIP**

The Wichita Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Wichita Housing Authority's rent payment or the address as to where the rent payment should be sent. In addition, the Wichita Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Change of ownership documentation signed by both buyer and seller.
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Wichita Housing Authority may withhold the rent payment until the taxpayer identification number is received.

#### **12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

The Wichita Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Voucher Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS. Units must also meet City of Wichita minimum housing code if more restrictive than HQS.

The Wichita Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Wichita Housing Authority will only schedule one more inspection. If the family misses two inspections, the Wichita Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

### **12.1 TYPES OF INSPECTIONS**

The PHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- *Initial Inspections.* The PHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program.
- *Annual/Biennial Inspections.* HUD requires the PHA to inspect each unit under lease at least annually or biennially, depending on PHA policy, to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be inspected by a supervisor or other qualified individual to evaluate the work of the inspector(s) and to ensure that inspections are performed in compliance with the HQS.

### **12.2 OWNER AND FAMILY RESPONSIBILITY**

#### **A. Owner Responsibility for HQS**

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Wichita Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Wichita Housing Authority's remedies for such breach of the HQS include termination ***and relocation of the tenant***, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. The Wichita Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Wichita Housing Authority and the Wichita Housing Authority 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 24 calendar days (or any Wichita Housing Authority approved extension). (Revised 6-26-2012)

4. The owner is not responsible for a breach of the HQS the owner does not cause that, and for which the family is responsible. Furthermore, the Wichita Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 24 calendar days (or any Wichita Housing Authority approved extension). (Revised 6-26-2012)
3. If the family has caused a breach of the HQS, the Wichita Housing Authority will take prompt and vigorous action to enforce the family obligations. The Wichita Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

**12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirement

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.
- e. Swimming pool safety: All swimming pools, spas and hot tubs are required to have barriers installed that enclose and separate them from other dwellings. A swimming pool spa or hot tub is defined as any structure designed for swimming, diving, or recreational bathing that contains water 24 inches or more in depth. Swimming pools shall be protected and enclosed with a fence or wall enclosure impenetrable to humans, at least 60 inches in height from grade completely around the pool. All gates leading to such pools must be self - closing and self - latching and open out ward from the pool. Such latch shall be at least 4 1/2 feet above the ground to reasonably ensure against accidental access to the pool by children. There cannot be any gap anywhere in the barrier that can fit a 4 inch ball through including at the bottom to prevent squeezing through. Fencing for the entire yard in which a swimming pool or spa is located is acceptable, provided such fence or wall complies with the above requirements. In lieu of the fencing specified above, such swimming pool or spa pool may be protected and enclosed, when not under the supervision of an adult, by means of a pool power safety cover meeting the most recent specifications approved by the American Society for Testing and Materials for swimming pool covers under the fixed designation standard F 1346 (ATSM) F 1346), or with a locked spa pool cover.

The owner is responsible for maintaining all pool equipment in good working order but the tenant is responsible for the day to day cleaning, treating, and maintaining a healthy pool environment.

Pool water cannot be drained anywhere outside of the property line.  
(Revised 12-12-06)

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate. ***The System for heating should maintain a 70-degree temperature in all habitable rooms.***
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene.
- c. Fuel burning appliances shall not be located in the following locations: sleeping rooms, bedrooms, bathrooms and/or storage closets. Bathrooms also include any room where there may be showers, hot tubs whirlpools etc. This includes new construction, remodels and replacements. (Revised 12-12-06)
- d. Floor furnaces: fuel burning floor furnaces are not acceptable as a primary heat source. (Revised 12-12-06)
- e. Electric wall and baseboard heating systems are not acceptable as a primary heating source. (Revised 3-10-09)

Primary heating source for a dwelling should be in safe and good working condition, capable of maintaining a 70 degree Fahrenheit temperature three feet from the floor in all habitable rooms. (Revised 3-10-09)

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.

The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.
- d. Electrical Hazards: Any rubber or plastic coated electrical wiring in a room that is mounted on the surface of a wall or ceiling (not behind it) in a manner that allows it to be abused (broken, cut, or damaged in other ways). This applies to surface mounted nonmetallic sheathed wire (for example, wire sheathed in plastic under the “Romax” label. To pass, nonmetallic-sheathed wire that is surface mounted must be securely attached to the wall or ceiling and out of the way of traffic. Electrical wiring that is sheathed in metal (e.g., Bx – metal spiral or EMT metal tube encased wire) can be mounted on the surface and will pass regardless of location.  
(Revised 12-12-06)

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.

- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- f. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six

years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Environmental Intervention Blood Lead Level (EIBLL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared ( $\text{mg}/\text{cm}^2$ ), or 0.5 % by weight or 5000 parts per million (PPM).

## 2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b) (4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

- g. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
  
- e. Treatment of defective paint surfaces required under this Section must be completed within 24 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time. (Revised 6-26-2012)
  
- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors).
  
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EIBLL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
  
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section. Removal must be completed within 30 days.

- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors).
- j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 20 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior surface in a single room or interior space;
    - (3) More than 10% of individual small components, (e.g., windowsills) on the interior or exterior surfaces.
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two

square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

- iv. During exterior treatment soil and playground equipment must be protected from contamination.
  - v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
  - vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
  - m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
  - n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EIBLLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
  - o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired

smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If any hearing-impaired person occupies the dwelling unit, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

#### ***12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA***

The Wichita Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Wichita Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 70 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

#### ***12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS***

- A. Correcting Initial HQS Fail Items

The Wichita Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the

inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Wichita Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 15 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. If the unit fails HQS upon reinspection, the participant will be advised to search for a different unit. No unit will be placed in the program until the unit meets the HQS requirements.

C. HQS Fail Items for Units under Contract

**12.6 LIFE-THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]**

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family

(whichever is responsible) of the corrections required. The responsible party must correct lifethreatening conditions within 24 hours of PHA notification.

PHA Policy

HUD defines the following deficiencies as life-threatening conditions:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking or a strong odor is detected with potential for explosion or fire or that results in a health risk if inhaled
- Any electrical problem or condition that could result in shock or fire
- A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed
- A light fixture is hanging by its wires
- A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day-to-day use of the unit
- A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed
- An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses
- A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections
- Any nicks, abrasions, or fraying of the insulation that exposes

conducting wire

- Exposed bare wires or electrical connections
- Any condition that results in openings in electrical panels or electrical control device enclosures
- Water leaking or ponding near any electrical device
- Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Any components that affect the function of the fire escape are missing or damaged
- Stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency
- The building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency
- Absence of a functioning toilet in the unit
- Inoperable or missing smoke detectors
- Inoperable carbon monoxide detector
- Missing, damaged, discharged, overcharged, or expired fire extinguisher (where required)
- Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting
- The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases
- A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside
- A fuel-fired space heater is not properly vented or lacks available combustion air
- A non-vented space heater is present
- Safety devices on a fuel-fired space heater are missing or damaged
- The chimney or venting system on a fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas

- Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 that is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit.

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the HQS in accordance with HUD requirements.

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations.

The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

#### WHA's list of life-threatening conditions

Broken locks on the first floor doors or windows

Security risks such as broken doors or windows that would allow intrusion

Broken windows that allow weather elements into the unit

Other conditions that pose an immediate threat to health or safety

#### **12-7 NON-LIFE-THREATENING CONDITIONS**

The WHA defines non-life-threatening conditions as any deficiency that would fail to meet the housing quality standards under 24 CFR 982.401 and do not meet the definition of life threatening provided in FR Notice 1/18/17.

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 24 days to correct the failed item(s). (Revised 6-26-2012)

If the owner fails to correct the HQS failed items after proper notification has been given, the Wichita Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Wichita Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

#### C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours. If not corrected in that time frame, the contract may be terminated immediately.
2. For non-emergency repairs, the owner will have up to 24 days to complete. (Revised 6-26-2012)

#### D. Extensions

At the sole discretion of the Wichita Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Wichita Housing Authority will abate the rent *back to the original extension date* and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

### **ANNUAL/BIENNIAL HQS INSPECTIONS [24 CFR 982.405 and 982.406; Notice PIH 2016-05]**

#### PHA Policy

Each unit under HAP contract must be inspected within 24 months of the last full HQS inspection.

The PHA will not rely on alternative inspection standards.

When a unit goes into abatement for the landlord's failure to mitigate the deficiency(ies), the frequency of inspections will return annually for a period of two years. If the unit passes all inspections it may return to a biennial frequency.

#### **Scheduling the Inspection**

#### PHA Policy

If an adult family member or another adult authorized by the family cannot be present on the scheduled date, the family should request that the PHA reschedule the inspection. The PHA and family will agree on a new inspection date that generally should take place within 5 business days of the originally-scheduled date. The PHA may schedule an inspection more than 5 business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, the PHA will automatically schedule a second inspection. If the family misses two scheduled inspections without PHA approval, the PHA 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.

### **12.9 OCCUPANCY PRIOR TO MEETING HQS**

The WHA will apply Occupancy Prior to Meeting HQS to all initial inspections for HCV and PBV. WHA will give the prospective tenant the right to accept or refuse the unit with the nonlife-threatening deficiency(ies). If they choose to accept the unit, WHA execute the HAP contract and reinspect the unit generally within 24 days, but under no circumstances longer than

30 days.

### ***12.10 ABATEMENT***

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Wichita Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

Abatements extending beyond 60 days will be referred to the Housing Leasing Specialist for HAP termination.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Wichita Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

### ***12.11 INCLEMENT COLD WEATHER PLAN***

A landlord may request Inclement Cold Weather Plan for Lead-Based Paint corrections during November 1 through March 31 to make corrections on the exterior of dwelling units. The request will be review on case-by-case basis and must be approved by the Housing Authority (Revised 6-26-2012)

### ***12.12 MINIMUM REQUIREMENTS FOR MAINTAINING VACANT DWELLINGS (20.04.055)***

The owner or manager of any vacant dwelling, or part of a dwelling, shall maintain the premises in a secure, clean and sanitary manner, complying with the following standards:

(2) Every window and exterior door shall be reasonably weather tight, watertight, and rodent proof and shall be maintained in good repair or boarded up in accordance with the provisions contained in section 20.04.055 (11).

(10). **Accessory Structures.** Accessory structures shall be kept in sound condition and good repair. The exterior of such structures shall be made weather resistant through The use of decay -resistance materials, or the application of paint or other approved preservatives.

