HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATIVE PLAN
2027~~5~~

Greensboro Housing Authority, Greensboro, North Carolina

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EQUAL OPPORTUNITY

1.0 FAIR HOUSING

It is the policy of the Greensboro 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, disability, marital status, gender identity, or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Greensboro Housing Authority Housing Choice Voucher Programs.

No inquiries shall be made about a person's sexual orientation or gender identity. However, the Greensboro Housing Authority may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.

To further its commitment to full compliance with applicable Civil Rights laws, the Greensboro Housing Authority will provide Federal/State/local information to applicants for and tenants in the Housing Choice Voucher Program (HCVP) 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 Greensboro Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Greensboro Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Greensboro 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. The Greensboro Housing Authority will keep records of all complaints, investigations, notices and corrective actions for five years.

1.1 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Greensboro Housing Authority's Housing Choice Voucher 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. The Reasonable Accommodation procedure clarifies how people can request accommodations and the guidelines Greensboro Housing Authority will follow in determining whether it is reasonable to provide the requested accommodation. Because disabilities are not always apparent, the Greensboro Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

Legitimate reasonable accommodation requests shall be granted if possible and not an undue financial and administrative burden to Greensboro Housing Authority. If the request is contrary to a HUD regulatory requirement and not an undue burden, Greensboro Housing Authority shall request a waiver of requirement from HUD.

1.2 VERIFICATION OF ACCOMMODATION REQUEST

Greensboro Housing Authority is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability.

A. If the requester's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, Greensboro Housing Authority will not request any additional information.

B. If the requestor's disability is obvious, but the need for the accommodation is not readily apparent or known, Greensboro Housing Authority may request information that is necessary to evaluate the disability related need for the accommodation.

C. If the requestor's disability is not obvious, Greensboro Housing Authority may request reliable disability-related information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested information.

1.3 COMMUNICATION

All residents or their caretakers will be provided the Request for Reasonable Accommodation Form when requested. A resident may submit the request in writing, orally, or may use another equally effective means of communication to request the accommodation. All decisions granting or denying requests for reasonable accommodations will be in writing and provided to the family within 30 days after the date upon which the request is submitted, or if applicable within 30 days after the date upon which any additional information or verification reasonably necessary for GHA's decision

is provided. The notice will inform the family of the right to appeal the housing authority's decision. Reasonable accommodations may be verified on an annual basis.

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

1.4 SERVICES FOR NON-ENGLISH-SPEAKING PERSONS

The Greensboro Housing Authority (GHA) will take reasonable steps to ensure meaningful access to its programs, services, and activities for persons with Limited English Proficiency (LEP). ~~The Greensboro Housing Authority is interested, within reason, in assisting persons with limited English proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using four factors~~. GHA shall balance these factors in deciding what to do:

A. The number or proportion of LEP persons served or encountered in the eligible service area;

B. The frequency with which LEP individuals come in contact with the program.

C. The nature and importance of the program, activity, or service provided by the program; and

D. The resources available to GHA and costs.

1.5 FAMILY/OWNER OUTREACH

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

The Greensboro 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 objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for the Housing Choice Voucher Program.

The Greensboro Housing Authority will hold briefings for owners who participate in or who are seeking information about the HCVP. The briefings are intended to:

A. Explain how the programs work;

B. Explain how the program benefits owners;

C. Explain owners' responsibilities (including lead-based paint) under the program. Emphasis is placed on quality screening and ways the Greensboro Housing

Authority helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Greensboro Housing Authority's team members.

The Greensboro Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration and owners of accessible units to attend. Targeted lists will be developed, and announcements posted.

1.6 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886-A, *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 tenant information will not be released unless there is a signed release of information request from the applicant or tenant. This includes transmitting data to a Receiving Housing Authority under Portability.

1.7 REQUIRED POSTINGS

The Greensboro Housing Authority will post in the main office in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The HCVP Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of all Greensboro Housing Authority offices, office hours, telephone 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

2.0 GREENSBORO HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Greensboro Housing Authority, the Housing Choice Voucher Program Owners/Landlords, and the participating families.

2.1 GREENSBORO HOUSING AUTHORITY RESPONSIBILITIES

A. The Greensboro Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Greensboro Housing Authority's HCVP Administrative Plan.

B. In administering the program, the Greensboro Housing Authority will:

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 through our partnerships with advocates for people with disabilities;

7. Receive applications from families, determine family eligibility, maintain the waiting list, select applicants, issue a housing choice voucher, and provide housing information to eligible families;

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;

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 ~~annually~~ 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 at least annually during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust the Greensboro Housing Authority utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Greensboro Housing Authority, if the owner defaults (e.g., HUD Required Inspection);

18. Determine whether to terminate assistance to a tenant family for violation of family obligations;

19. Conduct informal reviews of certain Greensboro Housing Authority decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Greensboro Housing Authority decisions concerning tenant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits;

22. Administer an FSS program; and

23. Electronically submit form HUD 50058.

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 housing choice voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit (screening the tenant).

2. Maintaining the unit in accordance with HUD Required Inspection, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Complying with the Housing Assistance Program contract (HAP).

5. Preparing and furnishing to the Greensboro Housing Authority information required under the HAP contract.

6. 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.

7. Entering into a lease and enforcing tenant obligations under the lease.

8. Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

9. 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) as reasonable accommodation.

D. The owner is responsible for notifying the Greensboro Housing Authority sixty (60) calendar days prior to any rent increase.

2.3 OBLIGATIONS OF THE PARTICIPANT

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

A. Supplying required information.

The family must supply any information that the Greensboro 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.

The family must supply any information requested by the Greensboro Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

All information supplied by the family must be true and complete.

B. Responsible for specific HUD Required Inspection breaches

C. Allowing Greensboro Housing Authority Inspection

The family must allow the Greensboro Housing Authority to inspect the unit at reasonable times and after at least 2-calendar 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 Greensboro Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Greensboro 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 Greensboro Housing Authority must approve the composition of the assisted family residing in the unit. The family must inform the Greensboro Housing Authority within ten (10) business days of the birth, adoption or court-awarded custody of a child.

3. The family must request approval from the Greensboro Housing Authority to add additional family member(s) to an occupied unit. GHA will not approve the addition of a new family member or household member unless the individual meets the eligibility criteria and the required documentation is received.

4. The family must notify the Greensboro Housing Authority within ten (10) business days if any family member no longer resides in the unit.

5. If the Greensboro Housing Authority has given approval, a foster

child/foster adult or a live-in aide may reside in the unit. The Greensboro 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 Greensboro Housing Authority consent may be given or denied.

6. 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 the lease, zoning requirements and the affected household member must obtain all appropriate licenses.

7. The family must not sublease or sublet the unit.

8. 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 Greensboro Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Greensboro Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Greensboro Housing Authority for this purpose. The family must promptly notify the Greensboro 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 calendar days. The family must request permission from the Greensboro Housing Authority for absences exceeding 30 calendar days. The Greensboro Housing Authority will decide within 5 business days of the request. An authorized absence may not exceed 180 calendar days. Any family absent for more than 30 calendar days without authorization may 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 Greensboro 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 or people using a housing choice voucher to purchase a home).

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, other violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The use of medical marijuana is included in this ban.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive HCVP 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.

M. Alcohol and/or Drug Abuse by Household Members

The members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety, or right to peaceful enjoyment of other tenants and/or persons residing in the immediate vicinity of the premises.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to the Housing Choice Voucher Program (HCVP): (1) qualifies as a family; (2) has an income within the income limits; (3) meets citizenship/eligible immigrant criteria; (4) provides documentation of Social Security Numbers, and (5) signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Greensboro Housing Authority screening criteria in order to be admitted.

3.2 ELIGIBILITY CRITERIA

Applicants and participants (including each member of the household and including, live-in aides, foster children, and foster adults) are required to disclose his/her SSA-assigned SSN. The best verification of the Social Security Number is the original Social Security

card. If the card is not available, the Greensboro 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 they do not have a Social Security Number, they will be required to sign a statement to this effect. An adult must sign for minor children. The Greensboro Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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 participating family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 90 calendar days to provide the verification. If the individual is at least 62 years of age, they will be given 90 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be removed from the waiting list or will have their assistance terminated.

A. Family status –all families must have a Head of Household or Co-Head of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital 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 (regardless of actual or perceived sexual orientation, gender identity, or marital status) that lives together in a stable family relationship and share resources.

    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** is:

    a. a family whose head, spouse, or sole member is an elderly person. The term “elderly family” includes an elderly person, two or more elderly persons living together, and one or more elderly persons living with one or more persons who are determined to be essential to the care or well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly.

3. A **near-elderly family** is:

   a. family whose head, spouse, or sole member is a near-elderly person. The term "near-elderly family" includes two or more near-elderly persons living together, and one or more near-elderly persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly.

4. A **disabled family** is:

   a. a family whose head or spouse or sole member is a person with disabilities. The term "disabled family" may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more persons who are determined to be essential to the care or well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly.

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. This includes individuals or families who have received a written condemnation notice from the City of Greensboro indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation, are not eligible for this preference.

7. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit. GHA will approve a temporary guardian to move into the unit after the individual has been screened for suitability for the program. GHA will work with the Department of Social Services as necessary.

8. 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 HCVP, be a family that is:

   - An extremely low income or a very low-income family;

- A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);

- A low-income family that meets additional eligibility criteria specified by the Housing Authority;

- A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a tenant homeownership program under 24 CFR 248.173;

- A low-income family or moderate-income elderly/disabled 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;

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises, the assistance will decrease.

3. The applicable income limit for issuance of a housing choice 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 housing choice 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 Greensboro Housing Authority's jurisdiction under portability and have the status of applicant rather than of tenant at their initial housing authority must meet the income limit for the area where they are initially assisted under the program.

5. Families who are moving into the Greensboro Housing Authority's jurisdiction under portability and are already program tenants at their initial housing authority do not have to meet the income eligibility requirement for the Greensboro Housing Authority program.

6. Income limit restrictions do not apply to families transferring units within the Greensboro Housing Authority Housing Choice Voucher Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a housing choice voucher at least one 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)) and HUD regulations at 24 CFR Part 5, Subpart E or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national tenant within Guam.

Family eligibility for assistance

1. A family shall not be eligible for assistance unless at least one 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 11.4(E) 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 accordance with 24 CFR §5.514.

D. Social Security Number Documentation

1. To be eligible, all family members must provide a Social Security Number (including each member of the household and including, live-in aides, foster children, and foster adults). Refusal to provide a Social Security number or a certification renders an applicant ineligible to participate in the program. Adults must certify for minors.

2. If applicants indicate they have a Social Security number but cannot readily verify the number, the family cannot be assisted until verification is provided and shall be given sixty (60) days to provide verification.

3. If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re- examination or re-certification or no later than 60 days after being notified by GHA. If verification is not provided within the time allowed, the family should be denied admission or may have their assistance terminated.

4. If the Social Security card is not available, GHA will accept letters from the Social Security Administration that establish and state the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. A driver's license, military ID, passport, or other official documents that establishes and states the number is also acceptable.

5. GHA will use the Public and Indian Housing information Center (PIC) Tenant ID Management tool to generate a unique identifier (commonly referred to as an alternate ID) for those individuals who have not been assigned an SSN.

6. Participants aged 62 or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010, are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

E. Signing Consent Forms

A. 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.

1. The consent form must contain, at a minimum, the following:

a. A provision authorizing HUD and the Greensboro 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 Greensboro Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility 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;

d. A statement allowing the Greensboro Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and

e. 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 Greensboro Housing Authority determines eligibility for participation and will also conduct criminal background checks on all household members, 18 years and older including live-in aides. The Greensboro Housing Authority will deny

assistance to a family because of drug-related criminal 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 three years. If the individual has lived outside the local area, the Greensboro 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). New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has ruled that federal law preempts state law on this issue. In deciding whether to exercise their discretion to assist an individual or household that has engaged in criminal activity, the Greensboro Housing Authority will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that the denial of assistance of the entire household would have on family members not involved in the criminal activity; and the extent to which the participant has taken all reasonable steps to prevent or mitigate the criminal activity.

The Greensboro 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 or any individual currently on the registry. The Greensboro Housing Authority will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list. The Greensboro Housing Authority will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs. Applicants that are denied housing will be given a "Notice of Occupancy Rights under the Violence Against Women Act" which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the HUD-approved Certification form shall also be provided with the notice.

G. Special College Student Eligibility Rules

No assistance shall be provided under HCVP of the 1937 Act to any individual student who:

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of1965 (20 U.S.C. 1002);

2. Is under 24 years of age;

3. Is not a veteran of the United States military;

4. Is unmarried;

5. Does not have a dependent child; and

6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under HCVP of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

A student, under the age of 24 may still be income eligible for assistance in circumstances where the student can demonstrate independence from parents, where the student can demonstrate the absence of parents, or where an examination of the student's parents' income may not be relevant.

1. The individual is of legal contract age under state law.
2. The individual has established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an ''independent student.'' Section 480(d) of the Higher Education Act of 1965, as amended (the HEA), 20 U.S.C. 1087vv(d).
3. The individual is not claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
4. The individual obtains a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support, even if no assistance will be provided.