(11) **Vacant Structures.** Every vacant residential building and accessory structures or vacant portion thereof shall be maintained in a secure condition to prevent entry by children, vagrants, or any unauthorized person. Buildings that are boarded at windows and / doors shall be boarded with a minimum of three - eighths inch grade plywood or equal, securely fastened to the window and / or door frames with nails and / or screws, and or bolted in a manner

approved by the superintendent of Central Inspection or his / her designee. All plywood or equal products used to board windows and / or doors shall be protected from the elements by the application of paint or other approved protective material and shall be maintained in a good state of repair. (Revised 2-8-05)

### ***12.13 ACCESSORY STRUCTURES ON LOT AT NEW LEASE-UP INSPECTIONS***

All attached or detached accessory structures such as garages, sheds, or other structures located on the same appraised lot or grounds where a new - lease - up dwelling unit is located shall be determined to be a part of the new - lease dwelling and the Section 8 client shall have full use and accessibility to such structures. If the accessory structure is determined not to be on the same lot and verified by the local appraisers office the Section 8 client shall not have use and accessibility to such accessory structures. (Revised 2-8-05)

### ***13.0 PARTICIPANT RESPONSIBILITIES***

Family primary mailing address must be the dwelling the Housing Authority is providing rental subsidy. Mail from the Housing Authority will be address to subsidized unit and it is the family responsibility to ensure that mail is accepted at this residence. (Revised 3-10-09)

Family must comply with Section 8 Program Participant Responsibilities form signed at initial leasing into the program and annual recertification. (Revised 3-10-09)

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the full amount to the Wichita Housing Authority. If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant must repay this amount in full or be terminated from the program. The participant retains the right to request an informal hearing. (Revised 11-18-2003)

### ***13.1 PARTICIPANT RESPONSIBILITIES TO COMPLY WITH REQUEST FOR ADDITIONAL BEDROOM FOR REASONABLE ACCOMMODATION***

Family must comply with the Request for a Reasonable Accommodation form signed by head-of-household according to their request. Not using the extra bedroom for its intended purpose is a violation of the Request for a Reasonable Accommodation and therefore is a violation of participant responsibilities and could lead to the termination of family's rental assistance. (Revised 6-26-2012)

## **14.0 RECERTIFICATION**

### ***14.0.1 CHANGES IN LEASE OR RENT***

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Wichita Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Wichita Housing Authority and the tenant of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Any such changes are subject to the Wichita Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Wichita Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Wichita Housing Authority is not required for changes other than those specified in A, B, or C above.

#### **14.1 ANNUAL REEXAMINATION**

At least annually the Wichita Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Wichita Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Wichita Housing Authority will determine the family's annual income and will calculate their family share.

##### **14.1.1 STREAMLINED ANNUAL REEXAMINATIONS [24 CFR 982.516(b)]**

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources. Fixed sources of income

include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources. If at least 90 percent of the family's income is from fixed sources, the PHA may streamline the verification of fixed income and may choose whether to verify non-fixed income amounts in years where no fixed-income review is required. If the family receives less than 90 percent of its income from fixed sources, the PHA may streamline the verification of fixed income and must verify non-fixed income annually.

#### PHA Policy

The PHA will streamline the annual reexamination process by applying the verified COLA or interest rate to fixed-income sources. The PHA will document in the file how the determination that a source of income was fixed was made. If a family member with a fixed source of income is added, the PHA will use third-party verification of all income amounts for that family member. If verification of the COLA or rate of interest is not available, the PHA will obtain third party verification of income amounts. Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter. Third-party verification of non-fixed income will be obtained annually regardless of the percentage of family income received from fixed

#### **14.1.2 Effective Date of Rent Changes for Annual Reexaminations**

The new family share will generally be effective upon the anniversary date with 30 days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

#### **14.1.2 Missed Appointments**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Wichita Housing Authority taking action to terminate the family's assistance.

## 14.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families are required to report within 14 days any changes in income, which represents a 10%, or greater increase and all decreases in allowable expenses between annual reexaminations. (Revised 11-18-2003)

Families are required to report the following changes to the Wichita Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Family break-up

In circumstances of a family break-up, the Wichita Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Wichita Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Wichita Housing Authority will make determinations on a case-by-case basis. A separate voucher may be issued to the family member(s) leaving the unit.

The Wichita Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.2.

- D. Adding Member to Household

In order to add a household member other than through birth or adoption (including a live-in aide – maximum 1 bedroom) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. (Revised 11-18-2003)

The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Wichita Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Wichita Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Request to add an adult (18 years and older) to the household that is not through marriage or live-in aide may be denied. The individual must be able to demonstrate they have a previous residence they left in good standing. Adding an adult to the household to provide a place to live is not acceptable. (Revised 11-18-2003)

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Wichita Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

#### E. Live-In Aide

Live-in Aide as defined by Housing Choice Voucher Program (24 CFR 5.403) is a person who resides with one or more elderly persons or near-elderly persons or persons with disabilities and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

Family requesting an additional bedroom space to accommodate Live-in Aide must complete the “Request for a Reasonable Accommodation” form and have their physician complete and both must sign the document. (Revised 6-26-2012)

Written certification from doctor or rehabilitation agency that care is necessary to employment of household member. For household members who require an attendant not for employment but simply to assist in activities of daily living. The doctor or rehabilitation agency letter must state the care that will be provided, length of time, and services that will be provided to the household member.

Relative to act as live-in aide must provide that:

1. The live-in aide is qualified to provide the needed care.
2. The live-in aide was not part of the household prior to receiving program assistance or receiving assistance as household member.
3. The individual can demonstrate they have a previous residence they left in good standing.
4. The aide and the participant will maintain separate finances.
5. The aide understands that the voucher belongs to the existing holder and they are not entitled to voucher for any reason.
6. The aide meets eligibility and screening criteria.

#### Eligibility and Screening of Live-In Aide

The Wichita Housing Authority may refuse a particular individual as the live-in aid if:

1. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
2. The person commits drug-related criminal activity, felony crime, or violent criminal activity; or
3. The person currently owes rent or other amounts to the Wichita Housing Authority or to another PHA in connection with Housing Choice Voucher Program or public housing assistance under the 1937 Act.

The need and eligibility of a live-in aide will be verified annually at recertification time of the household member. The live-in aide must meet the requirement of a one-bedroom accommodation only. (Revised 11-18-2003)

The need and eligibility for an additional bedroom for Live-In Aide will be verified during an annual or quality inspection of the unit. Not utilizing the extra bedroom for its intended purpose is a violation of the Program Participant Responsibilities and could lead to the termination of the family rental assistance. (Revised 6-26-2012)

#### F. Additional Bedroom for Reasonable Accommodation for Medical Equipment/Supplies or an Apparatus

A family requesting an additional bedroom for medical equipment/supplies or an apparatus that the participant or family member has a disability-based need for the requested accommodation and the resident's condition conforms to the legal definition of "blind" or "disabled".

A family requesting additional space to accommodate necessary medical equipment/supplies or an apparatus must complete the "Request for a Reasonable Accommodation" form and have their physician complete and both must sign the document.

An extra bedroom for medical equipment/apparatus/supplies must be used for the intended purpose identified in the request for additional bedroom subsidy. The medical equipment/apparatus/supplies must be the primary reason for the request. Failure to

comply with the approved request may reduce the family subsidy standard and corresponding payment standard at the family's next annual recertification or family may be terminated from the program for misuse of additional bedroom subsidy. The equipment, medical supplies and/or apparatus for the extra room should require floor spacing of full size bed at least 4.5'x6.5' (approximately 30 square feet) of floor spacing.

The need and eligibility for an additional bedroom for medical equipment/apparatus and/or equipment will be verified during an annual or quality inspection of the unit. Not utilizing the extra bedroom for its intended purpose is a violation of the Program Participant Responsibilities and could lead to the termination of the family rental assistance.

All requests for special accommodations must be approved by the Housing Authority.  
(Revised 6-26-2012)

**G. Additional Bedroom for Reasonable Accommodation for a Child or Spouse that cannot share a room for Medical Reasons**

A family requesting an additional bedroom for a child or spouse that cannot share a room for medical reasons that the participant or family member has a disability-based need for the requested accommodation and the resident's condition conforms to the legal definition of "blind" or "disabled".

The need and eligibility for an additional bedroom for child or spouse must be used as a bedroom for this individual. The primary purpose is a sleeping room for the individual that the request was made.

The additional bedroom will be verified by the Wichita Housing Authority during an annual or quality inspection of the unit. Not using the bedroom for its intended purpose is a violation of the Program Participant Responsibilities and could lead to the termination of the family rental assistance.

All requests for special accommodations must be approved by the Housing Authority.  
(Revised 6-26-2012)

### **14.2.1 Special Reexaminations**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Wichita Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

### **14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family cause's delays, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE WICHITA HOUSING AUTHORITY**

The Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Wichita Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family commits drug-related or violent criminal activity.
- E. You or any members of your household may not engage in or arrested for drug-related criminal activity (misdemeanor or felony); arrested or commit a felony crime; or other violent criminal activity.

Evidence of felony or drug related criminal activity by a household member as determined by Housing Authority based on preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity (24 CFR 982.553(b)(iii)(c)).  
(Revised 2-7-2012)

- F. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- F. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- G. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

- H. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. All amounts must be paid in full immediately to the Housing Authority or owner. (Revised 11-18-2003)
- I. If the family fails to report income that is discovered through the Upfront Income Verification System. Housing Authority will obtain 3<sup>rd</sup> party verification and reconcile the amount owed by the family. The reconciliation will include the current year plus two calendar years in determining the amount the family owes to the Housing Authority. The family will be provided a warning (intent to terminate) letter to pay the full amount owed within 14-days from the date of the letter. If the family fails to pay during this time frame the family will be mailed a termination letter for fraud and overpayment. (Revised 2-8-05)
- J. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- K. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- L. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Wichita Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- M. A family may have guest(s) in their unit up to 30 days. Guest living in the units passed 30-days is determined by the Housing Authority as unauthorized person residing within the unit. This is fraud as rental payment is being provided for a family or non-family member not listed with the family composition. The Housing Authority generally received calls for an anonymous individual who has contacted the Housing Authority directly or other government agencies such as: City Manager Office, Mayor Office or Congressional hotline. The Housing Authority will attempt to substantiate this information by two sources when possible before meeting with the family about the information provided. The family may be provided a warning (intent to terminate) letter that gives them 14-days to refute or resolve the matter. A termination letter may be mailed if sources substantiate that an authorized person is living within the unit. (Revised 2-8-05)
- N. Client/Tenant inspection failed items must be completed timely within 1-day (life-threatening deficiency) or 24-days. Maximum of two inspections trips for each inspection types.

**TERMINATION OF VOUCHER POLICY**

**Other Authorized Reasons for Termination of Assistance**

**[24 CFR 982.552(c), 24 CFR 5.2005(c)]**

***Insufficient Funding [24 CFR 982.454]***

The PHA may terminate HAP contracts if the PHA determines, in accordance with HUD

requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

### PHA Policy

The PHA will determine whether there is sufficient funding to pay for currently assisted families. If the PHA determines there is a shortage of funding, prior to terminating any HAP contracts, the PHA will determine if any other actions can be taken to reduce program costs.

In the event that the PHA decides to stop issuing vouchers as a result of a funding shortfall, and the PHA is not assisting the required number of special purpose vouchers (NED families, HUD-Veterans Affairs Supportive Housing (VASH) families, when the PHA resumes issuing vouchers, the PHA will issue vouchers first to the special purpose voucher families on its waiting list until it has reached the required number of special purpose vouchers, when applicable.

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the PHA will terminate HAP contracts as a last resort.

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

If the PHA must terminate HAP contracts due to insufficient funding, the PHA will do so in accordance with the following criteria and instructions:

Families comprising the required number of special purpose vouchers, including nonelderly disabled (NED), HUD-Veteran's Affairs Supportive Housing (HUD-VASH) will be the last to be terminated.

### **Repayment of Family Debts**

#### PHA Policy

If a family owes amounts to the PHA, as a condition of continued assistance, the PHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the PHA of the amount owed.

### **High Cost Vouchers**

#### PHA Policy

Families with the highest cost of vouchers will be terminated.

### **APPROACH TO TERMINATION OF ASSISTANCE**

#### **OVERVIEW**

The PHA is required by regulation to terminate a family's assistance for certain actions or inactions of the family. For other types of actions or inactions of the family, the regulations give the PHA the authority to either terminate the family's assistance or to take another action. This part discusses the various actions the PHA may choose to take when it has discretion, and

outlines the criteria the PHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notification to the family of the PHA's intent to terminate assistance.

### **METHOD OF TERMINATION [24 CFR 982.552(a)(3)]**

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, or
- Refusing to process a request for or to provide assistance under portability procedures.

### **ALTERNATIVES TO TERMINATION OF ASSISTANCE**

#### **Change in Household Composition**

As a condition of continued assistance, the PHA may require that any household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)].

#### PHA Policy

As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and will not be permitted 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 PHA request.

### **CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE**

#### **Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]**

If the family includes a person with disabilities, the PHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

#### PHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance.

### **15.1 TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

This section describes the protections against termination of assistance that the Violence against Women Act of 2013 (VAWA) provides for victims of domestic violence, dating violence, sexual assault and stalking. For general VAWA requirements, key VAWA definitions, and PHA policies pertaining to notification, documentation, and confidentiality.

## **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. (*Note:* 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 discussed under the next heading.)

First, VAWA provides that a PHA 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 the PHA, 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 he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.354(b)(4)].

Second, 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 [24 CFR 5.2005(c)(1)].

Third, 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 [24 CFR 5.2005(c)(2)].

Fourth, it gives PHAs 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 [24 CFR 5.2009(a)].

### **Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]**

VAWA does not limit the authority of a PHA to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault or stalking so long as the PHA does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of a PHA to terminate the assistance of a victim of domestic violence, dating violence, sexual assault or stalking if the PHA 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 [24 CFR 5.2005(d)(2)].

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- 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 [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim’s assistance “only when there are no other actions that could be taken to reduce or eliminate the threat” [24 CFR 5.2005(d)(3)].

PHA Policy

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the PHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault or stalking;

Whether the threat is a physical danger beyond a speculative threat;

Whether the threat is likely to happen within an immediate time frame;

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat.

If the participant wishes to contest the PHA’s determination that he or she is an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

**Documentation of Abuse [24 CFR 5.2007]**

PHA Policy

When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, the PHA will request that the individual provide documentation supporting the claim. The PHA 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 the PHA will document the waiver in the individual’s file.

**Terminating the Assistance of a Domestic Violence Perpetrator**

Although VAWA provides protection against termination of assistance for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives the PHA 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” [24 CFR 5.2009(a)]. 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 the PHA 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 the PHA must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family [3/16/07 *Federal Register* notice on the applicability of VAWA to HUD programs].

If the perpetrator remains in the unit, the PHA continues to pay the owner until the PHA terminates the perpetrator from the program. The PHA must not stop paying HAP until 30 days after the owner bifurcates the lease to evict the perpetrator. The PHA may pay HAP for the full month if the 30-day period will end mid-month [Notice PIH 2017-08].

If the perpetrator is the only participant eligible to receive assistance, the PHA will provide any remaining participant a chance to establish eligibility for the program. If the remaining participant cannot do so, the PHA will provide them with 30 days to establish eligibility for another housing program prior to termination of the HAP contract.

### PHA Policy

The PHA will terminate assistance to a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the assistance of the remaining, nonculpable family members.

In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the PHA by the victim. The PHA may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member.

If the PHA does terminate the assistance of the culpable family member, it will do so in accordance with applicable law, HUD regulations, and the policies in this plan.

## **16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### ***16.1 COMPLAINTS***

The Wichita Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Wichita Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

The complainant shall present any complaint within five (5) days either orally or in writing, to the office of the Wichita Housing Authority so that the complaint may be discussed informally in an attempt to settle without a hearing. Upon receipt of a complaint, the Housing Authority will schedule a private conference between the complainant and the Section 8 Coordinator, the Director of Housing Services, or his

designee. A summary of the private conference and the resulting decision shall be prepared within two working days. One copy shall be given to the resident and one copy shall be retained in the Wichita Housing Authority resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a review in accordance with section 16.2 may be obtained if the complainant is not satisfied.

## **16.2 INFORMAL REVIEW FOR THE APPLICANT**

### **A. Informal Review for the Applicant**

The Wichita Housing Authority will give an applicant for participation in the Section 8 Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Wichita Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

### **B. When an Informal Review is not Required**

The Wichita Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Wichita Housing Authority subsidy standards.
2. A Wichita Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
3. A Wichita Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Wichita Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Wichita Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Wichita Housing Authority.

### **C. Informal Review Process**

The Wichita Housing Authority will give an applicant an opportunity for an informal review of the Wichita Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Wichita Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Wichita Housing Authority decision.
3. The Wichita Housing Authority will notify the applicant of the Wichita Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Wichita Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Wichita Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the

*Notice of Denial or Termination of Assistance*, or have the INS appeal decision to request the review.

### **16.3 INFORMAL HEARINGS FOR PARTICIPANTS**

A. When a Hearing is Required

1. The Wichita Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Wichita Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Wichita Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Wichita Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Wichita Housing Authority subsidy standards.
  - d. A determination that a Housing Choice Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Wichita Housing Authority subsidy standards, or the Wichita Housing Authority determination to deny the family's request for an exception from the standards.
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Wichita Housing Authority policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Wichita Housing Authority will give the opportunity for an informal hearing before the Wichita Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Wichita Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Wichita Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Wichita Housing Authority schedule of utility allowances for families in the program.
4. A Wichita Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A Wichita Housing Authority determination not to approve a unit or lease.
6. A Wichita Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Wichita Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Wichita Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Wichita Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A) (1) (a), (b), and (c) of this Section, the Wichita Housing Authority will notify the family that the family may ask for an explanation of the basis of the Wichita Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Wichita Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

- a. Contain a brief statement of the reasons for the decision; and
- b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Wichita Housing Authority and participants will adhere to the following procedures:

1. Discovery

- a. The family will be given the opportunity to examine before the hearing any Wichita Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Wichita Housing Authority does not make the document(s) available for examination on request of the family, the Wichita Housing Authority may not rely on the document at the hearing.
- b. The Wichita Housing Authority will be given the opportunity to examine, at the Wichita Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Wichita Housing Authority will be allowed to copy any such document at the Wichita Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Wichita Housing Authority, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Wichita Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Wichita Housing Authority hearing procedures.

4. Evidence

The Wichita Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Wichita Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Wichita Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Wichita Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Wichita Housing Authority determines that it is not bound by a hearing decision, the Wichita Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.
- d. The informal hearing process relative to reinstatement of rental assistance is the final appeal process available through the Wichita Housing Authority.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority

may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Wichita Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Wichita Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## **17.0 TERMINATION OF THE LEASE AND CONTRACT**

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The Wichita Housing Authority may terminate the HAP contract. Under some circumstances the contract automatically terminates.

A. Termination of the Lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Wichita Housing Authority after the initial lease

term. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

a. The owner may terminate the lease during its term on the following grounds:

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

iv. Any drug-related or violent criminal activity on or near the premises;

v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Wichita Housing Authority a copy of any owner eviction notice to

the tenant at the same time that the owner gives the notice to the tenant.

- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

- B. Termination of the Contract

1. Automatic termination of the contract

- a. If the Wichita Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Wichita Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Wichita Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Wichita Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:

- i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.
  - g. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.
4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Wichita Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Governing Board for the Wichita Housing Authority authorizes the Executive Director to expend without prior Board approval up to \$10,000 for authorized expenditures.

Any item(s) exceeding \$10,000 will require prior governing board approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the Wichita Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

## **20.0 WICHITA HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Wichita Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with Federal regulation, the Wichita Housing Authority will do the following:

- A. The Wichita Housing Authority will make available through the briefing process both orally and in writing the availability of Wichita Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Wichita Housing Authority will obtain the services of an independent entity to perform the following Wichita Housing Authority functions:
  - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Wichita Housing Authority.
  - 2. To assist the family in negotiating the rent.
  - 3. To inspect the unit for compliance with HQS.
- C. The Wichita Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
- D. The Wichita Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Wichita Housing Authority, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

## **21.0 QUALITY CONTROL OF SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, the Wichita Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. A supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person shall accomplish this. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

## **22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

### **A. New HAP Contracts**

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

### **B. Over-FMR Tenancy**

If the Wichita Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy shall be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

### **C. Voucher Tenancy**

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

### **D. Regular Certificate Tenancy**

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

## **23.0 MISCELLANEOUS**

### *23.1 RECORD RETENTION*

#### A. Record Retention Of Client Files

The Lease, HAP Contract, and Tenant application will be kept during terms of assisted lease, and three (3) years thereafter or after satisfaction of debt, whichever period is longer or until any audit findings have been cleared.

#### B. Reasonability Of Information Requested From WHA

Any information made available must be reasonable, so that examination of any WHA records does not jeopardize WHA operations.

### *23.2 REPAYMENTS*

#### A. Recoupment Of Housing Assistance Payments (HAP)

1. If the family has relocated, or vacated the unit, the amount due WHA will be:
  - a. Deducted from the next month's Housing Assistance Payment (HAP) if the owner has more than one (1) tenant; or
  - b. Deducted from the next month's Housing Assistance Payment (HAP) if the owner participates in one (1) of the other Section 8 programs; or
  - c. Collected from the owner. If the owner does not have any additional properties in the program, the WHA will notify the owner by mail that there are monies due the WHA for previous tenants.
  - d. The owner can either return the issued check or submit a personal check, money order, or cash, within thirty (30) days.
  - e. In the case where the amount owed is substantial, WHA can, at its discretion, enter into a repayment agreement.
2. If the monies have not been returned within thirty (30) days, the case will be forwarded to the City of Wichita Law Department for processing.

3. WHA will not execute a new HAP Contract with any owner who still owes the WHA any monies.

### **23.3 CONFLICT OF INTEREST**

- A. The following classes of persons may not have any direct or indirect interest in the HAP contract:
  1. Any present or former member or officer of the WHA (except a participant commissioner).
  2. Any employee of the WHA, or any contractor, subcontractor or agent of the WHA, who formulates policy or who influences decisions with respect to the programs.
  3. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs.
  4. Any member of the Congress of the United States.
- B. The prohibition of such interest shall apply during tenure as a member of such classes, and for one (1) year thereafter.
- C. The owner must certify that no person has or will have a prohibited interest, at execution of the HAP contract, or during the HAP contract term.
- D. The owner shall be responsible for assuring that any member of such classes promptly discloses their interest or prospective interest to the WHA and HUD.

## **24.0 SPECIAL PROGRAMS – ALL OPERATED IN ACCORDANCE WITH SECTION 8 ADMINISTRATIVE PLAN AND RESPECTIVE GRANT AGREEMENTS AND REGULATIONS**

### **24.1 MAINSTREAM PROGRAM**

Periodically, housing choice voucher funding is available to PHAs and nonprofit organizations that provide services to disabled families. The housing choice voucher assistance enables elderly and non-elderly persons with disabilities, who often face difficulties locating suitable and accessible housing on the private market, to lease affordable housing of their choice.

Housing choice vouchers are available to eligible disabled families regardless of the type of disability; preferences based on type of disability are prohibited. Recipients for this assistance are selected from the regular housing choice voucher waiting list.