The Greensboro Housing Authority will verify to determine whether a student is independent for purposes of using the student's income alone for determining Section 8 eligibility (Student's Independence Verification Requirements). Those items include:

1. Reviewing and verifying previous address information to determine evidence of a separate household;
2. Verifying the student meets the U.S. Department of Education's definition of ''independent student'';
3. Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of ''independent student''; and
4. Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income. (Except if the student meets the Department of Education's definition of ''independent student'' in paragraphs (2), (3) or (8) set forth below).

An “independent student” is defined as:

1. The individual is 24 years of age or older by December 31 of the award year;
2. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
3. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual’s State of legal residence;
4. The individual is a veteran of the Armed Forces of the United States (as defined in subsection c) (1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
5. The individual is a graduate or professional student;
6. The individual is a married individual;
7. The individual has legal dependents other than a spouse;
8. The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by—
    a. A local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the
    b. McKinney-Vento Homeless Assistance Act;
    c. The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
    d. The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
    e. A financial aid administrator; or
    f
9. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

H. Violence Against Women

No applicant who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified and can provide certification per GHA’s Violence Against Women policy.

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 the HCVP will 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.

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 HCVP will be required to complete an application for housing assistance. Applicants will be required to complete HUD Form 92006 with their application. Applications shall be completed electronically, available on GHA's website www.gha-nc.org.

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

GHA will accept application for Assisted Housing and the Supplement Application for Federally Assisted Housing (HUD-92006). Exceptions may be granted in emergency situations (i.e., fire, natural disaster) by supervisory staff. Applications will not be processed if they do not meet advertised preferences.

GHA will follow its Reasonable Accommodation policy to address accommodations requests from elderly and disabled applicants.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Greensboro Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available at telephone number 711 for free interpreters.

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 if deemed apparently eligible.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family is selected from the waiting list.~~nears the top of the waiting list.~~

GHA will ensure that verification of all preferences, eligibility, and suitability selection factors are current in order to determine the family's final eligibility for admission into the

HCVP.

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they so desire.

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 file;

B. Any significant contact between the Greensboro Housing Authority and the applicant will be documented in the YARDI system.

All files (applicant or tenant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later. If a tenant has an outstanding balance with the Housing Authority, their file is retained indefinitely.

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

4.4 PURGING THE WAITING LIST

The Greensboro Housing Authority will update and purge its waiting list at least annually 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. An applicant family will be allowed 10 business days to respond to the waiting list update.

4.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Greensboro Housing Authority will not remove an applicant's name from the waiting list unless:

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 been issued a Housing Choice voucher; or

E. The applicant missed a scheduled appointment.

The reason for all removals from the waiting list shall be carefully documented in the

applicant's file/Yardi and retained for three years from the date the file is closed.

4.6 GROUNDS FOR DENIAL

The Greensboro Housing Authority will deny assistance to applicants who:

A. Fail to sign and submit consent forms for obtaining information;

B. Have a family member who was evicted from federally assisted housing within the past five (5) years because of drug-related criminal activity. However, the Greensboro Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Greensboro Housing Authority; or

2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).

C. Have a member who is currently engaging in illegal use of a drug;

D. Have a household member whose illegal drug use and/or abuse of alcohol or a pattern of illegal drug use and/or abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants;

E. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;

F. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program or is currently registered;

G. Do not provide complete, true and accurate information to GHA;

H. Currently owes rent or other amounts to the Greensboro Housing Authority or to another Housing Authority in connection with HCVP or public housing assistance under the 1937 Act and have 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;

I. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

J. Have a household member who is currently engaged in, or has engaged in the following during the last five (5) years before the projected date of admission:

1. Drug-related criminal activity;

2. Violent criminal activity;

3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or persons residing in the immediate vicinity;

   An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before the Greensboro Housing Authority denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

   An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity but is not itself evidence on which to base a determination. The Greensboro Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in deciding that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred

K. Have a family member who violated any family obligations, in the last five years, under previous participation in the program;

L. Have a family member who has been evicted from federally assisted housing in the last five years;

M. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

N. Have breached an agreement with Greensboro Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;

O. Have engaged in or threatened abusive or violent behavior towards any Greensboro Housing Authority staff member or tenant;

P. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

Q. HUD restricts families from participating in housing choice voucher program if their net family assets exceed $100,000 as adjusted annually or if the family owns real property deemed suitable for the family to live in.

4.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Greensboro Housing Authority, in writing, that they have ten (10) calendar days, from the date of the written correspondence, to present mitigating circumstances or request an informal review in writing. 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 Greensboro 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 Greensboro Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Greensboro 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.

4.8 INFORMAL REVIEW

A. Informal Review for the Applicant

The Greensboro Housing Authority will give an applicant for participation in the Housing Choice Voucher prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Greensboro Housing Authority decision. The notice will state that the applicant may request an informal review within ten (10) calendar days of the denial and will describe how to obtain the informal review. If denied because of a criminal record, GHA will provide such record to applicant upon request.

B. When an Informal Review is Not Required

The Greensboro 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 Greensboro Housing Authority subsidy standards.

2. A Greensboro Housing Authority determination not to approve an extension or suspension of a certificate or housing choice voucher term.

3. A Greensboro Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Greensboro Housing Authority determination that a unit selected by the applicant is not in compliance with HUD Required Inspection.

5. A Greensboro Housing Authority determination that the unit is not in accordance with HUD Required Inspection because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the Greensboro Housing Authority.

C. Informal Review Process

The Greensboro Housing Authority will give an applicant an opportunity for an informal review of the Greensboro 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 Greensboro 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 Greensboro Housing Authority decision.

3. The Greensboro Housing Authority will notify the applicant of the Greensboro Housing Authority decision after the informal review within 30 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to deny assistance to an applicant because of action or inaction by members of the family, GHA 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.

GHA may impose, as a condition of 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 Greensboro Housing Authority may permit the other members of a tenant family to receive assistance.

In determining whether to deny assistance for drug and alcohol abuse the Greensboro 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 Greensboro Housing Authority provide for an informal review after the family has notification of the USCIS decision on appeal, or in lieu of request of appeal to the USCIS. The applicant family must make this request within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the USCIS 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 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the USCIS appeal decision to request the review.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIALADMISSIONS

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 Greensboro Housing Authority will use the assistance for those families.

5.2 PREFERENCES

Admission preferences will be consistent with all applicable Federal nondiscrimination and civil rights statutes and requirements.

The Greensboro Housing Authority will select families based on the following preferences based on local housing needs and priorities.

Greensboro Housing Authority will give priority and maintain a separate waiting list for those families living in GHA-owned communities that will be displaced due to asset repositioning, redevelopment or relocation.

Greensboro Housing Authority will give priority and maintain a separate waiting list for those families living in GHA-owned communities that will be displaced due to asset

repositioning, redevelopment or relocation.

A. Disaster Victims who are Public Housing Residents in another jurisdiction affected by a natural disaster mandated by the Department of Housing and Urban Development or victims by a natural disaster, as designated by local, state or federal government, within the Greensboro Housing Authority's jurisdiction.

B. Families currently assisted under GHA's Emergency Housing Voucher (EHV) program who are eligible and wish to transition to the Housing Choice Voucher (HCV) program as EHV funding phases out.

C. B. Families with an adult member currently and consecutively employed full-time for the past 12 months, defined as not less than an average of 30 hours per week. Those working in the GHA's jurisdiction can get a preference but not those attending school in Greensboro.
Or Head, spouse, or sole member is age 62 or older.
Or Head, spouse, or is a sole member is disabled based on HUD definition.
Or, enrolled full-time in an accredited non-profit institution of higher education (university, college, or community college); Full-time students must have completed at least the first year of their academic requirements and continuing. Graduates must be gainfully employed within a six-month time frame.
Or, enrolled in a job-training program, or a program that prepares someone for a job. Persons on job training or job readiness programs must complete at least 50% of their course work; and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference.

D. Displaced person(s): Individuals or families displaced by public; or private action or natural disaster. This Preference includes individuals or families who have received a written condemnation notice from the City of Greensboro indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation are not eligible for this preference.

E. All other applicants that reside in GHA jurisdiction.

F. Applicants who satisfy preference criteria but who reside outside of GHA's jurisdiction.

Separate waiting lists are kept for families referred to GHA under special programs created by HUD, which includes but is not limited to, the Family Unification Program (FUP), Foster Youth to Independence (FYI) ~~Continuum of Care (CoC)~~, Housing Opportunities for Persons with Aids (HOPWA), Targeting, Veterans Affairs Supportive Housing (VASH), choice mobility, or other asset Repositioning, redevelopment or relocation, and Fair Share Vouchers.

For the Family Unification Program (FUP) and Foster Youth to Independence (FYI)

vouchers, GHA will administer waiting lists in accordance with HUD Notice PIH 2025-08 and applicable regulations. GHA may maintain a separate waiting list for FUP/FYI applicants.

The Greensboro 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.

Applicants are responsible for notifying GHA in writing when the information they provided has changed. If a person who does not meet the residency preference at the time they apply subsequently moves to Greensboro, they must notify GHA of their change in address and provide proof of residency through such documents as rental lease or utility bills. If they meet the preference, they will be repositioned on the waiting list.

5.3 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families in the Disaster preference will be offered housing before any families in the preference A, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth.

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

5.4 EMERGENCY HOUSING VOUCHERS (EHV)

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- Homeless
- As-risk of homelessness
- Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking and
- Recently homeless, as determined by the Secretary, and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing

instability.

As of July 1,2021, GHA was selected to administer EHV's. EHV's are tenant-based vouchers under Section 8(o) of the United States Housing Act of 1937.

After September 30, 2023, a PHA may not reissue any previous leased EHV, regardless of when the assistance for the formerly assisted family ends or ended, subject to any guidance implemented by HUD.

5.5 TRANSITIONING EHV FAMILIES

In accordance with HUD Notices PIH 2025-19, PIH 2026-02 and 24 CFR § 982.54, GHA establishes a local preference for families currently assisted under the Emergency Housing Voucher (EHV) program who are eligible and wish to transition to the Housing Choice Voucher (HCV) program as EHV funding phases out.

Policy:
GHA will offer a local preference to EHV families who meet the following criteria:

1. The family is currently assisted under the EHV program administered by GHA.
2. The family remains income-eligible for the HCV program.
3. The family is in good standing with GHA (e.g., no outstanding debts, lease violations, or program violations).
4. The family expresses interest in transitioning to the HCV program within the timeframe established by GHA.

Implementation Procedures:

- EHV families who meet the above criteria will be offered the opportunity to be placed on the HCV waiting list with a priority preference.
- These families will be placed ahead of other applicants on the waiting list, except for applicants with higher-ranking statutory or local preferences, if applicable.
- GHA will notify eligible EHV families in writing and provide instructions for expressing interest in the transition.

Effective Date:
This preference will take effect upon approval by GHA's Board of Commissioners and will remain in place until all eligible EHV families have been offered the opportunity to transition or until EHV funding is fully expended, whichever comes first.

6.0 ASSIGNMENT OF UNIT SIZE (SUBSIDY STANDARDS)

6.1 UNIT SIZE MATCHING

1. The Greensboro Housing Authority will issue a housing choice voucher for a

particular bedroom size – the bedroom size is a factor in determining the family's level of assistance.

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	3	6
4	5	8
5	7	10

2. The standards are based on 2 persons per bedroom of living/sleeping room.

3. In determining bedroom size, the Greensboro Housing Authority will provide a separate bedroom for the head-of-household, or head-of-household and spouse. GHA will provide a separate bedroom for:

a. children to be born to single pregnant woman,

b. children who are in the process of being adopted,

c. children whose custody is being obtained,

d. children currently under a 50% or more joint custody decree,

e. children who are temporarily away at school or temporarily in foster care.

f. persons of different generations, and

g. children of opposite sex age nine and older.

4. The family of a live-in aide will not be considered in determining bedroom size.

(i) As recorded in 24 CFR Section 5.403, a live-in aide is a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is: (1) 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. It should be noted that the definition applies to a specific person. In accordance with this definition, a live-in aide is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family.

Occasional, intermittent, multiple or rotating care givers do not meet the definition of a live–in aide since 24 CFR Section 982.402(7) implies live-in-aides must reside with a family

permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA. Therefore, regardless of whether these caregivers spend the night; an additional bedroom should not be approved. (*See Section 10.8 on Verification of Live-in Aides)*

(**ii**) The PHA may disapprove such a person if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act and all other screening criteria (see Section 4.6).

5. The following exceptions may apply:

a. A validated request for the accommodation of a disability indicating the need for an additional bedroom occupancy (i.e., the individual needs space to store medical equipment and supplies). The family must provide documentation to substantiate the type of medical equipment and how long it is expected to be needed.

b. When a family has submitted documentation from a healthcare provider and successfully been granted an additional bedroom, GHA will continue to verify every year during annual inspection that the extra bedroom is still being used to hold such medical equipment. If the extra bedroom is not being used for the intended purpose, GHA will reduce the subsidy standard and corresponding payment standard at the family's next annual recertification. GHA may take further action, if any family obligations under 24 CFR Section 982.551 were violated.

The Greensboro Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a disability or a medical reason why the larger size is necessary.

The family unit size will be determined by the Greensboro Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family. The family may select a unit that may be larger or smaller than the family unit size. However, GHA will not approve a unit in excess of one (1) bedroom above the family's established voucher size.

Once selected from the waiting list, GHA will allow applicants to add family members as a result of birth, adoption, legal custody, guardianship (as defined by Section 10.6) or marriage. Other family members may be added in limited circumstances, at the discretion of GHA on a case-by-case basis and determined by the Vice President and/or designee~~Chief Operating Officer~~. Such circumstances include, but are not limited to, family members with disabilities, elderly parents, and adult children returning from military service.

6.2 BRIEFING

When the Greensboro Housing Authority selects a family from the waiting list, the family will be invited to attend a virtual or in-person briefing explaining how the program works. In order to receive a housing choice voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session if approved in advance by the GHA. If the family fails to attend the briefing 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. An explanation of how portability works, including the family's assistance can be affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, and other elements of the portability process that could affect the family's assistance. The Greensboro Housing Authority will not discourage the family from choosing to live anywhere in or outside its jurisdiction under portability procedures, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order;

F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas;

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 when the family initially rents a unit and the fact that the family may have to pay a security deposit from its own funds;

H. A description of the homeownership program, if one exists; and

I. An explanation of information contained in the Housing Choice Voucher packet.

6.3 PACKET

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

A. The term of the housing choice voucher and the Housing Authority's policy on extensions and how suspensions of the term work under HUD's regulation. 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 how the payment standard is determined, exception payment standard rent areas, and the utility allowance schedule;

D. How the Housing Authority determines the maximum rent for an assisted unit and rent reasonableness;

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, including how the family's assistance can be affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, other elements of the portability process that could affect the family's assistance, and a list of names, addresses and phone numbers of neighboring authorities;

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") and any other information HUD provides on the subject;

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 list of landlords or other resources (such as newspapers, organizations, and online search tools) known to the Greensboro Housing Authority who may be willing to lease a unit to the family or help the family find a unit, including owners with properties located outside areas of poverty or minority concentration;

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Greensboro 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. Greensboro 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;

R. The Greensboro Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program;

S. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act;

T. A written explanation of the advantages of the living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, school's transportation, and other services in these areas; and

U. A listing or map that delineates areas of poverty or minority concentration in the jurisdiction. Also, applicants shall be given information about job opportunities, schools, and other services in non-concentrated neighborhoods.

6.4 ISSUANCE OF HOUSING CHOICE VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Greensboro Housing Authority will issue the housing choice 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 will submit the HUD-required tenancy addendum, the Request for Tenancy Approval form and an unsigned proposed lease. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the housing choice voucher.

Screening is the responsibility of the owner.

6.5 TERM OF THE HOUSING CHOICE VOUCHER

The initial term of the housing choice voucher will be 60 calendar 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. To obtain an extension, the family must make a request prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. 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 calendar 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 calendar days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, it will grant the additional search time.

Upon submittal of a completed Request for Tenancy Approval form, the Greensboro Housing will suspend the term of the housing choice 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 calendar days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is acting on their request.

If a family's voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher Program and start over again. If the waiting list is closed, they must wait until the Greensboro Housing Authority is once again accepting applicants for the program. They will be treated exactly like all other new applicants for the program.

6.6 APPROVAL TO LEASE A UNIT

The Greensboro 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 HUD Required Inspection;

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); The amount of the monthly rent to owner;

4. 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

5. 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 certifies that he or she is not in a conflict of interest situation with the tenant.

G. 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

H. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the necessary party(ies) 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 HUD Required 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.

Contracts will not be executed later than 60 calendar days after the beginning of the lease term baring unusual circumstances. In no event will a contact be consummated after 180 days has passed.

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

6.7 GREENSBORO HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). The Housing Authority may also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a HCVP Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Choice Voucher 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 HUD Required Inspection for units leased under HCVP or with applicable housing standards for units leased with project- based HCVP assistance or leased under any other Federal Housing Choice Voucher 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, Greensboro 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 housing choice voucher (currently shopping) unless the Greensboro Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;

I. The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or

J. Other conflicts of interest under Federal, State, or local law.

6.8 INELIGIBLE/ELIGIBLE HOUSING

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

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under HCVP;

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 (except VASH voucher holders may lease units on the grounds of the Veteran Administration Medical Center);

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 units being purchased under a HCVP 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.

H. The Greensboro 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:

- Congregate Housing
- Group Homes

- Cooperative Housing
- Single Room Occupancy Housing

I. The Greensboro Housing Authority will approve leases for the following housing types:

- Single family dwellings
- Apartments Manufactured housing
- Manufactured home space rentals
- House boats
- Shared housing

6.9 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 in compliance with State law.

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 lease has expired, or if the landlord and the tenant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Greensboro Housing Authority will issue the family a new housing choice voucher if the family does not owe the Greensboro Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a housing choice voucher within the last 12 months, and if the Greensboro Housing Authority has projected sufficient funding for continued assistance. Funding is subject to HUD discretion. If the

move is necessitated for a reason other than family choice, the 12-month requirement will be waived. This policy is consistent with all civil rights laws and regulations.

7.1 WHEN A FAMILY MAY OR MAY NOT MOVE

For families already participating in the Housing Choice Voucher Program, the Greensboro Housing Authority will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or

C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner); or

D. The family or a member of the family is or has been the victim of domestic violence, sexual assault, dating violence, or stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member. The Greensboro Housing Authority will not terminate assistance if the family, with or without prior notification to the housing authority, already moved out of a unit in violation of the lease, if such move occurred to protect the health or safety of a family member who is or has been the victim od 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 dwelling unit.

For families already participating in the Housing Choice Voucher Program, the Greensboro Housing Authority will not allow the family to move to a new unit if:

A. The family is not income eligible in the receiving agency's jurisdiction; or

B. The family has moved out of their unit in violation of the lease unless the reason for the move is to protect a victim of VAWA who is otherwise in full compliance with all other

program requirements and reasonable believed to be in imminent danger from the abuser.

C. The family owes any monies to the Greensboro Housing Authority

For families already participating in the Housing Choice Voucher Program, the Greensboro Housing Authority may deny a family's request to move to a new unit:

A. If the family violates any family obligations under the program;

B. If any member of the family has been evicted from federally assisted housing in the

last five years;

C. If a PHA has ever terminated assistance under the program for any member of the family;

D. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

E. If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;

F. If the family has not reimbursed any PHA 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;

G. If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement.);

H. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation;

I. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel;

J. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program;

K. If the family has been engaged in criminal activity or alcohol abuse

L. If the family does not comply with our policy on the timing and frequency of moves.

M. If the family is not eligible to portability due to being a nonresident when admitted to the program; or

N. If the Greensboro Housing Authority has insufficient funding for continued assistance to the family.

1. A voucher cannot be rescinded if the Greensboro Housing Authority has approved a move, subsequently finds out a funding shortfall will occur and the family cannot remain in its old unit (e.g. the unit has already been leased to another family).

2. Under portability, an initial housing authority cannot terminate a portability unit because it is not a party to the HAP contract.

7.2 PROCEDURES REGARDING FAMILY MOVES

GHA will not enter into a new HAP contract with families considering transferring to a new unit until the concerned family attends a move briefing. The briefing is intended to provide the following information:

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 when initially renting a unit;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 calendar days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move;

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 calendar 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 Greensboro 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 Greensboro Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Greensboro Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must have the landlord or his agent sign a statement and return a copy to GHA staff. Failure to follow the above procedures may subject the family to termination from the program.

When a request to move is due to a disability of a family member, even if a family might

otherwise be restricted from moving (e.g., under a "one move per year" policy or because of insufficient funding), GHA will consider the request under reasonable accommodations in accordance with HUD's regulations, including reasonable accommodations relating to moves that are necessary for a qualified individual with a disability to benefit from the program.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE GREENSBORO HOUSING AUTHORITY

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the Greensboro Housing Authority at the time the family first submits its application for participation in the program to the Greensboro Housing Authority may lease a unit anywhere in the jurisdiction of the Greensboro Housing Authority or outside the Greensboro Housing Authority jurisdiction as long as there is another entity operating a tenant-based Housing Choice Voucher covering the location of the proposed unit. This does not apply when the family or an affiliated individual is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or an affiliated individual. To the degree possible, portability moves will be utilized to affirmatively further fair housing.

If the head or spouse of the assisted family did not have a legal residence in the jurisdiction of the Greensboro Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Greensboro 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 Greensboro Housing Authority. This does not apply when the family or an affiliated individual is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or an affiliated individual. To the degree possible, portability moves will be utilized to affirmatively further fair housing.

A family's eligibility to exercise the portability option is to be determined by the Initial Housing Authority.

If a family chooses to port to another housing authority's jurisdiction, the Initial Housing Authority shall inform the family that it may be re-screened by the Receiving Housing Authority and may lose its assistance if the family fails to meet the Receiving Housing Authority's screening criteria.

Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Greensboro Housing Authority allow a tenant to improperly break a lease. Under extraordinary circumstances the Greensboro Housing Authority may consider allowing more than one move in a 12-month period, or as a reasonable accommodation for a family with disabilities.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered. If more than one housing authority operates a Housing Choice Voucher in the jurisdiction where the participant is moving, the participant may choose which housing authority the participant wants to administer the voucher. This does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or an affiliated individual. To the degree possible, portability moves will be utilized to affirmatively further fair housing.

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. This does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking and the move is needed to protect the health or safety of the family or family member. To the degree possible, portability moves will be utilized to affirmatively further fair housing.

If a family has moved out of their assisted unit in violation of the lease, the Greensboro Housing Authority will not issue a housing choice voucher, and will terminate assistance in compliance with Section 16.0, Termination of the Lease and Contract.

This will not apply if the family has complied with all program requirements and the family has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit. This does not apply when the family or an affiliated individual is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or an affiliated individual. To the degree possible, portability moves will be utilized to affirmatively further fair housing.

To the degree possible, portability moves will be utilized to affirmatively further fair housing

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 HCVP.

B. If a portable family is already a tenant in the Initial Housing Authority's HCVP, 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 housing choice voucher. If there is more than one such housing authority, the family may choose which housing authority shall become the Receiving Housing Authority. The Initial Housing Authority shall provide the family with the appropriate contact information for the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

A. When the Greensboro Housing Authority is the Initial Housing Authority:

1. The Greensboro 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 Greensboro Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant and otherwise eligible to move.

3. The Greensboro Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher. If there are more than one agency administering vouchers in the area the family wants to move to, the family shall choose which one to use.

4. The Greensboro Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family via email or other delivery confirmation.

5. The Greensboro Housing Authority will immediately mail, email or fax the Receiving Housing Authority a completed Part I of HUD Form 52665, the most recent HUD Form 50058 (Family Report) for the family, and a copy of the family's voucher. If the family is an applicant and not a participant, the Greensboro Housing Authority will provide the Receiving Housing Authority with the family information and income information in a format similar to that utilized by the 50058. It shall also provide any verification information and a copy of the voucher signed by the participant and the Greensboro Housing Authority.

6. If financial circumstances dictate, the Greensboro Housing Authority may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if GHA has insufficient funds to pay the higher subsidy amounts and the receiving housing authority declines to absorb the family. While the Board of Commissioners must establish this policy after an examination of the fiscal affairs of the organization, individual denials of portability shall only occur after the GHA has determined that the receiving housing authority will not absorb the family. The denial of absorption shall be documented in that person's file.

This can only occur if the portability action would cause the Greensboro Housing Authority

to be unable to avoid terminating the vouchers of current voucher participants during the affected calendar year. If a family is denied its portability request, no subsequent families will be admitted to the program until GHA has determined that sufficient funding exists to approve the move and has notified the family that the family may now exercise its move to the higher cost area.

GHA will notify the HUD Field Office in writing that it is denying a portability move. The notification will include:

1. A financial analysis that demonstrates insufficient funds are projected to meet the current calendar year projection of expenses. The projection must not include vouchers that have been issued but are not yet under contract.

2. A statement certifying the Greensboro Housing Authority has ceased issuing vouchers and will not admit families from their waiting list while the limitation on moves to a higher cost unit is in place.

3. A copy of this Section 8 Administrative Plan stating how the GHA will address families who have been denied moves.

If a family is denied a portability request due to lack of funding, it shall be so notified in writing when the denial is made. The letter shall include the period the family's request to move will remain active six months and how they will be notified when funds become available.

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

1. When the portable family requests assistance from the Greensboro Housing Authority, the Greensboro Housing Authority will within ten (10) calendar days of HAP contract execution (not its effective date) inform the Initial Housing Authority via email or other delivery confirmation that it will absorb the family into its program or notify the Initial Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial Housing Authority for assistance on behalf of the portable family.

   Completing Part II of HUD Form 52665 in a timely manner (10 business days or less of the date the HAP contract is executed) will accomplish this. If the family is absorbed, the Greensboro Housing Authority will also send the Initial Housing Authority a new HUD Form 50058.