The Wichita Housing Authority's admission policy utilizes the preferences system to pull eligible families for the Mainstream Program. Applicants from this preference are

selected from the waiting list in sequence according to the date and time of their applications. Applicant that qualifies for this preference may be issued a housing choice voucher before an applicant that applied earlier but has no preference.

#### *24.2 FOSTER YOUTH TO INDEPENDENCE*

The US Department of Housing and Urban Development Notice PIH 2019-20 (HA) titled Tenant Protection Vouchers for Foster Youth to Independence Initiative details the requirements for eligible participants. Youth must be at least 18 years old, but no older than 24 years old. The WHA will partner with the Department of Children and Families (DCF) and Impact ICT – Continuum of Care to identify youth who are eligible for the Foster Youth to Independence initiative. The agreement will define Family Unification Program (FUP) eligible youth, list supportive services to be provided, the WHA’s responsibilities including accepting youth who have been certified by the DCF, and if the youth are eligible for the Housing Choice Voucher program. The agreement shall address the DCF’s responsibilities and those of the CoC’s.

#### *24.3 FAMILY SELF SUFFICIENCY*

##### *A. Purpose and Objectives*

The Family Self-Sufficiency (FSS) Program has been established to promote the development of local strategies that will coordinate the use of the Section 8 Housing Assistance Program with public and private resources to enable families eligible for or receiving assistance under the Section 8 program to achieve economic independence and self-sufficiency.

The objective of the FSS program is to reduce the dependency of low-income families on welfare assistance and on Section 8, public, or any Federal, State, or local rent or homeownership subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social services assistance, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency.

##### *B. Applicability of this Section*

This program will be made available to all participants in the Section 8 certificate and voucher programs.

The Wichita Housing Authority’s offers several homeownership programs such as: S8 Homeownership, Public Housing Homeownership and Homeownership 80 programs. Admission policy to the Family Self-Sufficiency Program shall utilize homeownership goals as a preference system to enroll eligible families into the Family Self-Sufficiency Program. Clients are selected from the FSS Program Section 8 Participant Interest Statement list in sequence according to the date and time of their Interest Statement submittal. Clients that qualify for this preference may be enrolled in Family Self-Sufficiency program before other clients that have been added to the Participant Interest Statement list that applied earlier but have no preference.

- C. The Wichita Housing Authority will operate a voluntary minimum program of 200 participating families.
- D. The WHA will operate the program in accordance with an Action Plan developed in accordance with 24 CFR 982.201 and approved by the Department of Housing and Urban Development.
- E. WHA has established a Program Coordinating Committee (PCC), whose functions will be to assist the WHA in securing commitments of public and private resources for the operation of the FSS program, including assistance in developing the Action Plan and in implementing the program. Membership of the PCC will include, but not be limited to representatives of the WHA, local agencies responsible for implementing job training programs, SRS, public and private education or training institutions, nonprofit services providers, private businesses, and other public and private service providers with resources to assist the FSS program.
- F. Procedures by which families will be selected to participate in this program will be described in the Action Plan.
- G. Each family that is selected to participate in the FSS program must enter into a contract of participation with the Wichita Housing Authority.
  - 1. The contract of participation, which incorporates the individual training and services plan(s), shall be in a form prescribed by HUD.
  - 2. The individual training and services plan shall establish specific interim and final goals by which the WHA, and the family, may measure the family's progress toward fulfilling its obligations under the contract of participation, and becoming self-sufficient. For each participating FSS family that is a recipient of welfare assistance, the plan must include as an interim goal that the family will become independent from welfare assistance and remain independent from welfare assistance at least one year before the expiration of the term of the contract of participation, including any extension.
  - 3. The contract of participation shall provide that one of the obligations of the FSS family is to comply with the terms and conditions of the Section 8-assisted lease.
  - 4. The head of the FSS family shall be required under the contract of participation to seek and maintain suitable employment during the term of the contract and any extension thereof.
    - a. The obligation to seek employment means that the head of the FSS family has applied for employment, attended job interviews, and has otherwise followed through on employment opportunities.

- b. A determination of suitable employment shall be made by the WHA based on the skills, education, and job training of the individual that has been designated the head of the FSS family, and based on the available job opportunities in the Wichita area.
- 5. The contract of participation shall specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract of participation, which includes compliance with the Section 8-assisted lease the WHA may:
  - a. Withhold the supportive services;
  - b. Terminate the family's participation in the FSS program; or
- 6. The contract of participation shall provide that each FSS family will be required to fulfill those obligations to which the participating family has committed itself under the contract of participation no later than 5 years after the effective date of the contract.
- 7. The WHA will extend the term of the contract of participation for a period not to exceed two years for any FSS family that requests, in writing, an extension of the contract, provided that the PHA finds that good cause exists for granting the extension. "Good cause" means circumstances beyond control of the FSS family, as determined by the WHA, such as a serious illness or involuntary loss of employment.
- 8. The WHA and the FSS family may mutually agree to modify the contract of participation in writing with respect to the individual training and services plans, the contract term, and designation of the head of family.
- 9. The contract of participation is considered to be completed, and a family's participation in the FSS program is considered to be concluded when one of the following occurs:
  - a. The FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term; or
  - b. 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on the WHA's occupancy standards.
- 10. The contract of participation is automatically terminated if the family's section 8 assistance is terminated in accordance with HUD requirements. The contract of participation may also be terminated before the expiration of the contract term by:
  - a. Mutual consent of the parties;

- b. The failure of the FSS family to meet its obligations under the contract of participation without good cause;
  - c. The family's withdrawal from the FSS program;
  - d. Other act as is deemed inconsistent with the purpose of the FSS program; or
  - e. Operation of law.
11. An FSS escrow account will be established for each family participating in the FSS Program. During the term of the Contract of Participation, the WHA will credit to the FSS account, the amount of the FSS credit determination in accordance with 24 CFR 984.305. It is realized that when the family initially enters the FSS Program, there will be no escrow account credit.
- a. The WHA will report annually to each FSS family on the status of the FSS account.
  - b. Additional credits to the family's FSS account will cease when the family has completed the contract of participation or when the contract of participation is terminated.
  - c. The amount in an FSS account, in excess of any amount owed to the WHA, will be paid to the head of the FSS family when the contract of participation has been completed as described in Number 9 above, and if, at the time of contract completion, the head of the FSS family submits to the WHA a certification that no member of the FSS family is a recipient of welfare assistance. The WHA will verify this certification with the respective welfare agency.
  - d. If WHA determines that the FSS family has fulfilled its obligations under the contract of participation before the expiration of the contract term, and the head of the FSS family submits a certification that no member of the FSS family is a recipient of welfare assistance, the amount in the family's FSS account, in excess of any amount owed to the WHA by the FSS family shall be paid to the head of the FSS family.
  - e. If the WHA determines that the FSS family has fulfilled certain interim goals and needs a portion of the FSS account funds for purposes consistent with the contract of participation, such as completion of higher education or job training, or to meet startup expenses involved in creation of a small business, the WHA, at its option, may disburse a portion of the funds from the family's FSS account to assist the family in meeting those expenses. Wichita

Housing Authority can allow disbursement up to 50% of escrow balance. (Revised 12-12-06)

- f. Funds may also be disbursed for use with the Section 8 homeownership program.
  - g. If the head of the FSS family ceases to reside with other family members in the Section 8-assisted unit, the remaining members of the FSS family, after consultation with the WHA, shall have the right to designate another family member to receive the funds under d. or e., above.
12. Amounts in the FSS account will be forfeited upon the occurrence of the following:
- a. The contract of participation is terminated as described in Number 10, above.
  - b. The contract of participation is completed, but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation.

#### 24.5 HOMEOWNERSHIP PROGRAM

##### A. Purpose and Objectives

This Homeownership Program will be administered by the WHA in accordance with Section 8(y) of the 1937 Housing Act and the implementing regulations. Under this program, families can be assisted with the purchase of a home through 1) housing assistance payments that can be applied to the family's regular mortgage payment or 2) in the form of down payment assistance grants for down payment and/or reasonable and customary closing costs in connection with the purchase of a home. **(Implementation of the down payment assistance grant option will not be available until HUD publishes a notice in Federal Register)** It is the purpose of this program to encourage homeownership among families which meet Section 8 income guidelines, but who may not otherwise be able to move from tenancy to ownership. The availability of these assistance payments helps the family pay the costs of homeownership, and may provide additional assurance for a lender, so that the family can finance the purchase of the home.

##### B. Applicability of this Section

The Section 8 Homeownership Program is one component of the Section 8 Voucher program and is generally governed by the Section 8 Voucher Program regulations and procedures. However, where inconsistencies may exist between other sections of the Administrative Plan and this Section 56, the rules, policies,

and procedures of this section shall take precedence in the administration of the Section 8 Homeownership Program.

C. Implementation

The Wichita Housing Authority implemented the Section 8 Homeowner Program in 2001. This program is designed to assist Section 8 tenants purchase a home of their choice by applying the voucher amount to the monthly mortgage payment. (Revised 12-12-06)

D. Briefing Sessions

At all Section 8 Homeownership briefing sessions, the Wichita Housing Authority will explain:

1. Where the family may purchase a unit;
  2. How portability works;
  3. The advantages of purchasing in an area that does not have a high concentration of poor families; and
  4. FSS Program
- (Revised 12-12-06)

E. Program Features

1. First-time homeowner requirement.  
This program will be limited to first-time homeowners. “First time homeowner” precludes any present ownership interest in any residence or in the last three years. However, a family may purchase a unit that it has occupied under a lease-purchase agreement. The term “first-time homeowner” includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse. A family of which one or more members owns membership shares in a cooperative may also be considered a first-time homeowner and may receive assistance under this homeownership option.

“First-time homeowner” shall also include a family of which a family member is a person with disabilities, and such person needs the use of the homeownership option as a reasonable accommodation so that the program is readily accessible to and usable.

The head of household, and any spouse of the head of household, that has previously defaulted on a mortgage obtained through this homeownership program are barred from receiving future Section 8 homeownership assistance.

2. Condition of Home  
Homes purchased under this program must meet the quality condition standards established by the Wichita Housing Code. In addition the buyer must hire an independent professional home inspector to inspect and identify physical defects and the condition of the major building systems and components. A copy of the independent inspection report must be

given to the Wichita Housing Authority. The Wichita Housing Authority may disapprove the unit for assistance based on the inspection report.

3. Homeownership Training

All applicants will be enrolled and complete designated homeownership training and counseling program. The pre-assistance training and counseling program will cover: Home maintenance (including care of the grounds), budgeting and money management, credit counseling, how to negotiate the purchase price of a home, how to get homeownership financing (including pros and cons of different types of financing), how to find a home (including information about homeownership opportunities, school, and transportation), and advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas, information on fair housing, and information about the Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

4. Maintenance Reserve Program

Participants in the Section 8 Homeownership Program are encouraged to participate in a Maintenance Reserve Insurance Program (MRIP). Participation will require a monthly premium payment to pay for maintenance insurance to cover the cost of extraordinary maintenance expenses (Hot water tanks, furnaces, etc.). (Revised 12-12-06)

5. Portability

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of the Wichita Housing Authority's jurisdiction if the receiving PHA is administering a Section 8 homeownership program and is accepting new families into its homeownership program. The receiving PHA may absorb the homeownership family or bill the Wichita Housing Authority for the homeownership housing assistance using the normal portability billing process.