   The family will attend the briefing and the Greensboro Housing Authority will issue a housing choice voucher to the family as long as the initial voucher has not expired (if it has expired, the Greensboro Housing Authority will contact the Initial Housing Authority to determine whether it will extend the voucher or if the family shall be referred back to the Initial Housing Authority). The term of the Greensboro Housing Authority's housing choice voucher will not expire before 30 calendar days after the expiration date of any Initial Housing Authority's housing choice voucher. The Greensboro Housing Authority will

determine whether to extend the housing choice voucher term. The decision to extend will consider the Greensboro Housing Authority's existing absorption policy and the billing deadline date provided by the Initial Housing Authority in the 52665.

If an extension is granted, the Initial Housing Authority will be informed of this decision. The family must submit a request for tenancy approval to the Greensboro Housing Authority during the term of the Greensboro Housing Authority's housing choice voucher. If the Greensboro Housing Authority has decided to bill the Initial Housing Authority, the request for tenancy approval must be received in enough time for GHA to process a Request for Tenancy Approval and execute a HAP contract before the billing deadline date.

2. The Greensboro Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Greensboro Housing Authority's subsidy standards. If we want to do so, the Greensboro Housing Authority reserves the right to conduct an income reexamination for a participant family. Also, when a receiving housing authority, the Greensboro Housing Authority's policies will govern the ported voucher.

3. The Greensboro Housing Authority will 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 housing choice voucher. In any event the Greensboro Housing Authority will notify the Initial Housing Authority of what is occurring before the expiration deadline established in the HUD Form 52665. If the family has leased a unit, the Greensboro Housing Authority will notify the Initial Housing Authority of this fact within ten (10) working days following the date the HAP contract was executed and in time that it will be received no later than sixty (60) days following the expiration date of the family's voucher issued by the Initial PHA.

4. In order to provide tenant-based assistance for portable families, the Greensboro 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 Greensboro Housing Authority may decide to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.

5. The Greensboro Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

6. As the receiving housing authority, the Greensboro Housing Authority will accept all eligible portability families, with limited exceptions. If an exception is utilized, the Greensboro Housing Authority will seek prior approval from HUD.

7. If a family is denied admission to the program, the participant is entitled to

request an informal hearing.

8. If the family decides not to lease in our jurisdiction, it shall be referred back to the Initial Housing Authority.

9. Although the Greensboro Housing Authority will promptly issue a voucher to an incoming portability family, it will still subject the families to its normal screening procedures. If the family fails to pass the screening thresholds either the voucher will be revoked or the family will be terminated from the program if a unit has already been leased.

C. Absorption by the Greensboro Housing Authority

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

The decision to absorb or not will be made on a case-by-case basis and will solely be the decision of the Greensboro Housing Authority. If absorbed, the family is assisted with funds available under the consolidated ACC for the Greensboro Housing Authority's Tenant-Based Program. The decision to absorb, or not, will be communicated in writing to the initial housing authority as soon as possible. A decision to absorb is irreversible without the permission of the initial housing authority.

D. Portability Billing

To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees as long as all HUD required deadlines have been complied with. The billing procedure will be as follows:

1. As the Initial Housing Authority, the Greensboro Housing Authority will within thirty (30) calendar days of receipt of the completed Part II of the HUD Form 52665 reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family in a form and manner the Receiving Housing Authority is able and willing to accept. Payments made after the first payment shall be sent in time for the Receiving Housing Authority to receive the payment no later than the fifth working day of the month. 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.

   The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for the lesser of 80% of its prorated column B administrative fee, 100% of the Receiving Housing Authority's normal column B administrative fee, or a negotiated amount that both housing authorities agree to of the Initial Housing Authority's ongoing 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 HUD is prorating the administrative fee, the prorated amount will be used.

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 become the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

F. On-going Responsibilities as a Receiving Housing Authority

When the Greensboro Housing Authority is a receiving agency, it will:

1. Send the Initial Housing Authority an updated HUD Form 50058 at each annual recertification or Interim reexamination so the Initial Housing Authority can reconcile it with its records.

2. Send the Initial Housing Authority a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount within ten (10) working days of the effective date of any change in the billing amount. If the Receiving Housing Authority fails to update the 50058 on time, the Initial Housing Authority will continue payments based on the last 50058 received.

3. Notify the Initial Housing Authority within ten (10) working days following the effective date of the termination of the billing arrangement if the Greensboro Housing Authority decides to absorb a family whose voucher it had previously been administering.

4. Promptly notify the Initial Housing Authority if the family decides it wants to move to yet another jurisdiction and request that the Initial Housing Authority send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.

5. Any special purpose vouchers shall retain their original character and rules.

6. Retain copies of all communication between Initial and Receiving Housing Authorities.

G. FSS Portability

A family participating in the FSS program is generally required to lease a unit in the initial PHA's jurisdiction for a minimum of 12 months after the effective date of the contract of participation. Initial PHAs may allow a move during this 12-month period. After this 12-month period, FSS families may move under portability as long as they are eligible to move under regular HCV program regulations and requirements.

FSS regulations allow an FSS family that ports to continue participation in the initial PHA's FSS program, if the FSS family demonstrates to the satisfaction of the initial PHA that the family will be able to fulfill its responsibilities under the initial or a modified contract of participation. At the receiving PHA's discretion, FSS families that port may be admitted into the FSS program of the receiving PHA. In certain cases, participation in FSS for a family that moves under portability will not be possible.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

The Greensboro Housing Authority will determine a family's annual income in accordance with HUD regulations at 24 CFR 5.609 as amended by HOTMA Final Rule (88 FR 9600). Annual income includes all amounts, monetary or not, which go to or are received on behalf of the family head or spouse (even if temporarily absent), or to any other family member. ,

Once the annual income is determined, the Greensboro Housing Authority subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment. If a tenant disputes the EIV-reported income information and is unable to provide acceptable documentation to resolve the dispute, GHA will request written third-party verification. GHA will continue to verify income from sources not available in EIV.

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 not specifically excluded from annual income.
3. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date;
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

In accordance with HOTMA and 24 CFR § 5.609, GHA will determine annual income based on the **expected average income over a 12-month period**, considering the full cycle of employment and anticipated periods of non-employment.

- The PHA will **not annualize current income** alone if it does not reflect the normal income cycle.
- Families may be required to provide prior year earnings (e.g., W-2s, tax returns, or employer statements) to establish a typical annual pattern.

- If an individual is expected to be employed for only part of the year, the PHA will average the **total income received during that employment period** across 12 months.

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 $50,000 or more (adjusted annually using the CPI-W). 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. GHA will accept a family's self-declaration of the amount of assets of less than $50,000, and the amount of income expected to be received from those assets. Income that could have been derived from assets worth more than $1000 that were disposed of for less than fair market value within the past two years will be counted as income. Where the family net assets exceed $50,000, GHA will require supporting documentation (e.g. bank statements) to confirm the authenticity of those assets. Retirement accounts and educational savings accounts will not be considered a net family asset.

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 and severance pay. (However, lump sum additions are excluded.)

6. Welfare assistance.

   a. Welfare assistance payments

      i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

         (a) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

         (b) Are not otherwise excluded under paragraph Section 9.3 of this policy.

   b. 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.

   c. Imputed welfare income.

      i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Greensboro Housing Authority by the welfare agency), plus the total amount of other annual income.

      ii. At the request of the Greensboro Housing Authority, the welfare agency will inform the Greensboro 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 Greensboro Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Greensboro 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 Greensboro 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 Greensboro Housing Authority will not include imputed welfare income in annual income if the family was not an assisted tenant at the time of the sanction.

vi. If a tenant is not satisfied that the Greensboro Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Greensboro Housing Authority denies the family's request to modify such amount, then the Greensboro Housing Authority shall give the tenant written notice of such denial, with a brief explanation of the basis for the Greensboro Housing Authority's determination of the amount of imputed welfare income. The Greensboro Housing Authority's notice shall also state that if the tenant does not agree with the determination, the tenant may contest the decision in accordance with our informal review policy.

d. Relations with welfare agencies

i. The Greensboro Housing Authority will ask welfare agencies to inform 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 Greensboro 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 Greensboro 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 Greensboro 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 Greensboro Housing Authority shall rely on the welfare agency notice to Greensboro 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. Expenses related to attending an institution of higher education must not be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges. GHA must verify the amounts of tuition and required fees charged by the school when determining annual income. GHA may wish to verify those amounts using the student's bill or account statement (including an online account statement) as provided by the school's registrar's office, or by contacting the registrar's office directly. Many institutions of higher education provide an itemized list covering tuition and fees that are charged to a majority of their students on their websites.

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. If a participant purchases a home using the Section 8 Homeownership option, the value of this asset shall be excluded from the income calculation

for the first ten years of ownership from the closing date. For all re-certifications occurring after ten years of ownership, the value of the asset shall equal the fair market value of the property minus any loans on the property and minus 10% of the fair market value of the property.

The fair market value of the property will be determined by the assessed value as determined by the County Assessor if the assessed value is made at market value. This market value will be obtained by reviewing and documenting the local assessment roll or the owner's most recent property tax bill. If a market value tax assessment is not available, then the Greensboro Housing Authority will use the sales comparison method examining at least three comparable properties in the surrounding (or similar) neighborhood that possess comparable factors that affect market value.

For determining the loans on the property, GHA will first try to verify the current payoff amount of the loan(s) included on the participant's monthly mortgage statement. If the payoff amount is not available, GHA may deduct the loan balance from the market value and document the file as to the method used.

For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition plus any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

C. The Greensboro Housing Authority will determine seasonally employed residents' and applicants' rent using one of two HUD-approved rent calculation methods. Residents will be informed of both methods and will be given the opportunity to select which method they want used when their rent is calculated. The applicant or resident will be required to select one of the two calculations methods: Method 1 and Method 2. For Method 1 a residents' actual income is annualized and an interim reexamination is conducted. For Method 2 a resident's anticipated income from all known sources is used with the support from a history of previous years income –no interim reexamination is conducted.

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. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent

C. 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);

D. 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;

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

F. Income of a live-in aide;

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

H. Income earned on amounts placed in a family's FSS account;

I. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

   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);

2. Amounts received by a tenant 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;

3. Amounts received under a tenant service stipend. A tenant service stipend is a modest amount (not to exceed $200 per month) received by a tenant 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, tenant initiative coordination, and serving as a member of the Greensboro Housing Authority Board of Commissioners. No tenant may receive more than one such stipend during the same period of time;

4. 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 tenant 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; payments from training programs funded by HUD or qualifying Federal, State, Tribal or local employment training programs (including training programs not affiliated with a local government) and payments from training of a family member as resident management staff from the family's income.

5. Temporary, nonrecurring, or sporadic income (including gifts and Replacement Housing "gap" payments). This specifically includes temporary income payments from the U. S. Census Bureau, defined as employment lasting no longer than 180 days per year and not culminating in permanent employment.

6. Non-recurring income that will not be repeated in the coming year, including
   - lump-sum payments from lottery or other contest winnings, or amounts received from civil rights settlements or judgments (regardless of how the payment is structured), or State refundable tax credits or State tax refunds, or funds received from Medicaid or other state/local programs meant to keep a family member with a disability living at home, or
   - Veterans' aide and attendant care, or distributions of principal from non-revocable trusts, including Special Needs Trusts
   - State and/or Tribal kinship or guardianship care payments
   - Value of "baby bond" account
   - Loan proceeds disbursed to or on behalf of a borrower, or loan proceeds received by a third party instead of the family, such as student loans or car loans
   - Payments received by Tribal members resulting from mismanagement of assets held in trust by the United States
   - Income received from any account under a retirement plan recognized by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; however, any distribution of periodic payments from these retirement accounts are included as income at the time they are received by the family
   - Lump-sum payments from lottery or other contest winnings. However, PHAs and owners would consider any actual or imputed returns from assets as income at the next applicable income examination.

In the case where the lump sum addition to assets would lead to imputed income, which is unearned income, which increases the family's annual adjusted income by ten percent or more, then the addition of the lump sum to the family's assets will trigger an immediate interim reexamination of income,

based on information that the family provides. This will allow GHA flexibility regarding reexamination of income as soon as the lump sum is added to the family's net family assets, unless the addition takes place in the last 3 months of family's income certification period and GHA or the owner chooses not to conduct the examination.

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. All adoption assistance payments will be excluded;

9. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

10. 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;

11. 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

12. Direct federal or state economic stimulus payments; 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 provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 5044(g), 5058);

    b. Payments to Volunteers under the Dome90stic 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. Income from the disposition of funds of the Grand River Band of Ottawa Indians;

g. The first $2000 per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trusts or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission;

h. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition (See definition of Tuition in Glossary) and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109–115, section 327) (as amended); Income and distributions from any Coverdell education savings account or any qualified tuition program.

i. Payments received under the Older Americans Act of 1965;

j. Payments from Agent Orange Settlement;

k. Payments received under the Maine Indian Claims Act;

l. The value of childcare under the Child Care and Development Block Grant Act of 1990;

m. Earned income tax credit refund payments;

n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

o. Payments for living expenses under the AmeriCorps Program;

p. Any allowance paid under the provisions of 38 U.S.C. 1883(c) to children of Vietnam veterans born with spina bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean service veterans born with spina bifida;

q. Any amount of crime victim compensation (under the Victims of

Crime Act) received through crime victim assistance;

r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998;

s. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);

t. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. 1437a(b)(4));

v. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs;

w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al.* v. *Ken Salazar et al.,* United States District Court, District of Columbia, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291);

x. Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));

y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a)); and Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by states, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)). The Greensboro Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

z. ABLE accounts created under the Achieving a Better Life Experience Act of 2014 (ABLE Act) are excluded from the calculation of both income and assets.

aa. Amounts directly received by the family as a result of federal or state refundable tax credits or federal or state tax refunds at the time that they are receivedVeterans' aide and attendant care,

bb. distributions of principal from non-revocable trusts, including Special Needs Trusts, State and/or Tribal kinship or guardianship care payments

, value of any "baby bond" account,

cc. loan proceeds disbursed to or on behalf of a borrower, or loan proceeds received by a third party instead of the family, such as student loans or car loans, payments received by Tribal members resulting from mismanagement of assets held in trust by the U.S.

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent who is not the head, spouse, or co-head and is under 18 years of age, or a person with a disability, or a full-time student.

B. Elderly and/or disabled family deduction increased to $525 versus $400 per family, where the head, spouse, or co-head is 62 years or older or a person with a disability. The deduction will adjust annually based on Consumer Price Index (CPI-W) for urban wage earners and clerical worker rounded to the next lowest multiple $25.

C. The sum of the following, to the extent the sum exceeds three percent of annual income, adjusted to ten percent upon full implementation of HOTMA:

- Unreimbursed medical expenses of any elderly family or disabled family; and including any fee paid by the participant for the Medicare Prescription Drug Program; and
- 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.
-

D. Reasonable childcare expenses necessary for children 12 and younger 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.

C. Hardship exemptions:

- Health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased, or
- Financial hardship is a result of a change in circumstance that would not otherwise trigger an interim reexamination unable to pay rent because of unanticipated medical/disability expenses and families who are no longer eligible for the childcare expense deduction.
- GHA may extend the hardship exemption for childcare income deduction for additional 90-day periods if the family demonstrates that they are unable to pay their rent because of loss of the childcare expense deduction, and the childcare expense is still necessary even though the family member is no longer employed or furthering his or her education.

9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD

A. If a HCVP 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) calendar days of receipt by the tenant.

B. The Greensboro Housing Authority shall reconcile any difference between the amount reported by the tenant and the amount listed in the HUD EIV reportsn. This shall be done as promptly as possible.

C. After the reconciliation is complete, the Greensboro Housing Authority shall if appropriate, adjust the tenant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, 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 tenant had not previously reported the proper income, the Greensboro Housing Authority shall do one of the following:

1. Immediately collect the back over paid assistance paid by the agency;

2. Establish a repayment plan for the tenant to pay the sum due to the agency;

3. Terminate the tenant from the program for failure to report income; or

4. Terminate the tenant from the program for failure to report income and collect the amount of assistance over-paid by the agency.

9.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The Greensboro Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Greensboro Housing Authority will supply

upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

A. The law enforcement agency shall notify Greensboro Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;

B. The location or apprehension of the recipient is within the Greensboro Housing Authority's official duties; and,

C. The request is made in the proper exercise of the law enforcement agency's official duties.

9.7 COOPERATING WITH WELFARE AGENCIES

The Greensboro 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 HCVP tenant-based assistance program to achieve self-sufficiency.

B. To provide written verification to the Greensboro Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

10.0 VERIFICATION

The Greensboro 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 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 the following verification methods acceptable to HUD and other applicable programs, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals. Current UIV resources include the following:

a. **Enterprise Income Verification (EIV)** – The EIV System is a web- based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH)**.** Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and optional for interim re-examinations. The Greensboro Housing Authority will generate all mandatory EIV reports as required. Whether or not an admission is homeless will be noted in the 50058.

b. **State Wage Information Collection Agencies (SWICAs)**

c. **State systems for the Temporary Assistance for Needy Families (TANF) program**

d. **Credit Bureau Information (CBA) credit reports**

e. **Internal Revenue Service (IRS) Tax Transcript**

f. **Private sector databases (e.g. The Work Number)**

GHA will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, *is* specifically prohibited and will not occur.

No adverse action can be taken against a participant until the Greensboro Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include GHA requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the GHA derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years. The Greensboro Housing Authority is required to maintain at a minimum, the last three years of the form HUD-50058 and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

2. Third Party Written Verifications

An original or authentic document generated by a third-party source dated either within the 120-day period preceding the reexamination or GHA request date. Such documentation may be in the possession of the participant (or applicant) and is commonly referred to as participant-provided documents. It is the HUD's position that such participant-provided documents are written third-party verification since these documents originated from a third-party source. The Greensboro Housing Authority may, at its discretion, reject any participant- provided documents and follow up directly with the source to obtain necessary verification of information. Examples of acceptable participant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable participant-provided documents may be used for income and rent determinations.

The Greensboro Housing Authority will obtain at least two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, GHA will project income based on the

information from a traditional written third-party verification form or the best available information.

Note: Documents older than 120 days (from GHA interview/determination or request date) ~~is~~ are unacceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of $200 per month or more and the participant disputes the UIV results.

3. Written Third-Party Verification Form

Also known as traditional third-party verification, a standardized form to collect information from a third-party source is distributed by the Greensboro Housing Authority. The form is completed by the third-party by hand (in writing or typeset) and sent to GHA.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some participants may collude with the third-party source to provide false information; or the participant intercepts the form and provides false information.

HUD requires the Greensboro Housing Authority to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable participant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

The Greensboro Housing Authority will allow seven (7) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

If the family reports that any of their income consists of contributions received from relatives or acquaintances, GHA will require the family to submit the name and address of the contributor or contributors

4. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number and the facts obtained.

5. Review of Documents

When UIV, written and oral third-party verifications are not available within the seven (7) calendar-day period allowed in paragraphs 3 and 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. Self-Certification and Self-Declaration

When UIV, written and oral third-party verifications are not available within the seven (7) calendar days period allowed in paragraphs 3 and 4 above, and hand-carried verification cannot be obtained, the Greensboro Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/ participant 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 any verification method other than Up-Front Income Verification is utilized, GHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2023-27.

Level	Verification Technique	Ranking
6	**Upfront Income Verification**	**Highest** (Mandatory)
	(UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	
5	**Upfront Income Verification (UIV)** using non-HUD system	**Highest** (Optional)
4	**Written Third-Party Verification**	**High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information **and** is unable to provide acceptable documentation to support dispute)

3	**Written Third-Party Verification Form**	**Medium-Low** (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	**Oral Third-Party Verification**	**Low** (Mandatory if written third-party verification is not available)
1	**Tenant Declaration**	**Low** (Use as a last resort when unable to obtain any type of third-party verification)

10.2 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 admission, every family member regardless of age must provide GHA with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification within sixty (60) days prior to being added to the lease. GHA may grant one ninety (90) day extension if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification. Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, GHA will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

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 an individual fails to provide verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Greensboro Housing Authority may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

Prior to being admitted, 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 USCIS documentation. The Greensboro Housing Authority will make a copy of the individual's USCIS documentation and place the copy in the file. The Greensboro Housing Authority also will verify their status through the USCIS SAVE system. If the USCIS SAVE system cannot confirm eligibility, the Greensboro Housing Authority will mail information to the USCIS so a manual check can be made of USCIS 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 list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the HCVP. If they are members of families that include citizens, the rent must be pro-rated.

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 delay is caused by the family.

If the Greensboro 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 HCVP unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to HCVP for a period of 24 months from the date of termination.

10.3 TIMING OF VERIFICATION

Verification must be dated within sixty (60) calendar days of certification or reexamination for tenant-based voucher and 120 days for project-based voucher. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

10.4 FREQUENCY OF OBTAINING VERIFICATION

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. 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, 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.

10.5 VERIFICATION OF ABSENT FAMILY MEMBER

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Greensboro Housing Authority will consider any of the following as verification:

1. Documentation verifying husband and wife are legally divorced;

2. Documentation verifying husband and wife are legally separated;

3. Order of protection/restraining order obtained by one family member against another;

4. Proof of another home address, which is limited to utility bills, bank statements, and/or driver's license/state identification card;

5. Statement from the Department of Social Services verifying absence from the household; and

6. If the adult member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

10.6 VERIFICATION OF GUARDIANSHIP

One of the following documents will be required to determine verification of guardianship:

1. Documentation of Court-ordered assignment.

2. Verification from social services agency (DSS or CPS only).

3. Other (not all inclusive)

a. School placement

b. Child in head of household's Medicaid case

10.7 SPECIAL VERIFICATION FOR ADULT STUDENTS

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving a scholarship. If support is received, the certification must state the amount of the anticipated support. The Greensboro Housing Authority shall verify that amount by using normal third-party verification procedures communicating directly with the supporting person(s).

10.8 VERIFICATION OF LIVE-IN AIDES

In accordance with 24 CFR Section 982.316, GHA must approve the person identified as the live-in aide. GHA may disapprove an identified live-in aide if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to GHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Additionally, under 24 CFR Section 982.402(a), GHA must establish subsidy standards to determine the number of bedrooms needed for families of different sizes and compositions. Consequently, GHA may not approve an unidentified live-in aide. GHA will only approve one additional bedroom for a live-in aide and no additional bedrooms will be provided for the family members of the live-in aide. GHA will ensure that HUD Required Inspection will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family will violate HUD Required Inspection, the additional family members of the live-in aide will not be approved.

GHA will accept documentation from a healthcare provider validating the need for at-home service and from an at-home service provider confirming the schedule of the homecare worker. This information must show that the applicant or resident is receiving at-home services consistent with live-in aide services as recorded in 24 CFR Section 5.403.

HCVP regulations (24 CFR 5.403) define a live-in aide as a person who resides with one or more elderly persons or near-elderly persons or persons with disabilities and who is determined to be essential to the care and wellbeing of the persons; Is not obligated for the support of the persons and would not be living in the unit except to provide the necessary supportive services.

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Relatives as Live-In Aides

The issue of relatives or family members as live-in aides is one of the most complicated for

PHAs to address. Although relatives are not automatically excluded as eligible live-in aides, they must meet the definition stated earlier. It is fairly clear that a pre-existing household member does not qualify as a live-in aide. It is more complicated when a child moves into a unit to assist an ailing parent or vice versa or when a live-in aide becomes a boyfriend or girlfriend after moving into the unit.

10.9 INCOME DISCREPANCY REPORT

An EIV Income Report shall be pulled from the system before annual or interim reexamination are conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the participant or a substantial difference (defined as $2400 or more annually) in the reported income information, the Greensboro Housing Authority will:

A. Discuss the income discrepancy with the participant; and

B. Request the participant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and

C. In the event the participant is unable to provide acceptable documentation to resolve the income discrepancy, the Greensboro Housing Authority will request from the third-party source, any information necessary to resolve the income discrepancy; and

D. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively*; and

E. Take any other appropriate action.

The Greensboro Housing Authority will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The participant will be provided an opportunity to contest GHA's determination of overpayment of the HAP. Participants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The participant may contest the findings in accordance with established grievance procedures. The Greensboro Housing Authority will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between participant-reported and EIV-reported income information, the Greensboro Housing Authority will obtain from the participant, any necessary documentation to complete the income determination process. As noted previously, the Greensboro Housing Authority may reject any participant-provided documentation, if the Authority deems the documentation unacceptable. Documentation provided by the participant will only be rejected for only the following

reasons:

A. The document is not an original; or

B. The original document has been altered, mutilated, or is not legible; or

C. The document appears to be a forged document (i.e. does not appear to be authentic).

GHA will explain to the participant, the reason(s) the submitted documents are not acceptable and request the participant to provide additional documentation. If at any time, the participant is unable to provide acceptable documentation that the Greensboro Housing Authority deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to GHA.

If the third-party source does not respond to the Greensboro Housing Authority's request for information, the Authority is required to document the participant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The Greensboro Housing Authority will then pursue lower-level verifications in accordance with the verification hierarchy.

10.10 THE EIV'S DECEASED TENANTS REPORT

GHA shall generate the EIV's Deceased Tenants Report at least quarterly sbefore disbursing HAP payments to owners to see if the system flags deceased residents. GHA shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2023-279 or successor publications.

In the event that a household member is misidentified as deceased on the Deceased Tenants Report, GHA will notify the individual in writing and advise the individual to contact SSA so that SSA may correct its records.

10.11 STREAMLINED INCOME DETERMINATION

The Greensboro Housing Authority has decided that any family member with a fixed source of income that constitutes 90% or more of his or her income may have his or her income determined for annual reexaminations using a streamlined income determination unless the family requests a third-part verification. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) (if there has been one announced for that year) or current rate of interest to the previously verified or adjusted income amount.

"Family member with a fixed source of income'' is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

A Social Security, Supplemental Security Income, Supplemental Disability Insurance;

B Federal, state, local, or private pension plans;

C Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or

D Any other source of income subject to adjustment by a verifiable COLA or current rate of interest and determined appropriate by the Greensboro Housing Authority.