The family will be required to attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for and the physical condition of the unit are acceptable.

6. Family Self-Sufficiency

Any family that participates in the Wichita Housing Authority's Family Self-Sufficiency program shall have the option of participating in this Section 8 homeownership program, subject to all other conditions being met. If homeownership has been identified as a goal in the FSS contract of

participation, WHA may allow the advancement of a portion of the escrow account accrued to the family for down payment, closing costs, or other cost deemed appropriate for goal completion. (Revised 12-12-06)

7. Statement of Homeowner Obligations

Before commencement of homeownership assistance, the family must execute a statement of family obligations in a form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

8. Period of Assistance

a) Monthly Homeownership Assistance Payments

Except for elderly and disabled families, Section 8 homeownership assistance will be available for a maximum of 15 years if the initial mortgage incurred to finance the purchase of the home is 20 years or longer. In all other cases, the maximum term of homeownership assistance is 10 years. In the case of an elderly family, this exception is only applied if the family qualifies as an elderly family at the commencement of the homeownership assistance. In the case of a disabled family, this exemption applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

OR

b) Single Down Payment Assistance Grant (when available)

A single payment will be provided based on eligibility at the time of closing for purposes identified in the other sections relating to down payment and closing costs. No further Section 8 assistance will be received following the dispersal of the Down Payment Assistance Grant.

F. Eligibility and Selection

1. Section 8 Eligibility Criteria

Applicants for the homeownership option must meet all of the requirements for participation in the Section 8 Tenant Based Voucher program.

2. Family Self-Sufficiency Required

Applicants must have completed a Family Self-Sufficiency (FSS) Contract of Participation and actively participating in the Section 8 FSS Program. (Revised 12-12-06)

3. Income Requirements

Applicants will be required to demonstrate sufficient income to meet a minimum income standard, which is intended to assure that the family, will

have sufficient income to pay homeownership and other family expenses not covered by the Section 8 subsidy.

a) Non-disabled family at a minimum, the gross annual income of the adult family members who will own the home at commencement of homeownership assistance must equal at least the Federal minimum hourly wage multiplied by 2,000 hours. This requirement only applies at the time of the initial determination of eligibility.

b) Disabled family the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplies by 12.

Except for the elderly or disabled family, income counted toward meeting this requirement may not include welfare assistance. For elderly or disabled families, welfare assistance shall count in determining whether the family meets the minimum income requirements for homeownership assistance.

The disregard of welfare assistance only affects the determination of minimum monthly income used to determine if a family initially qualifies for commencement of homeownership assistance, but does not affect:

- a) The determination of income-eligibility for admission to the voucher program;
- b) Calculation of the amount of the family's total tenant payment; or
- c) Calculation of the amount of homeownership assistance payments on behalf of the family.

#### 4. Employment

Except for elderly or disabled families, the family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (not less than an average of 30 hours per week), and has been continuously so employed during the year before commencement of the homeownership assistance for the family.

The Wichita Housing Authority will consider this requirement to have been met by successive employment during the year in there has not been more than one break in employment of two weeks or more. The WHA will also consider this requirement to be met by self-employment in a business.

This requirement shall not apply for an elderly family or disabled family. Furthermore, if a family which is not elderly or disabled includes a person with disabilities, the Wichita Housing Authority may grant an exemption from the employment requirement if the WHA determines that persons need an exemption as a reasonable accommodation so that the program is readily accessible to and usable with disabilities in accordance with 24 CFR part 8.

5. First-time Homeowner Requirement.

This program will be limited to first-time homeowners. “First time homeowner” precludes any present ownership interest in any residence or in the last three years. However, a family may purchase a unit that it has occupied under a lease-purchase agreement. This program may also provide assistance to a family that owns or is acquiring shares in a cooperative. A family that is a first time cooperative homeowner or a family that owned their cooperative unit prior to receiving Section 8 assistance may use it.

The term “first-time homeowner” includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

This requirement shall not preclude a family receiving homeownership assistance from moving to another home with continued Section 8 homeownership assistance within the 15- or 10-year limit of assistance, which shall be cumulative. However, the head of household, and any spouse of the head of household, that has previously defaulted on a mortgage obtained through this homeownership program are barred from receiving future Section 8 homeownership assistance.

6. Homeownership Training and Counseling

Prior to receipt of Section 8 homeownership assistance the family must attend and satisfactorily complete the pre-assistance training and counseling program. The pre-assistance training and counseling program will cover, but not be limited to:

- a) Home maintenance (including care of the grounds);
- b) Budgeting and money management;
- c) Credit counseling;
- d) How to negotiate the purchase price of a home;
- e) How to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- f) How to find a home, including information about homeownership opportunities, school, and transportation; and
- g) Advantages of purchasing a home in an area that do not have a high concentration of low-income families and how to locate homes in such areas.
- h) Information on fair housing.
- I) Information about the Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

7. Prior Participation in Homeownership Option

A homeowner family may purchase another home with Section 8 assistance if their assistance was received as housing assistance payments and not down payment assistance grant. The subsequent purchase must immediately follow the sale of previous home that family received housing assistance payments. Except for the first-time homeowner requirement, all homeownership requirements applicable to the first home purchase remain applicable to any subsequent purchase, and the cumulative assistance shall not exceed the 15 or 10-year limit on Section 8 homeowner assistance.

However, a family that includes an individual who was an adult member of a family that previously received either of the two form homeownership assistance may not receive the other form of homeownership from WHA regardless of whether original assistance was received from another PHA.

Furthermore, WHA will not provide homeownership assistance for a family if any member was an adult member of a family at the time when such family received assistance under the homeownership option and that has previously defaulted on a mortgage obtained through this homeownership program is barred from receiving future Section 8 homeownership assistance.

#### 8. Calculation of Amount of Assistance

##### A) Homeownership Assistance Payments

The amount of assistance to be provided to the applicant family will be calculated using a modified voucher program payment standard approach. While the family is residing in the home, the Wichita Housing Authority shall pay a monthly homeownership payment to the family that is equal to the lower of:

- a. The payment standard minus the total tenant payment; or
- b. The family's monthly homeownership expenses minus the total tenant payment.

The payment standard for the family is the lower of:

- a. The payment standard for the family unit size; or
- b. The payment standard for the size of the home, and
- c. The greater of the payment standard at the commencement of homeownership assistance or at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance.

For the purpose of the homeownership program, the Wichita Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards as for the Section 8 Voucher Rental Assistance program.

The family's monthly homeownership expenses shall include:

- a. Principal and interest on the initial mortgage debt and any mortgage insurance premium incurred to finance purchase of the home and any refinancing of such debt;
- b. Real estate taxes and public assessments on the home;
- c. Home Insurance;
- d. The cost of premiums for the maintenance reserve program;
- e. A utility allowance determined according to the schedule of utility allowances for the Section 8 voucher rental assistance program;
- f. Principal and interest on debt incurred to finance costs needed to make the home accessible for a family member, if the WHA determines that the allowance is needed as a reasonable accommodation.
- g. If the home is a cooperative or condominium unit, operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- h. Land lease payments (where a family does not own fee title to the real property on which the home is located).

The Housing Authority will annually reexamine family income and composition and make the appropriate adjustment to the monthly assistance amount.

OR

B) Down Payment Assistance (when available)

Down payment and closing costs assistance grant can be provided to a maximum eligible amount equal to twelve times the difference between the payment standard and the total tenant payment. The amount of the down payment grant may not exceed the amount that is equal to the sum of the assistance that would be made during the first year of homeownership assistance payments on behalf of the family. The Assistance Grant shall be paid at the closing of the family's purchase of the home.

Allowable use of the down payment Assistance grants will be limited to a maximum of 3% of the purchase price and reasonable and customary closing costs which include:

Origination Fee	Inspection Fees
Credit Report	Closing Fees
Discount Points	Pre-paid Expenses
Appraisal	Underwriting Fees
Title Insurance	Processing Fees
	Other lender related charges

## G. Property Condition and Selection

### 1. Time allowed to locate a home for purchase

An eligible family will be allowed six months from the date of notification of eligibility to fulfill the homeownership training requirements, locate a home, secure financing and close the sale. At the end of the six-month period, the Wichita Housing Authority may authorize an additional 90 days if the family has not been able to locate an acceptable unit.

If the family is a current participant in the voucher or certificate assistance program, they may continue to receive rental assistance until the family vacates the rental unit.

If the family is not a participant in the voucher or certificate rental assistance program, they will not be issued a voucher until the time allowed to find and purchase a home has expired, at which time the family may choose to receive rental assistance. This will not preclude the family from participating in the homeownership option at a later time.

### 2. Eligible Units

Units eligible for assistance under this program include homes that are either under construction or already existing at the time the family enters into the contract of sale. The unit must also be either a one-unit property or a single dwelling unit in a cooperative or condominium.

Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if 1) the home is located on permanent foundation; and 2) the family has the right to occupy the same site for at least 40 years.

### 3. Inspections required

Any home purchased under this program must be inspected and pass an HQS inspection in accordance with the Section 8 program guidelines.

Homes that are enrolled in the Maintenance Reserve Program will be inspected annually for compliance with the standards of the Maintenance Reserve Program. (Revised 12-12-06)

In addition, the applicant family must hire an independent, professional home inspector to inspect and identify physical defects and the condition of the major building systems and components. A copy of the independent inspection report must be given to the Housing Authority. The Wichita Housing Authority may disapprove the unit for assistance based on the inspection report.

The seller is responsible for making needed repairs.

Units assisted under this program will not be required to have an annual HQS inspection.

4. Requirements of contract for sale

The contract for sale must include the following provisions:

- a. The price and other terms of sale by the seller to the purchaser;
- b. That the purchaser will arrange for a pre-purchase inspection by an independent inspector to be selected by the purchaser.
- c. That the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser and the Housing Authority.
- d. That the Purchaser is not obligated to pay for any necessary repairs.
- e. Certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under 24CFR part 24, or has been disapproved by WHA in accordance with discretionary rights granted in Federal Rules and Regulations that authorize the homeownership program.

H. Financing and Affordability

Families selected to participate in the Section 8 homeownership program must secure their own financing.

The financing package may include other programs designed to assist low-income homebuyers, such as Homeownership 80 or the Federal Home Loan Bank Affordable Housing Program.

Notwithstanding other funding that may be available for down payment assistance, the family will be required to invest a minimum of \$500 or 1% of the purchase price, whichever is greater, of its own funds in the purchase.

Financing for purchase of a home under this Homeownership program must:

1. Be provided, insured, or guaranteed by the state or Federal Government;
2. Comply with secondary mortgage market underwriting requirements; or
3. Comply with generally accepted private sector underwriting standards

Only fixed-rate mortgages of at least 15 years with interest rates no greater than one percent above the local average for FHA, VA or conventional A-note mortgages will be approved. Loans with the following provisions will not be approved:

1. Loans with balloon payments;
2. Adjustable Rate Mortgages;
3. Pre-payment penalties;
4. More than two discount points;

On a case-by-case basis the Wichita Housing Authority may disapprove the proposed financing if the WHA determines that the debt for purchase of the home is unaffordable. In making this determination, the Housing Authority may take into account other family expenses, such as childcare, unreimbursed medical expenses, homeownership expenses, and other family expenses as determined by the Housing Authority in accordance with the Housing Authority's Administrative Plan.

I. Purchase of another home with Section 8 Assistance

In the event that the homeownership assistance was provided as housing assistance payments and not down payment assistance grant and except as noted below, a homeownership family may purchase another home with Section 8 assistance provided there is no mortgage loan default. With the exception of the first-time homebuyer requirement, all requirements applicable to the first home purchase remain applicable to a subsequent purchase. The Wichita Housing Authority may, at its option, waive the requirement for additional homeownership counseling.

The total time limit for homeownership assistance applies to the cumulative time the family receives homeownership assistance.

The Wichita Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

The Wichita Housing Authority may deny permission to move with continued voucher assistance in accordance with 24 CFR 982.552 (grounds for denial or termination of assistance), including termination of assistance for violation of any family obligations described in this plan.

J. Portability of Section 8 Homeowner Assistance

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of the initial Wichita Housing Authority's jurisdiction if the receiving PHA is administering a Section 8 homeownership program, and is accepting new families into the receiving PHA's homeownership program.

The receiving PHA may absorb the homeownership family or bill the Wichita Housing Authority for the homeownership housing assistance using the normal portability billing process.

All of the receiving PHA's administrative policies are applicable to the homeownership family. The family will be required to attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA, not the Wichita Housing Authority, will determine whether the financing for and the physical condition of the unit are acceptable.

The Wichita Housing Authority may also accept homeownership vouchers from

other housing authorities in accordance with the program outlined herein.

K. Requirements for Continued Assistance

1. Homeownership housing assistance payments may only be paid while the family is residing in the home. The Housing Authority will not continue homeownership housing assistance payments after the month when the family moves out. To continue to receive homeownership assistance, a family must comply with the following family obligations:
  - a. If required by the Wichita Housing Authority, the family must attend and complete ongoing homeownership and housing counseling.
  - b. The family may not sell, convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.
  - c. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
  - d. Upon the death of a family member who holds title to the home, assistance may continue pending settlement of the decedent's estate, so long as the home is solely occupied by remaining family members.
  - e. No family member may have a present ownership interest in a second residence while receiving homeownership assistance.
2. The family must supply the following information to the Wichita Housing Authority:
  - a. Information required by the Wichita Housing Authority necessary in the administration of Section 8 Tenant Based Assistance, including:
    - i. The family must provide required evidence of citizenship or eligible immigration status.
    - ii. The family must provide information requested by the Housing Authority for use in a regularly scheduled reexamination or interim reexamination of family income and composition. The family must promptly inform the Housing Authority of the birth, adoption or court-awarded custody of a child.
    - iii. Verification of social security numbers of family members. Family must also sign and submit consent forms for obtaining information in accordance with HUD regulations.
    - iv. All information supplied by the family must be true and complete.

- b. Information concerning any mortgage or other debt incurred to purchase the home and any refinancing of such debt, and information on any satisfaction or payment of the mortgage debt;
- c. Information concerning any sale or other transfer of any interest in the home;
- d. Information concerning the family's homeownership expenses.
- e. The family must notify the Wichita Housing Authority before the family moves out of the home, and if the family defaults on a mortgage securing any debt incurred to purchase the home.

3. Statement of Family Obligations

Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement the family agrees to comply with all family obligations under the Section 8 homeownership option.

4. Sale of Home and Return to Rental Assistance

If the household is receiving homeownership assistance payments from WHA and should a family decide that it no longer wishes to be homeowners, the family may sell the home and receive a Section 8 rental assistance voucher if there is no mortgage loan default and the family has met all obligations under the Section 8 program. The Housing Authority may issue a rental voucher after default (unless the default was on a FHA-insured mortgage) under certain circumstance as provided by law and regulation.

Households that previously received down payment assistance grant may apply for and receive, tenant-based rental assistance in accordance with program requirements and WHA policies. Rental assistance will not commence so long as any family member owns any title or other interest in the home purchased with homeownership assistance. Further, 18 months must have passed since the household's receipt of the down payment assistance grant.

Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment. However, the WHA may waive this requirement in those cases where automatic termination would result in extreme hardship for the family.

L. Non-discrimination and Fair Housing

The Wichita Housing Authority will administer this program in accordance with:

- A. The Fair Housing Act;
- B. Title VI of the Civil Rights Act of 1964;
- C. The Age Discrimination Act of 1975;
- D. Executive order 11063, Equal Opportunity in Housing, as amended;
- E. Section 504 of the Rehabilitation Act of 1973; and
- F. Title II of the Americans with Disabilities Act.

## GLOSSARY

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children less than 13 years of age. Other allowances can be given at the discretion of the housing authority.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Annual Income:** All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.

- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** see net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return

information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

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

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Drug-related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

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

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

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

**Family** includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

**Family Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is attending school or vocational training on a full-time basis.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

**Monthly-adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 55 years of age but below the age of 62; or two or more persons who are at least 55 years of age but below the age of 62 living together; or one or more persons who are at least 55 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Non-citizen:** A person who is neither a citizen nor national of the United States.

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-sufficiency** means that an FSS family is no longer receiving welfare assistance.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Shelter allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified welfare benefit reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family

member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;

- c. Minimum rent; or
- d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

(2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

**Utility allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
  - (2) Documentation such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and state the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with search time that has not expired.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR 982.4]

**Welfare assistance.** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare -to-Work (WTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

Appendix 1  
**Compliance with HUD and Local Government Mandates  
for Wichita Housing Authority Section 8 Housing Choice Voucher Program**

The following table lists documents that meet HUD and local government program requirements, and apply to Wichita Housing Authority employees, officers, board members, contractors, and agent of the Wichita Housing Authority.

<b>HUD Mandates</b>	<b>Applicable Plan Component</b>
Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
Policies governing any Section 8 Homeownership program	Annual Plan: Homeownership
Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency

<u>Local Government Mandates</u>	<u>Applicable Plan Component</u>
City of Wichita Human Resources Policy Manual	Section 8 Administrative Plan
City of Wichita Administrative Regulation	Section 8 Administrative Plan
Housing Choice Voucher Program Guidebook 7420.10G	Administrative Plan
Code of Ethics Policy	City of Wichita Personnel Manual Section 11

**Appendix 2**  
**Acceptable Forms of Verification**  
**Up-front Income Verification (UIV)**  
**Enterprise Income Verification (EIV)**  
(Revised 6-21-2005)

Section 8 Program will utilize Up-front Income (UIV) Verification methods, Enterprise Income Verification (EIV) including TASS and the Work Number, whenever possible as well as any other UIV that might become available. When HUD announces the availability of the UIV system or any future systems, additional UIV tools will be used, including a centralized computer matching system. Third party verification may continue to be used to complement up-front income verification.

Upfront income verification may be used in lieu of third party verifications when there is not a substantial difference between UIV and tenant reported income. HUD defines substantial difference as \$200 or more per month.

If the income reflected on the UIV verification is less than that reflected on the tenant provided documentation, Section 8 Program will use tenant provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the UIV verification must not be more than 90 days old.

If the income reflected on the UIV verification is greater than current tenant provided documentation, Section 8 Program will use UIV income data to calculate anticipated annual income as long as the difference is within the above mentioned \$200 threshold, unless the tenant provides documentation of a change in circumstances. The tenant supplied documents must not be more than 90 days old.

In cases where UIV data is substantially different than tenant reported income, Section 8 office will utilize written third party verification to verify the information. When Section 8 office cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours and suspected fraud, Section 8 office will review historical income data for patterns of employment, paid benefits and receipt of other income to anticipate income. Section 8 office will analyze all data and attempt to resolve any income discrepancy. The most current verified income data would be used to calculate anticipated annual income.

If Section 8 office is unable to anticipate annual income using current information due to historical fluctuations in income, Section 8 Program may average amounts received/earned to anticipate annual income. If the tenant disputes UIV SS/SSI benefit data, Section 8 office will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party <sup>a</sup>		Documents Provided by Applicant	Self-Declaration	
	Written <sup>b</sup>	Oral <sup>c</sup>			
<ul style="list-style-type: none"> <li>Age.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>Birth Certificate</li> <li>Military Discharge papers</li> <li>Valid US passport</li> <li>Naturalization certificate</li> <li>Social Security Administration Benefits printout</li> </ul>		
<ul style="list-style-type: none"> <li>Alimony or child support.</li> </ul>	<ul style="list-style-type: none"> <li>Copy of separation or divorce agreement provided by ex-spouse or court indicating type of support, amount, and payment schedule.</li> <li>Written statement provided by ex-spouse or income source indicating all of above.</li> <li>If applicable, written statement from court/attorney that payments are not being received and anticipated date of resumption of payments.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with ex-spouse or income source documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Copy of most recent check, recording date, amount, and check number.</li> <li>Recent original letters from the court.</li> </ul>	<ul style="list-style-type: none"> <li>Notarized statement or affidavit signed by applicant indicating amount received.</li> <li>If applicable, notarized statement or affidavit from applicant indicating that payments are not being received and describing efforts to collect amounts due.</li> </ul>	<ul style="list-style-type: none"> <li>Amounts awarded but not received can be excluded from annual income only when applicants have made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.</li> </ul>
<ul style="list-style-type: none"> <li>Assets disposed of for less than fair market value.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>Certification signed by applicant that no member of family has disposed of assets for less than fair market value during preceding two years.</li> <li>If applicable, certification signed by the owner of the asset disposed of that shows:                             <ul style="list-style-type: none"> <li>- Type of assets disposed of;</li> <li>- Date disposed of;</li> <li>- Amount received; and</li> <li>- Market value of asset at the time of disposition.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Only count assets disposed of within a two-year period prior to examination or re-examination.</li> </ul>

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party <sup>a</sup>		Documents Provided by Applicant	Self-Declaration	
	Written <sup>b</sup>	Oral <sup>c</sup>			
<ul style="list-style-type: none"> <li>Auxiliary apparatus.</li> </ul>	<ul style="list-style-type: none"> <li>Written verification from source of costs and purpose of apparatus.</li> <li>Written certification from doctor or rehabilitation agency that use of apparatus is necessary to employment of any family member.</li> <li>In case where the disabled person is employed, statement from employer that apparatus is necessary for employment.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with these sources documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Copies of receipts or evidence of periodic payments for apparatus.</li> </ul>		<ul style="list-style-type: none"> <li>PH must determine if expense is to be considered medical or disability assistance.</li> </ul>
<ul style="list-style-type: none"> <li>Care attendant for disabled family members.</li> </ul>	<ul style="list-style-type: none"> <li>Written verification from attendant stating amount received, frequency of payments, hours of care.</li> <li>Written certification from doctor or rehabilitation agency that care is necessary to employment of family member.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with source documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Copies of receipts or cancelled checks indicating payment amount and frequency.</li> </ul>	<ul style="list-style-type: none"> <li>Notarized statement or signed affidavit attesting to amounts paid.</li> </ul>	<ul style="list-style-type: none"> <li>PH must determine if this expense is to be considered medical or disability assistance.</li> </ul>
<ul style="list-style-type: none"> <li>Child care expenses (including verification that a family member who has been relieved of child care is working, attending school, or looking for employment).</li> </ul>	<ul style="list-style-type: none"> <li>Written verification from person who provides care indicating amount of payment, hours of care, names of children, frequency of payment, and whether or not care is necessary to employment or education.</li> <li>Verification of employment as required under Employment Income.</li> <li>Verification of student status (full or part-time) as required under Full-Time Student Status.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with these sources (child care provider, employer, school) documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Copies of receipts or cancelled checks indicating payments.</li> <li>For school attendance, school records, such as paid fee statements that show that the time and duration of school attendance reasonably corresponds to the period of child care.</li> </ul>	<ul style="list-style-type: none"> <li>For verification of “looking for work,” details of job search effort as required by PH written policy.</li> </ul>	<ul style="list-style-type: none"> <li>Allowance provided only for care of children 13 and younger.</li> <li>When same care provider takes care of children and disabled person, PH must prorate expenses accordingly.</li> <li>PH should keep in mind that costs may be higher in summer months and during holiday periods.</li> <li>PH must determine which family member has been enabled to work.</li> <li>Care for employment and education must be prorated to compare to earnings.</li> <li>Costs must be “reasonable.”</li> </ul>