In the initial year, the Greensboro Housing Authority determines if any of the family member's sources of income are fixed. This determination shall be made by either:

1. comparing the amount of income from the fixed source(s) as indicated on the current year's EIV report or on a family provided document, to the amount generated during the prior year;

2. or by asking the resident.

If so determined, this shall be noted in the tenant file. This shall be repeated for new sources of income reported by the resident to the Greensboro Housing Authority.

The Greensboro Housing Authority will use a COLA (if there has been one announced that year) or current rate of interest specific to the fixed source of income in order to adjust the income amount. The Greensboro Housing Authority will verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party–generated documentation. If no such verification is available, then the Greensboro Housing Authority will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, the Greensboro Housing Authority will obtain third-party verification of all income amounts every 3 years. This also means that if a family member with a fixed-income source that constitutes 90% or more is added to the family during year two, for example, then the Housing Authority must obtain third-party verification of all income amounts for that family member at the next reexamination if the Housing Authority wishes to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

The Greensboro Housing Authority will continue to annually conduct third-party verification of non-fixed sources of income (wages, salaries, etc.) and deductions (medical, etc.) where applicable for all family members. Also, the Greensboro Housing Authority will continue to obtain family member signatures on the consent forms required by 24 CFR 5.230, as if this provision had not been adopted.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 RENT REASONABLENESS

The Greensboro 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 calendar days before the contract anniversary date there is a 10% decrease in the published SAFMR as compared to the previous SAFMR; and

C. If the Housing Authority or HUD directs that reasonableness be re-determined.

11.2 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the real rent for the unit to the rent of comparable units in the same or comparable neighborhoods that are not assisted under any federal, state or local program. The Housing Authority will consider the location, unit type, and bedroom size. If GHA is unable to find comparability according to HUD's top three criteria, then GHA will consider the remaining criteria such as: quality, size, age, amenities, housing services, maintenance and utilities. The results of this determination shall be documented in the tenant's file.

11.3 MAXIMUM SUBSIDY

The maximum subsidy for a family is based on the payment standard adopted by the Greensboro Housing Authority and will be consistent with ~~the Small~~the Small Area Fair Market Rent that has been approved by HUD.

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

For a voucher tenancy in an insured or non-insured 236 project, a 515 project of the Rural Development Administration, a Section 202 or 811 project, or a Section 221(d)(3) below market interest rate project the maximum subsidy may not exceed the basic rent charged including the cost of tenant-paid utilities. Furthermore, if any of the units also receive the benefit of a State, local, or federal housing subsidy (e.g., Section 8 project-based housing assistance payments contract), they are ineligible units under the HCV program.

11.3.1 Setting the Payment Standard

The statute requires that the payment standard be set by the Housing Authority at between

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90 and 110% of the SAFMR without HUD's prior approval. The Greensboro Housing Authority will review its determination of the payment standard annually after publication of the SAFMRs. If the current payment standards are within the basic range (90% to 110%) of the new SAFMRs, the new payment standards will not become effective until three (3) months after their adoption. The Greensboro 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 housing choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Housing Choice Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard maybe raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

Greensboro Housing Authority will establish a payment standard of up to 120% of SAFMR as a reasonable accommodation for a family that includes people with disabilities. The exception payment standard will remain in effect until and unless a higher exception payment standard is warranted, requested, and subsequently approved.

If a higher payment standard is needed as a reasonable accommodation, the Greensboro Housing Authority shall submit the following to HUD:

A. Note whether the family is an applicant or participant family.

B. The number of household members including a live-in aide/s.

C. The voucher size the family is issued under the PHA's subsidy standards or any exception to those standards granted through a reasonable accommodation request; e.g., as a reasonable accommodation, a single-person family may be issued a two-bedroom voucher due to a need to store medical equipment.

D. The SAFMR for the voucher size or unit size, whichever is smaller.

E. When either the disability or the need for the requested accommodation is not known or readily apparent, a statement from a health care provider regarding the need for the reasonable accommodation and the features of the unit (which may include its location) which meet that person's needs.

F. The contract rent and utility allowance for the unit.

G. A statement from the PHA that it has determined the rent for the unit is reasonable, and that the unit has the feature/s required to meet the needs of the person with disabilities as noted in the statement from the health care provider where such a statement is necessary (see E. above).

H. The household's monthly adjusted income.

I. Proposed effective date of the new lease or actual effective date of the lease renewal.

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 Greensboro 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.

If the Greensboro Housing Authority reduces its payment standard after HUD adjusts/reduces its SAFMRs the Greensboro Housing Authority will not reduce the assistance to our current participants as long as they continue to live in the unit they were occupying at the time of the reduction.

11.3.2 SSELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY

A. For the housing choice 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.

11.3.3 Encouraging Participation in Areas of Non-Concentration

In order to help families, find housing outside areas of high poverty or when housing choice 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 SAFMR area.

When an exception payment standard rent has been approved and the SAFMR 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 SAFMR decreases, the exception payment standard rent authority automatically expires.

In all local areas where there are significant concentrations of low income and/or minority families, additional efforts will be taken to recruit and retain owners in non- impacted areas. In each affected local area, GHA will clearly delineate areas of concentration and neighboring areas outside these areas of concentration.

These efforts by GHA will include establishing maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

11.4 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. Special minimum rent for enhanced

vouchers Plus any rent above the payment standard.

B. Minimum Rent.

The Greensboro Housing Authority has set the minimum rent at $50, except for

Enhanced Vouchers, which are calculated individually. However, if the family requests a hardship exemption, the Greensboro 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.

C. Housing Choice 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 Greensboro 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.

iii. Hold Harmless: GHA will allow families to be held harmless, enabling families to continue to use the latest payment standard as long as the family remains in their current unit before the SAFMR is effective annually. If the family relocates to a new unit, then the family will be subject to the current payment standards set by the SAFMR.

2. The Greensboro 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.

D. Manufactured Home Space Rental: Housing Choice Vouchers

1. The payment standard for a tenant renting a manufactured home space is the published SAFMR

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;

   c. Payments made to amortize the cost of purchasing the manufactured home, including taxes and insurance (any increase due to refinancing after purchase is not included); and

   d. Utility allowance for tenant paid utilities.

3. The tenant 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.

E. 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.

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.

The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.5 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If the Greensboro Housing Authority makes a mistake in calculating a family's rent contribution and overcharges the family, the family shall receive a refund for the amount of the mistake going back a maximum of twenty-four (24) months. The refund shall be given to the family as soon as practical.

Families will not be required to repay the GHA in cases where the housing authority has miscalculated income resulting in the family being undercharged. De minimis protections apply to all calculations of income, not just during interim reexaminations. PHAs must take corrective action to credit or repay a family if the family has been overcharged for their family share as a result of an error in determining income, even if the amount is de minimis.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (Except telephone and cable television), 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. Tenants may review this information at any time by making an appointment with the Housing Authority.

The Housing Authority uses the lower appropriate utility allowance for the voucher size or the utility allowance amount for the unit actually leased by the family.

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 Housing Authority has the option to pay the utility allowance directly to a utility supplier.

11.7 HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

A. The HAP contract is a written agreement between GHA and the owner of a unit occupied by a housing choice voucher program participant. The HAP contract must be in the form prescribed by HUD. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of a specific family leasing a specific unit. The Greensboro Housing Authority uses its payment standard schedule to calculate the monthly HAP payment to the owner.

Prior to GHA approval of the assisted tenancy and the execution of a HAP contract, GHA will ensure that the following program requirements have been met:

a. Owner is eligible;

b. Unit is eligible;

c. Unit has been inspected by the PHA and meets HUD Required Inspection;

d. Lease includes the tenancy addendum;

e. Rent charged by the owner is reasonable.

B. Upon approval of the assisted tenancy, the owner and GHA can execute the HAP contract. Housing assistance payments are due to the owner on the first day of each month. The owner's right to receive housing assistance payments depends on

compliance with all the provisions of the HAP contract. The owner's endorsement of the HAP check signifies that the owner has agreed to and is in compliance with the terms of the HAP contract. No payments may be made to the owner after the family moves out of the unit or the lease term ends.

11.7.1 TERM OF HAP CONTRACT

The term of the HAP contract must run concurrently with the term of the lease, including any extensions of the lease term. Occasionally, families move into units prior to HAP contract execution, and some owners require these families to sign a lease prior to moving into the unit. In these situations, GHA must request that the owner and GHA execute a new lease once the HAP contract assigned.

The HAP contract and the housing assistance payments made under the HAP contract terminate automatically in each of the following situations:

a. Owner or tenant terminates the lease

b. Lease expires

c. GHA terminates the HAP contract

d. GHA terminates assistance for the family

e. Family moves from the unit. The owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit. The term of a new HAP contract for a new unit may begin in the same month in which the participant moves out of the previously assisted unit. This is not considered a duplicative subsidy

f. When 180 calendar days have elapsed since the PHA made the last housing assistance payment to the owner

g. If the family is absent from the unit for longer than the maximum period permitted by the GHA in its administrative plan. The owner must reimburse the GHA for any housing assistance payment for the period after the termination

h. Upon expiration of the annual contributions contract

GHA may decide to terminate the HAP contract in each of the following situations:

a. Available program funding is not sufficient to support continued assistance for families in the program

b. Unit does not meet HUD Required Inspection size requirements due to change in family composition

c. Family breaks up

d. Unit does not meet HUD Required Inspection

e. Owner breaches the HAP contract.

GHA and the owner must execute GHA contract no later than 60 calendar days from the beginning of the lease term. GHA must not make any housing assistance payments to the owner until the HAP contract has been executed. If the HAP contract is executed after the beginning of the lease term, the initial housing assistance payment would include the amount due to the owner for those days in which the unit was under lease and occupied but no HAP contract was signed, up to the maximum of 60 days. Any HAP contract executed after the 60-day period is void, and GHA cannot make any housing assistance payments to the owner.

11.8 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 within 10 business days of when due after the first two months of the HAP contract term, the owner may charge the Greensboro Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Greensboro jurisdiction 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 owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Greensboro Housing Authority. In cases where the unit passes HUD Required Inspection on the 25th day of the month or after, housing assistance payment will begin on the first of the following month.

A housing assistance payment is considered made upon being mailed by or submitted to its bank for direct deposit by the Greensboro Housing Authority.

If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, GHA will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, GHA may deduct the amount due to the Authority from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, GHA may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

In instances where a deceased single member household has been deceased for a period greater than 6 months and the owner received HAP, GHA may determine that the owner

has breached the HAP contract. As such, GHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. GHA will notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the Authority to the owner may require the owner to take corrective action, as verified or determined by GHA, by a deadline prescribed in the notice.

If the head-of-household has been authorized to have live-in aide services, the live-in aide would not be added to the lease or be considered the last remaining member of a tenant family. Since the live-in aide would not be living in the subsidized unit except to provide the necessary supportive services to the head-of-household, if the head-of-household dies and the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for any rental assistance.

GHA will not designate the live-in aide as the new head-of-household nor pay HAP on behalf of the live- in aide for any month after the month in which the head-of-household died. GHA will notify the live- in aide s/he is required to vacate the unit at the end of month.

Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

11.9 CHANGE OF OWNERSHIP

The Greensboro 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 Greensboro Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Greensboro 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. Deed of Trust showing the transfer of title or management agreement; and Tax Identification Number or Social Security Number.

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

12.0 INSPECTION POLICIES ~~AND HOUSING QUALITY STANDARDS~~

The Greensboro Housing Authority will inspect all units to ensure that they meet HUD Required Inspection and that unit size and family size are commensurate to each other. The inspections will take place in person or remote with the use of pictures and/or video. No unit will be initially placed on the HCV Program unless HUD Required Inspection is met. Units will be inspected at least biennially, and at other times as needed, to determine if the

units meet HUD Required Inspection, to verify that approved rooms for medical equipment are being used as requested and to comply with any other regulation for federally assisted housing.

The Greensboro 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 electronic notification and/or first class or bulk 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 Greensboro Housing Authority will only schedule one more inspection. If the family misses two inspections, the Greensboro Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are five types of inspections the Greensboro Housing Authority will perform:

A. Initial Inspection - An inspection that must take place to ensure that the unit passes HUD Required Inspection before assistance can begin.

B. Regular Inspection - An inspection to determine that the unit continues to meet HUD Required Inspection.

C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection - An inspection caused by a third party, i.e., HUD needing to view the unit.

E. Quality Control Inspection - Supervisory inspections based on at least the minimum number required by the HCVP Management Assessment Program (SEMAP).

12.2 OWNER AND FAMILYRESPONSIBILITY

A. Owner Responsibility for HUD Required Inspection

1. The owner must maintain the unit in accordance with HUD Required Inspection.

2. If the owner fails to maintain the dwelling unit in accordance with HUD Required Inspection, the Greensboro Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Greensboro Housing Authority's remedies for such breach of the HUD Required Inspection include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

The Greensboro Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet HUD Required Inspection, unless the owner corrects the defect within the period specified by the Greensboro Housing Authority and the Greensboro 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 30 calendar days (or any Greensboro Housing Authority approved extension). If the required repair is not made in a timely manner, the rent shall be abated beginning with the next rent check.