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			Verification Tips	
	Third Party <sup>a</sup>		Documents Provided by Applicant		Self-Declaration
	Written <sup>b</sup>	Oral <sup>c</sup>			
<ul style="list-style-type: none"> <li>Citizenship</li> </ul>			<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li>Citizens must sign declaration certifying U.S. Citizenship.</li> <li>PH may require applicants/residents to provide verification of citizenship.</li> </ul>	
<ul style="list-style-type: none"> <li>Current net family assets.</li> </ul>	<ul style="list-style-type: none"> <li>Verification forms*, letters or documents received from financial institutions, stock brokers, real estate agents, employers indicating the current value of the assets and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash.</li> <li>*Direct third party bank verification forms required on bank deposits over \$5,000. Bank account statements will be acceptable for balances of \$5,000 and under.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with appropriate source, documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Passbooks, checking, or savings account statements, certificates of deposit, property appraisals, stock or bond documents, or other financial statements completed by financial institution.</li> <li>Copies of real estate tax statements, if tax authority uses approximate market value.</li> <li>Quotes from attorneys, stockbrokers, bankers, and real estate agents that verify penalties and reasonable costs incurred to convert asset to cash.</li> <li>Copies of real estate closing documents that indicate distribution of sales proceeds and settlement costs.</li> </ul>	<ul style="list-style-type: none"> <li>Notarized statement or signed affidavit stating cash value of assets or verifying cash held at applicant's home or in safe deposit box.</li> <li>Use current balance in savings accounts and average monthly balance in checking accounts for last 6 months.</li> <li>Use cash value of all assets (the net amount the applicant would receive if the asset were converted to cash).</li> <li><b>NOTE:</b> This information can usually be obtained simultaneously when verifying income from assets and employment (e.g., value of pension).</li> </ul>	
<ul style="list-style-type: none"> <li>Disability status.</li> </ul>	<ul style="list-style-type: none"> <li>Verification from medical professional stating that individual qualifies under the definition of disability.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with medical professional verifying qualification under the federal disability definition and documentation in the file of the conversation.</li> </ul>		<ul style="list-style-type: none"> <li>Not appropriate.</li> <li>If a person receives Social Security Disability solely due to a drug or alcohol problem, the person is not considered disabled under housing law. A person that does not receive Social Security Disability may still qualify under the definition of a person with disabilities.</li> <li>PH will not seek to verify information about a person's specific disability other than obtaining a professional's opinion of qualification under the definition of a person with disabilities.</li> </ul>	

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party <sup>a</sup>		Documents Provided by Applicant	Self-Declaration	
	Written <sup>b</sup>	Oral <sup>c</sup>			
<ul style="list-style-type: none"> <li>Dividend income and savings account interest income.</li> </ul>	<ul style="list-style-type: none"> <li>Verification form completed by bank.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with appropriate party, documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Copies of current statements, bank passbooks, and certificates of deposit, if they show required information (i.e., current rate of interest).</li> <li>Copies of Form 1099 from the financial institution, and verification of projected income for the next 12 months.</li> <li>Broker's quarterly statements showing value of stocks/bonds and earnings credited to the applicant.</li> </ul>	<ul style="list-style-type: none"> <li>Not appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>PH must obtain enough information to accurately project income over next 12 months.</li> <li>Verify interest rate as well as asset value.</li> </ul>
<ul style="list-style-type: none"> <li>Employment Income including tips, gratuities, overtime.</li> </ul>	<ul style="list-style-type: none"> <li>Verification form completed by employer.</li> <li>TASS/SWICA up-front income verification via PIC system and signed by client</li> <li>Work Number</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with employer, specifying amount to be paid per pay period and length of pay period. Document in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>W-2 Forms, if applicant has had same employer for at least two years and increases can be accurately projected.</li> </ul>		<ul style="list-style-type: none"> <li>Always verify: frequency of gross pay (i.e., hourly, biweekly, monthly, bimonthly); anticipated increases in pay and effective dates; overtime.</li> </ul>
<ul style="list-style-type: none"> <li>Family composition.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>Birth certificates</li> <li>Divorce actions</li> <li>Drivers' licenses</li> <li>Employer records</li> <li>Income tax returns</li> <li>Marriage certificates</li> <li>School records</li> <li>Social Security Administration records</li> <li>Social service agency records</li> <li>Support payment records</li> <li>Utility bills</li> <li>Veterans Administration (VA) records</li> </ul>		<ul style="list-style-type: none"> <li>PH may seek verification only if the owner has clear written policy.</li> </ul>

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party <sup>a</sup>		Documents Provided by Applicant	Self-Declaration	
	Written <sup>b</sup>	Oral <sup>c</sup>			
<ul style="list-style-type: none"> <li>Family type. (Information verified only to determine eligibility for project, preferences, and allowances.)</li> </ul>	<ul style="list-style-type: none"> <li>Disability Status: statement from physician or other reliable source, if benefits documenting status are not received. See paragraph 3.25 B.1 for restrictions on this form of verification.</li> <li>Displacement Status: Written statement or certificate of displacement by the appropriate governmental authority.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with source documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Elderly Status (when there is reasonable doubt that applicant is at least 62): birth certificate, social security records, driver's license, census record, official record of birth or other authoritative document or receipt of SSI old age benefits or SS benefits.</li> <li>Disabled, blind: evidence of receipt of SSI or Disability benefits.</li> </ul>	<ul style="list-style-type: none"> <li>Elderly Status: Applicant's signature on application is generally sufficient.</li> </ul>	<ul style="list-style-type: none"> <li>Unless the applicant receives income or benefits for which elderly or disabled status is a requirement, such status must be verified.</li> <li>Status of disabled family members must be verified for entitlement to \$480 dependent deduction and disability assistance allowance.</li> <li>PH may not ask the nature/extent of disability.</li> </ul>
<ul style="list-style-type: none"> <li>Full-time student status (of family member 18 or older, excluding head, spouse, or foster children).</li> </ul>	<ul style="list-style-type: none"> <li>Verification from the Admissions or Registrar's Office or dean, counselor, advisor, etc., or from VA Office.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with these sources documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>School records, such as paid fee statements that show a sufficient number of credits to be considered a full-time student by the educational institution attended.</li> </ul>		
<ul style="list-style-type: none"> <li>Immigration Status.</li> </ul>	<ul style="list-style-type: none"> <li>Verification of eligible immigration status must be received from DHS through the DHS SAVE system or through secondary verification using DHS Form G-845.</li> </ul>	<ul style="list-style-type: none"> <li>None.</li> </ul>	<ul style="list-style-type: none"> <li>Applicant/resident must provide appropriate immigration documents to initiate verification.</li> </ul>	<ul style="list-style-type: none"> <li>Noncitizens must sign declaration certifying the following:</li> <li>Eligible immigration status; or</li> <li>Decision not to claim eligible status.</li> </ul>	<ul style="list-style-type: none"> <li>PH must require noncitizens requesting assistance to provide verification of eligible immigration status.</li> </ul>
<ul style="list-style-type: none"> <li>Income maintenance payments, benefits, income other than wages (i.e., welfare, Social Security [SS], Supplemental Security Income [SSI], Disability Income, Pensions).</li> </ul>	<ul style="list-style-type: none"> <li>Award or benefit notification letters prepared and signed by authorizing agency.</li> <li>TASS/SWICA up-front verification via PIC system and signed by client</li> <li>Electronic Computer Report</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with income source, documented in file by the owner.</li> <li><b>NOTE:</b> For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.</li> </ul>	<ul style="list-style-type: none"> <li>Current or recent check stubs with date, amount, and check number recorded by the owner.</li> <li>Award letters or computer printout from court or public agency.</li> <li>Copies of validated bank deposit slips, with identification by bank.</li> <li>Most recent quarterly pension account statement.</li> </ul>		<ul style="list-style-type: none"> <li>Checks or automatic bank deposit slips may not provide gross amounts of benefits if applicant has deductions made for Medicare Insurance.</li> <li>Pay stubs for the most recent four to six weeks should be obtained.</li> <li>Copying of U.S. Treasury checks is not permitted.</li> <li>Award letters/printouts from court or public agency may be out of date; telephone verification of letter/printout is recommended.</li> </ul>

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party <sup>a</sup>		Documents Provided by Applicant	Self-Declaration	
	Written <sup>b</sup>	Oral <sup>c</sup>			
<ul style="list-style-type: none"> <li>Interest from sale of real property (e.g., contract for deed, installment sales contract, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Verification form completed by an accountant, attorney, real estate broker, the buyer, or a financial institution which has copies of the amortization schedule from which interest income for the next 12 months can be obtained.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with appropriate party, documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Copy of the contract.</li> <li>Copy of the amortization schedule, with sufficient information for the owner to determine the amount of interest to be earned during the next 12 months.</li> <li><b>NOTE:</b> Copy of a check paid by the buyer to the applicant is not acceptable.</li> </ul>		<ul style="list-style-type: none"> <li>Only the interest income is counted; the balance of the payment applied to the principal is merely a liquidation of the asset.</li> <li>PH must get enough information to compute the actual interest income for the next 12 months.</li> </ul>
<ul style="list-style-type: none"> <li>Local Preferences (Domestic Violence, Homeless, and Upward Mobility)</li> </ul>	<ul style="list-style-type: none"> <li>Referral from Approved Agency</li> </ul>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>Recent Referral form from Agency.</li> </ul>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>
<ul style="list-style-type: none"> <li>Medical expenses.</li> </ul>	<ul style="list-style-type: none"> <li>Verification by a doctor, hospital or clinic, dentist, pharmacist, etc., of estimated medical costs to be incurred or regular payments expected to be made on outstanding bills which are not covered by insurance.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with these sources, documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Copies of cancelled checks that verify payments on outstanding medical bills that will continue for all or part of the next 12 months.</li> <li>Copies of income tax forms (Schedule A, IRS Form 1040) that itemize medical expenses, when the expenses are not expected to change over the next 12 months.</li> <li>Receipts, cancelled checks, pay stubs, which indicate health insurance premium costs, or payments to a resident attendant.</li> <li>Receipts or ticket stubs that verify transportation expenses directly related to medical expenses.</li> </ul>	<ul style="list-style-type: none"> <li>Notarized statement or signed affidavit of transportation expenses directly related to medical treatment, if there is no other source of verification.</li> </ul>	<ul style="list-style-type: none"> <li>Medical expenses are not allowable as deduction unless applicant is an elderly or disabled family. Status must be verified.</li> </ul>
<ul style="list-style-type: none"> <li>Need for an assistive animal.</li> </ul>	<ul style="list-style-type: none"> <li>Letter from medical provider.</li> </ul>				