3. The owner is not responsible for a breach of the HUD Required Inspection that is not caused by the owner, and for which the family is responsible. Furthermore, the Greensboro Housing Authority may terminate assistance to a family because of the HUD Required Inspection breach caused by the family.

B. Family Responsibility for HUD Required Inspection

1. The family is responsible for a breach of the HUD Required Inspection 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 a HUD Required Inspection 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 30 calendar days (or any Greensboro Housing Authority approved extension).

3. If the family has caused a breach of the HUD Required Inspection, the Greensboro Housing Authority will take prompt and vigorous action to enforce the family obligations. The Greensboro Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HUD REQUIRED INSPECTION

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.

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.

b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

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.

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 or water damage.

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.

d. 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. Performance Requirement

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

2. Acceptability Criteria

The requirements apply to dwelling units built prior to 1978 that are occupied or expected to be occupied by families with children under six years of age, excluding zero-bedroom dwellings.

During initial and regular inspections of pre-1978 units that are occupied or expected to be occupied by families with children under six years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit, and common areas of the building through which tenants must pass to gain access to the unit and areas frequented by tenant children under six years of age, including play areas and child care facilities.

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

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).

2. Acceptability Criteria

The unit must have private access.

In case of fire, the building must contain an alternate means of exit such as fire stairs, or windows, including use of a ladder for windows above the ground floor.

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

, Each dwelling unit must have at least one hard-wired or 10-year sealed tamper-resistant battery smoke detector, in proper operating condition, on each level of the dwelling unit, including basements except crawl spaces and unfinished attics, within each bedroom, and within 21 feet of bedroom doors. 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 the dwelling unit is occupied by any hearing- impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

12.4 EXCEPTIONS TO THE HUD REQUIRED INSPECTION ACCEPTABILITY CRITERIA

The Greensboro Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Greensboro 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. Adequate heat shall be considered to be 68 degrees.

C. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

D. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

E. Basement space must meet the same criteria as regular sleeping spaces.

12.5 TIME FRAMES AND CORRECTIONS OF HUD REQUIRED INSPECTION FAIL ITEMS

A. Correcting Initial HUD REQUIRED INSPECTION Fail Items

The Greensboro 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 7 to 10 working days) upon receipt of a Request for Tenancy Approval. The owner and tenant will be notified in writing of the results of the inspection. If the unit fails HUD REQUIRED INSPECTION, the owner will be advised to notify the Greensboro Housing Authority to schedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HUD REQUIRED INSPECTION requirements.

B. HUD REQUIRED INSPECTION Fail Items for Units under Contract

The owner or tenant 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 list in Section 12.6), the owner or tenant will be given 24 hours to correct the violations. For less serious failures, the owner or tenant will be given up to 30 calendar days to correct the failed item(s).

If the owner fails to correct the HUD REQUIRED INSPECTION failed items after proper notification has been given, the Greensboro Housing Authority will abate payment and terminate the contract in accordance with Sections 12.6 and 16.0.

If the tenant fails to correct the HUD REQUIRED INSPECTION failed items that are family-caused after proper notification has been given, the Greensboro Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 16.0.

C. Time Frames for Corrections

1. Life threatening emergencies must be abated within 24 hours
2. Severe repair items must be abated within 24 hours

3. Non-emergency items must be completed within 30 calendar days of the initial inspection.

D. Extensions

At the sole discretion of the Greensboro Housing Authority, extensions of up to 30 calendar 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 calendar days after the initial inspection date, the Greensboro Housing Authority will abate the rent 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.

E. Use of Photo

GHA will use photos only to document specific HUD Required Inspection deficiencies identified on the inspection form to include damages to the unit or unusual circumstances. The photos will also be used to verify that the deficiencies have been corrected properly. The landlord will be permitted to submit photos of the corrected HUD Required Inspection deficiencies to GHA within a specified time frame, eliminating the need for the inspectors to conduct a reinspection of the unit.

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat when outside temperature is below 68 degrees

D. Major plumbing leak

E. Tub or shower inoperable or drain fully clogged

F. Natural gas, propane, or LP gas leak

G. Lack of security

H. Broken lock(s) on first floor doors or windows

I. Broken windows that unduly allow weather elements into the unit

J. Electrical outlet smoking or sparking

K. Exposed electrical wires which could result in shock or fire

L. Unusable toilet when only one toilet is present in the unit

M. Missing or inoperable smoke and carbon monoxide detectors

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

O. Fire rated doors not operating properly

P. Water intrusion, rust, or foreign substance over breakers or fuses

Q. Waterlogged ceilings in eminent danger of falling

R. Dryer vent damaged or improper material

S. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT

When a unit fails to meet HUD Required Inspection and the owner has been given an opportunity to correct the deficiencies but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated as of the first day of the next month.

If the corrections of deficiencies are not made, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Greensboro Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For tenant caused HUD Required Inspection 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 Greensboro 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.

HAP contracts will be terminated after giving the owner thirty (30) calendar days' notice from the first day of a month. It will be sent with the Notice of Abatement. Termination

will end any abatement action.

12.8 ALTERNATIVE INSPECTIONS METHOD

The Greensboro Housing Authority will not conduct regular inspections for units otherwise inspected under the Low-Income Housing Tax Credit Program, or HUD for a two-period from the last such inspection. The Greensboro Housing Authority will otherwise conduct all the other types of inspections called for in Section 12.1.

13.0 RECERTIFICATION

13.1 CHANGES IN LEASE OR RENT

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

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

Assistance shall not be continued unless the Greensboro 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 tenant or owner responsibilities for utilities or appliances;

B. In the lease terms reducing the length of the lease;

C. If the tenant moves to a new unit, even if the unit is in the same building or complex.

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

13.2 ANNUAL REEXAMINATION

At least annually (within 365 calendar days of the anniversary date of the HAP contract) the Greensboro 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. A reexamination will be conducted for all moves except those falling on the same date as that of the current

reexamination date.

The Greensboro 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.

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), or other information necessary to determine the family's share of rent, and all other information necessary to comply with regulations for federally assisted housing. 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. GHA will conduct a criminal background check on all family members 18 years of age and older. The background check will include sex offender registry screening.

Upon receipt of verification, the Greensboro Housing Authority will determine the family's annual income and will calculate their family share. A new reexamination will be conducted for any moves occurring after the effective reexamination date.

13.2.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new family share will generally be effective upon the anniversary date with 30 calendar 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.

13.2.2 MISSED APPOINTMENS

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. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Greensboro Housing Authority acting to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

13.2.3 INTERIM REEXAMINATIONS

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

Families will be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Greensboro Housing Authority within 10 business days between regular reexaminations. These changes will trigger an interim reexamination.

A. An increase or decrease in income of 10% per month or above must be reported within 10 days of its occurrence to begin the interim process. GHA may decline to conduct an interim reexamination of family income if the decrease is less than ten percent of the family's annual adjusted income. GHA may decline to conduct an interim within 90 days of the customers annual recertification.

B. Rent Decreases If a family reports an income decrease outside of the time required by the PHA policy, the PHA may, per their written policy, process a rent reduction retroactively to the first rental period after the event. A retroactive decrease may not be effective prior to the later of the first of the month following: 1) the date of the change leading to the interim reexamination; or 2) the effective date of the family's most recent previous reexamination (whether initial, annual, or interim). No rent change may be applied retroactively to a time before January 1, 2024. This policy may be conditional upon certain circumstances. For example, if the resident could not report due to extenuating circumstances as approved by Vice President and/or ~~Chief Operating Officer~~designee. Any retroactive adjustment must be clearly communicated so the tenant is clear on the rent going forward.

C. A member has been added to the family through birth or adoption or court-awarded custody.

D. A household member is leaving or has left the family unit.

E. Family break-up

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

1. To whom the housing choice 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. If the family break-up results from an occurrence of domestic violence,

dating violence, or stalking, GHA will ensure that the victim retains assistance. The factors to be considered in making this decision include:

a. Whether the assistance should remain with family members remaining in the original assisted unit.

b. The interest of minor children or of ill, elderly, or disabled family members.

c. Whether family members are forced to leave the unit as a result or actual or threatened domestic violence, dating violence, or stalking.

d. Whether any of the family members are receiving protection as victims of domestic violence, dating violence, or stalking and whether the abuser is still in 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 Greensboro 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 Greensboro Housing Authority will make determinations on a case-by-case basis.

The Greensboro 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 15.2.

F. Changes in Family and Household Composition

Once selected from the waiting list, GHA will allow applicants to add family members as a result of birth, adoption, legal custody, guardianship (as defined by Section 10.6) or marriage. Other family members may be added in limited circumstances, at the discretion of GHA on a case-by-case basis and determined by the Vice President and/or designee. Chief Operating Officer.

Such circumstances include, but are not limited to, family members with disabilities, elderly parents, and adult children returning from military service.

In order to add a household member, the family must request that the new member be added to the household. A resident requesting a live-in aide will be required to provide verification of the need for a live-in aide. Before adding the new member to the lease, the individual must complete an interim form stating their income, assets, and all other information required of an applicant. 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 Greensboro 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 Greensboro Housing Authority will grant approval to add their name to the household. Failure to comply may result in termination from the Housing Choice Voucher Program. 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 13.3.3.

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 Greensboro Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

13.2.4 `ZERO INCOME REQUIREMENTS

A. When families report zero income and have no income excluded for rent computation, GHA has an obligation to pursue verification of income that reflects the family's lifestyle. Zero income families will be required to document on the Zero Income Integrity Information form expenses for: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. and whether any of these costs are being paid by an individual outside the family.

If there is no excluded income, the specialist must determine how the family is maintaining their lifestyle when the family's regular expenditures conflict with their claim of zero income.

13.2.5 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 Greensboro Housing Authority may schedule special reexaminations every 90 calendar days until the income stabilizes and an annual income can be determined.

13.2.6 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 causes a delay, 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.

14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE GREENSBORO HOUSING AUTHORITY

14.1 GENERAL

The Greensboro Housing Authority must terminate program assistance for a participating family because of any of the following actions or inactions by the household:

A. If the family was evicted from housing assisted under the HCVP for serious or repeated violations of the lease;

B. If a family member fails to sign and submit consent forms required for obtaining information on family status as part of any reexamination.

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 Greensboro Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their HCVP 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. Have a household member who is currently engaging in illegal use of a drug;

E. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

F. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;

G. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement or is currently registered under a State sex offender registration program, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification

forms, GHA will pursue eviction of the household. If a family's assistance is about to be terminated based on either the criminal check or the sex offender registration program, the participant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the termination of assistance occurs;~~Have a household member who is subject to a lifetime registration requirement or is currently registered under a State sex offender registration program. Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement or is currently registered under a state registration program. GHA will verify this information using the Dru Sjodin National Sex Offender Database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement or is currently registered under a State sex offender registration program, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification forms, GHA will pursue eviction of the household. If a family is about to be evicted from housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the eviction occurs~~;

H. If any member of the family commits drug-related or violent criminal activity in violation of Section 4.6 of this Administrative Plan and 24 CFR 982.551;

I. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

J. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

K. If the family violates GHA's policy on absence from the assisted unit for more than the maximum of 180 consecutive calendar days;

L. Have a family member who violates any family obligations under the program;

M. Have a family member who has been evicted from federally assisted housing in the last five years;

N. Have a family member whose program assistance has ever been terminated by GHA of any other PHA;

O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

P. Currently owes rent or other amounts to the Greensboro Housing Authority as a result

of unreported income in excess of $2,400 annually, or $200 monthly, and refuses to sign a repayment agreement to the Greensboro Housing Authority in connection with HCVP or public housing assistance under the 1937 Act;

Q. Have not reimbursed any Greensboro 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;

R. Have engaged in or threatened abusive or violent behavior towards any Greensboro Housing Authority staff member or resident;

For purposes of this section, the Greensboro Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Greensboro Housing Authority determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support a termination decision. Before the Greensboro Housing Authority terminates the assistance of an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The Greensboro Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If the Greensboro Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Greensboro Housing Authority will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing.

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

- Have breached an agreement with Greensboro Housing Authority to pay amounts

owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. In circumstances of a family break-up, the Greensboro Housing Authority will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

A. To whom the housing choice voucher was issued.

B. The interest of minor children or of ill, elderly, or disabled family members.

C. Whether the assistance should remain with the family members remaining in the unit.

D. 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, GHA will be bound by the court's determination of which family members continue to receive assistance in the program.

- Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement under a state registration program. A false answer to this question shall be grounds for the termination of assistance. GHA will also conduct a criminal background check on all family members 18 years of age and older which will include sex offender registry screening. If a participant is to be terminated based on either the criminal check or the sex offender registration program, the participant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the cutoff of assistance occurs. ~~If a participant is to be evicted based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the cutoff of assistance occurs~~.

- Violence Against Women

    - An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence. See Chapter 29 for GHA's policy regarding the Violence Against Women Act (VAWA).