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			Verification Tips	
	Third Party <sup>a</sup>		Documents Provided by Applicant		Self-Declaration
	Written <sup>b</sup>	Oral <sup>c</sup>			
<ul style="list-style-type: none"> <li>Net Income for a business.</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>Form 1040 with Schedule C, E, or F.</li> <li>Financial Statement(s) of the business (audited or unaudited) including an accountant's calculation of straight-line depreciation expense if accelerated depreciation was used on the tax return or financial statement.</li> <li>Any loan application listing income derived from business during the preceding 12 months.</li> <li>For rental property, copies of recent rent checks, lease and receipts for expenses, or IRS Schedule E.</li> </ul>		
<ul style="list-style-type: none"> <li>Recurring contributions and gifts.</li> </ul>	<ul style="list-style-type: none"> <li>Notarized statement or affidavit signed by the person providing the assistance giving the purpose, dates, and value of gifts.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with source documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>Notarized statement or affidavit signed by applicant stating purpose, dates, and value of gifts.</li> </ul>	<ul style="list-style-type: none"> <li>Sporadic contributions and gifts are not counted as income.</li> </ul>
<ul style="list-style-type: none"> <li>Self-employment, tips, gratuities, etc.</li> </ul>	<ul style="list-style-type: none"> <li>None available.</li> </ul>	<ul style="list-style-type: none"> <li>None available.</li> </ul>	<ul style="list-style-type: none"> <li>Form 1040/1040A showing amount earned and employment period.</li> </ul>	<ul style="list-style-type: none"> <li>Notarized statement or affidavit signed by applicant showing amount earned and pay period.</li> </ul>	

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES				Verification Tips
	Third Party <sup>a</sup>		Documents Provided by Applicant	Self-Declaration	
	Written <sup>b</sup>	Oral <sup>c</sup>			
<ul style="list-style-type: none"> <li>Social security number.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>Original Social Security card (preferred)</li> <li>Driver's license with SSN</li> <li>Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union.</li> <li>Earnings statements on payroll stubs</li> <li>Bank statement</li> <li>Form 1099</li> <li>Benefit award letter</li> <li>Retirement benefit letter</li> <li>Life insurance policy</li> <li>Court records</li> </ul>	<ul style="list-style-type: none"> <li>Certification that document is complete/accurate unless original Social Security card is provided.</li> </ul>	<ul style="list-style-type: none"> <li>Individuals who have applied for legalization under the Immigration Reform and Control Act of 1986 will be able to disclose their social security numbers but unable to supply cards for documentation. Social security numbers are assigned to these persons when they apply for amnesty. The cards go to DHS until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from the DHS indicating that social security numbers have been assigned.</li> </ul>
<ul style="list-style-type: none"> <li>Unborn children.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>None required.</li> </ul>	<ul style="list-style-type: none"> <li>Applicant/tenant self-certifies to pregnancy.</li> </ul>	<ul style="list-style-type: none"> <li>PH may not verify further than self-certification.</li> </ul>
<ul style="list-style-type: none"> <li>Unemployment compensation.</li> </ul>	<ul style="list-style-type: none"> <li>Verification form completed by source.</li> <li>Electronic Computer Report.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with agency documented in a file by an owner.</li> </ul>	<ul style="list-style-type: none"> <li>Copies of checks or records from agency provided by applicant stating payment amounts and dates.</li> <li>Benefit notification letter signed by authorizing agency.</li> </ul>		<ul style="list-style-type: none"> <li>Frequency of payments and expected length of benefit term must be verified.</li> <li>Income not expected to last full 12 months must be calculated based on 12 months and interim recertification completed when benefits stop.</li> </ul>
<ul style="list-style-type: none"> <li>Welfare payments (as-paid states only).</li> </ul>	<ul style="list-style-type: none"> <li>Verification form completed by welfare department indicating maximum amount family may receive.</li> <li>Maximum shelter schedule by household size with ratable reduction schedule.</li> <li>Electronic Computer Report.</li> </ul>	<ul style="list-style-type: none"> <li>Telephone or in-person contact with income source, documented in file by the owner.</li> </ul>	<ul style="list-style-type: none"> <li>Maximum shelter allowance schedule with ratable reduction schedule provided by applicant.</li> </ul>	<ul style="list-style-type: none"> <li>Not appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>Actual welfare benefit amount not sufficient as proof of income in "as-paid" states or localities since income is defined as maximum shelter amount.</li> </ul>

## Appendix 2: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES			Verification Tips
	Third Party <sup>a</sup>		Documents Provided by Applicant	
	Written <sup>b</sup>	Oral <sup>c</sup>		
<ul style="list-style-type: none"> <li>• Zero Income.</li> </ul>	<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Applicant/Tenant self-certifies to zero income.</li> <li>• PH may require applicant/tenant to sign verification release of information forms for state, local, and federal benefits programs, as well as the HUD 9887 and HUD 9887-A.</li> <li>• PH may require the tenant to reverify zero income periodically</li> </ul>

### Appendix 3

2019

#### WICHITA HOUSING AUTHORITY SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

#### *UTILITY ALLOWANCE SCHEDULE*

**FOR SEDGWICK, BUTLER AND HARVEY COUNTY (With the exception of city of Newton)**

**Structure Type: Single Family – Town/Row Houses – Twin – Duplex**

UTILITY OR SERVICE	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<b>Gas Heat</b>	27	37	51	60	78	91	106
<b>Electric Heat</b>	34	41	62	75	96	109	124
<b>Gas Range</b>	3	5	7	10	11	12	13
<b>Electric Range</b>	3	6	8	9	11	13	14
<b>Other Electric (lighting &amp; monthly basics)</b>	25	29	35	39	47	51	58
<b>Air Conditioning</b>	7	10	12	15	19	22	25
<b>Gas Water Heating</b>	7	11	15	19	23	29	34
<b>Electric Water Heating</b>	12	13	22	28	34	40	45
<b>Water/Sewer</b>	37	54	70	87	104	112	129
<b>Trash Collection</b>	20	20	20	20	20	20	20
<b>Range (Tenant Owned)</b>	9	9	9	9	9	9	9
<b>Refrigerator (Tenant Owned)</b>	10	10	10	10	10	10	10

**Structure Type: Low/High Rise – Garden Walkup – Mobile – Manufactured**

UTILITY OR SERVICE	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<b>Gas Heat</b>	23	33	44	56	76	84	98
<b>Electric Heat</b>	29	41	55	66	83	95	109
<b>Gas Range</b>	4	5	6	9	10	12	14
<b>Electric Range</b>	4	6	7	10	11	14	16
<b>Other Electric (lighting &amp; monthly basics)</b>	25	31	35	41	49	53	60
<b>Air Conditioning</b>	7	10	12	15	19	22	25
<b>Gas Water Heating</b>	7	12	17	20	26	31	35
<b>Electric Water Heating</b>	12	18	23	29	36	41	47
<b>Water/Sewer</b>	37	54	70	87	104	112	129
<b>Trash Collection</b>	20	20	20	20	20	20	20
<b>Range (Tenant Owned)</b>	9	9	9	9	9	9	9
<b>Refrigerator (Tenant Owned)</b>	10	10	10	10	10	10	10

## Appendix 4

# WICHITA HOUSING AUTHORITY (WHA)

## 2019/2020 Payment Standards – Housing Choice Voucher Program

**Background:** The payment standards are used to calculate the amount of the monthly subsidy paid to landlords, **and take into account tenant-paid utilities**. The U.S. Department of Housing and Urban Development (HUD) published a notice of Fair Market Rents (FMRs), effective October 1, 2019. These FMRs are calculated at the 40<sup>th</sup> percentile of rents in the Wichita area, and include **an allowance for utilities**.

Following is a table of the October 2019 FMR and the Wichita Housing Authority payment standards based on bedroom sizes **which remain unchanged**:

	BEDROOM SIZE						
	0	1	2	3	4	5	6
<b>FMR (10/1/2019)</b>	<b>536</b>	<b>630</b>	<b>822</b>	<b>1121</b>	<b>1372</b>	<b>1577</b>	<b>1783</b>
<b>PYMT STANDARDS (19/20)</b>	<b>566</b>	<b>669</b>	<b>887</b>	<b>1213</b>	<b>1432</b>	<b>1646</b>	<b>1776</b>

Payment Standard	0	105.6%
	1	106.19%
	2	107.91%
	3	108.21%
	4	104.37%
	5	104.38%
	6	99.61%

**PAYMENT STANDARDS ABOVE ARE FOR  
NEW ADMISSIONS, ANNUAL RECERTIFICATIONS OR RELOCATIONS**

**PAYMENT STANDARDS DOES NOT CHANGE FOR AN INTERIM**

## Appendix 5



### NOTIFICATION OF REASONABLE ACCOMMODATION HOUSING CHOICE VOUCHER/SECTION 8 PROGRAM 332 N. RIVERVIEW, WICHITA, KS 67206 316-462-3700



The Wichita Housing Authority Housing Choice Voucher Program is committed to ensuring its policies and procedures do not deny individuals with disabilities the opportunity to participate with the program. You may request a reasonable accommodation at any time during your participation on the program. Accommodations must be reasonable, causing neither undue financial or administrative burden nor a fundamental alteration in the nature of the program.

The WHA will work with an applicant/client to make an accommodation that is reasonable to them and that suits their needs. Reasonable accommodations will be made in response to individual requests from qualified persons with disabilities. The requests must be made in advance of the meeting or inspection. A reasonable accommodation can be requested for the following reasons:

1. Application or Leasing Meetings with Housing Choice Voucher/Section 8 (HCV/S8) staff.
2. Any application, Voucher Briefing, Annual Recertification, Relocation Meeting or Hearing.
3. Inspection meetings with Housing Choice Voucher/Section 8 Inspectors.
4. Requests for relocation to a suitable unit to accommodate a disability.
5. Requests for the addition of a Live-in-Aide to reside in an appropriately sized unit.
6. Requests for additional space to accommodate necessary medical equipment or an apparatus.
7. Requests for additional bedroom space to accommodate a child or spouse that cannot share a room for medical reasons.

If a reasonable accommodation is requested, the WHA may require the applicant/tenant to provide reliable documentation (not medical records) that they have a disability and documentation of the need for the particular accommodation. The Housing Authority will not ask questions about the nature or severity of the disability except as specifically related to the requested accommodation. The type of verification the applicant/tenant will need to provide depends on the specifics of the situation.

**I have read the above Notice of Reasonable Accommodation and I am aware of my rights to request a reasonable accommodation if needed.**

\_\_\_\_\_  
Applicant/Client Signature

\_\_\_\_\_  
Date

**\*Notice for Power of Attorney\***

As Power of Attorney, I understand that the Section 8 Housing Choice Voucher program mailings go to the dwelling that is subsidized. It is my responsibility to ensure compliance with all Housing Authority rules and regulations, including turning in all required paperwork, attending all meetings and passing inspections.

\_\_\_\_\_  
Power of Attorney Signature

\_\_\_\_\_  
Date