15.0 COMPLAINTS AND INFORMAL HEARINGS FOR PARTICIPANTS

15.1 COMPLAINTS

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

15.2 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Greensboro Housing Authority will give a participant family an opportunity for an informal hearing virtually or in person_to consider whether the following Greensboro Housing Authority decisions relating to the individual circumstances of a tenant family are in accordance with the law, HUD regulations, and Greensboro 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 Greensboro Housing Authority utility allowance schedule.

   c. A determination of the family unit size under the Greensboro Housing Authority subsidy standards.

   d. A determination to terminate assistance for a tenant family because of the family's action or failure to act.

   e. A determination to terminate assistance because the tenant family has been absent from the assisted unit for longer than the maximum period permitted under the Greensboro Housing Authority policy and HUD rules.

2. In cases described in paragraphs 15.2(A)(1)(d), and (e) of this Section, the Greensboro Housing Authority will give the opportunity for an informal hearing before the Greensboro Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

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

1. Discretionary administrative determinations by the Greensboro Housing Authority.
2. General policy issues or class grievances.

3. Establishment of the Greensboro Housing Authority schedule of utility allowances for families in the program.

4. A Greensboro Housing Authority determination not to approve an extension or suspension of a housing choice voucher term.

5. A Greensboro Housing Authority determination not to approve a unit or lease.

6. A Greensboro Housing Authority determination that an assisted unit is not in compliance with HUD Required Inspection. (However, the Greensboro Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HUD Required Inspection caused by the family.)

7. A Greensboro Housing Authority determination that the unit is not in accordance with HUD Required Inspection because of the family size.

8. A determination by the Greensboro Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. The Greensboro Housing Authority will notify the family that the family may ask for an explanation of the basis of the Greensboro 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. The Greensboro Housing Authority will give the family prompt written notice that the family may request a hearing. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. 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 Greensboro Housing Authority and tenants will adhere to the following procedures:

1. Discovery

   a. The family will be given the opportunity to examine before the hearing any Greensboro 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 Greensboro Housing Authority does not make the document(s) available for examination on request of the family, the Greensboro Housing Authority may not rely on the document(s) at the hearing.

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

Note: The term document includes records and regulations.

2. Representation of the Family

At the family's 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 Greensboro 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 Greensboro Housing Authority hearing procedures.

4. Evidence

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

a. Concerning a matter for which the Greensboro 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 Greensboro Housing Authority hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Greensboro Housing Authority determines that it is not bound by a hearing decision, the Greensboro Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

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 tenant 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 Greensboro 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 tenant family may request that the Greensboro Housing Authority provide for an informal hearing after the family has notification of the USCIS decision on appeal, or in lieu of request of appeal to the USCIS. This request must be made by the tenant family within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the USCIS appeal decision.

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

16.0 TERMINATION OF THE LEASE AND CONTRACT

16.1 UNILATERAL OR MUTUAL AGREEMENTS

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 HAP contract may be terminated by t he

Greensboro Housing Authority. 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 Greensboro Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 calendar days).

2. By the owner

a. The owner **must** 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, or alcohol abuse 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;

iii. Any drug-related or violent criminal activity on or near the premises An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support a termination decision. Before the Greensboro Housing Authority terminates the assistance of an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination.

The Greensboro Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in deciding that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

v. Other good cause. Other good cause may include but is not limited to the following. These are **NOT** grounds for termination during the initial term:

(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 tenant 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.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. However, an arrest alone is insufficient evidence to terminate a tenancy.

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 including:

i. Disturbing neighbors

ii. Destroying property or engaging in activities that result in damage to unit or premises, and

iii. Carrying out living or housekeeping habits that causes damage to unit or premises.

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

d. The owner evicts the family.

2. Termination of the contract by the owner

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

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

a. The Housing Authority **may** terminate the HAP contract because:

i. The unit does not meet HUD Required Inspection space standards because of an increase in family size or change in family composition.

ii. When the family breaks up and the Greensboro Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

iii. The Greensboro Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

iv. The owner has breached the contract in any of the following ways:

a. 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 HUD Required Inspection.

b. If the owner has violated any obligation under any other housing assistance payments contract under HCV of the 1937 Act.

c. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Choice Voucher Program.

d. 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.

e. If the owner has engaged in drug-related or violent criminal activity.

b. The Greensboro Housing Authority **must** terminate the HAP contract because:

i. A family fails to sign or submit consent forms for obtaining information on family status as part of the reexamination process;

ii. The family fails to declare citizenship or provide documentation of eligible non-citizen status within required time frames;

iii. The family is evicted from housing assisted by the program for a serious or repeated violation of the lease;

iv. There is a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The members of the household may not engage in drug-related criminal activity, other violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The use of medical marijuana is included in this ban;

v. Any household member has ever been convicted for manufacturing or production of methamphetamine on the premises of federally assisted housing;

vi. A family member is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony.

vii. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work housing choice 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.

5. Cost Savings Possibilities

Unfortunately, in recent years the management of the Housing Choice Voucher Program has become more difficult for GHA and all other housing authorities managing the program. As Congress and HUD change the way they fund the program, more and more challenges face GHA.

There are no simple solutions to the challenges GHA faces and the actions we must take will vary depending on circumstances that are often beyond our control. Therefore, GHA hereby establishes in its Administrative Plan the following options that will be considered by the Board of Commissioners depending on the particular circumstances of the time. They are not listed in any particular order.

None of these options will be implemented without Board of Commissioner approval and the opportunity for affected participants to address the Board of Commissioners. Any actions taken under this section of the Administrative Plan will sunset if and when the procuring reason for the action is no longer in effect. Rescissions will also require Board of Commissioner approval.

There shall be one basic principle that will guide GHA in implementing any or all of these options – what must GHA do to assist the maximum number of eligible people in a quality Housing Choice Voucher Program while maintaining the fiscal integrity of the program. GHA shall endeavor to protect elderly and disabled families from significant impact (defined as loss of one's Housing Choice Voucher) but recognizes that what is feasible is dependent on the amount of funding provided to the program.

The options are as follows:

A. The Housing Choice Voucher Payment Standards may be reviewed in light of the funding situation. If payment standards are reduced, the lower payment standard shall go into effect immediately for new admissions, participants moving from one unit to another, and people staying in place who require a new HAP contract because they are signing a new lease. In extraordinary circumstances, GHA may be forced to ask HUD for a waiver so that even those participants staying in place without a new lease shall have their payment standard decreased immediately instead of the normal second regular reexamination after the lowering of the payment standard.

B. Since Housing Authorities do not have to wait until the HAP contract anniversary date to review owner rents and reduce them if warranted, GHA will ensure that owner rents do not exceed amounts charged for unassisted units in the same building or complex. The initial rent and all rent increases must comply with any State or local rent control limits. Further, any owner leasing promotions for unassisted tenants (e.g., the initial two months of occupancy are “rent free") must be taken into consideration in determining rent reasonableness.

C. According to HUD regulation so that no more than 40% of the participants are paying more than 30% of their monthly adjusted income for rent. If circumstances dictate it, GHA may be forced to ask for a waiver of this prohibition in order to sufficiently lower its payment standard. The utility allowance schedule may be reviewed to determine if the utility allowances are too high. If they are too high that means that the participants are being subsidized in an excess manner. The new utility allowance schedule may be placed into effect after a thirty-day notice or at a participant’s next reexamination depending on the financial circumstances GHA finds itself in.

D. An initial PHA will request that a receiving PHA absorb portable families for which GHA is being billed. This may include the receiving PHA retroactively absorbing families for which GHA was already billed and made payments. In these cases, the receiving PHA reimburses GHA for payments made back to the effective date of the absorption. Both the receiving PHA and initial PHAs must agree to this arrangement. This provision provides an exception to Section 10 of Notice PIH 2008-43 on HCV Portability and Corrective Actions. (Section 10 provides that the receiving PHA may not retroactively absorb families for which the receiving PHA was previously billing for any time period that commences before 10 working days from the time the receiving PHA notifies the initial PHA of the absorption.) GHA will attempt to get receiving PHAs to absorb whenever possible.

E. If financial circumstances dictate, GHA may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if GHA has insufficient funds to pay the higher subsidy amounts and the receiving housing authority declines to absorb the family. While the Board of Commissioners must establish this policy after an examination of the fiscal affairs of the organization, individual denials of portability shall only occur after GHA has determined that the receiving housing authority will not absorb the family. The denial of absorption shall be documented in that person’s file.

F. This can only occur if the portability action would cause GHA to be unable to avoid terminating the vouchers of current voucher

participants during the affected calendar year. If a family is denied its portability request, no subsequent families will be admitted to the program until GHA has determined that sufficient funding exists to approve the move and has notified the family that the family may now exercise its move to the higher cost area.

G. If financial circumstances dictate, GHA may deny the right of a participant to move within the jurisdiction of GHA to a portion of the jurisdiction that has a higher payment standard than the portion of the jurisdiction the participant currently lives in if GHA has insufficient funds to pay the higher subsidy amounts.

H. Housing Choice Vouchers issued to families on the waiting list that have not resulted in HAP contracts may be cancelled.

I. GHA may be forced to not reissue vouchers surrendered by current participants immediately upon their return to GHA. Instead, the vouchers may be held in GHA's inventory in order to avoid dire financial consequences. The amount of time they will be held shall be determined based upon the financial situation of GHA.

J. The subsidy standards set forth in Section 6.0 may be reexamined. The size of the unit the Housing Choice Voucher is issued for may need to be reduced. For example, the current age differential of 9 years now would apply only when the older child is 18 years or older or you may use the zero-bedroom payment standard for households with only one person.

K. A program-wide study may be conducted to ensure that families are utilizing the proper size Housing Choice Voucher for their current family size.

L. If the minimum rent is increased under Section 11.4 (B), it can be made the first of the month following the month families are notified of the increase (provided there has been at least a 30-day notice) instead of at the next reexamination.

M. Owners participating in the Housing Choice Voucher Program may be asked to voluntarily reduce the rents they are charging participants in order to assist in the financial solvency of the program. This must be a truly voluntary program.

N. The absolutely last step GHA will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance. If this becomes necessary, the following sequence shall be used to determine which individual Housing Choice Vouchers are terminated first.

a. Last on is first off.

If it becomes necessary for GHA to terminate Housing Choice Vouchers, the families terminated shall be reinstated onto the program as soon as fiscally and practically feasible. The following readmission sequence shall be utilized.

A. Date and time of application at original admission.

17.0 CHARGES AGAINST THE HCVP ADMINISTRATIVE FEE RESERVE

17.1 EXPENDITURE LIMITS

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

The Greensboro Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to $100,000 or such other amount as established in the GHA Procurement Policy for authorized expenditures.

Any item(s) exceeding the established amount will require prior Board of Commissioner approval before any charge is made against the HCVP Administrative Fee Reserve.

18.0 INTELLECTUAL PROPERTY RIGHTS

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

19.0 GREENSBORO HOUSING AUTHORITY OWNED HOUSING

Definition of PHA-owned units in accordance with HOTMA, a unit is “owned by a PHA” if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit);
(b) Owned by an entity wholly controlled by the PHA; or
(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

19.1 INDEPENDENT ENTITY

Units owned by the Greensboro Housing Authority (see definition) 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 Greensboro Housing Authority will do the following:

A. The Greensboro Housing Authority will make available through the briefing process both orally and in writing the availability of Greensboro Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice voucher holders).

B. The Greensboro Housing Authority will obtain the services of an independent entity to perform the following Greensboro Housing Authority functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Greensboro Housing Authority.

2. To assist the family in negotiating the rent.

3. To inspect the unit for compliance with HUD Required Inspection.

C. The Greensboro Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions.

D. The Greensboro Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.

E. The Greensboro Housing Authority, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

20.0 QUALITY CONTROL OF THE HCVP

In order to maintain the appropriate quality standards for the HCVP, the Greensboro Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and /or records checked shall be at least equal to the number specified in the HCVP Management Assessment Program (SEMAP) for our size housing authority.

Among the areas that shall have quality control reviews are the following:

A. The proper people were selected from the waiting list and their selection criteria

were actually met by the applicants.

B. The determination of rent reasonableness.

C. Tenants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.

D. HUD Required Inspection inspections were properly made.

E. HUD Required Inspection deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

21.0 ENHANCED SUBSIDIES FOR HOUSING VOUCHER CONVERSION ACTIONS

21.1 PRESERVATION PREPAYMENTS

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d)(3) properties) certain residents are eligible for enhanced voucher assistance.

A. Owner Prepays the Mortgage or Voluntarily Terminates the Mortgage Insurance (Preservation Prepayments)

Tenant-based assistance is offered to eligible residents of properties covered by the Emergency Low-Income Housing Preservation Act of 1987 (ELIHPA) and the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (LIHPRHA). (HUD's Office of Housing is responsible for identifying property eligibility under these provisions)

1. Covered Prepayments

To be considered an eligible property, the property must have reached its 20th year from final endorsement and meet one of the following criteria:

a. Section 221(d)(3)-market rate, limited distribution properties receiving Section 8 payments converted from Rent Supplement whose project number series is 35001-36599;

b. All Section 221(d)(3) below market interest rate properties whose

Rent Supplement Contract remains in effect between HUD and the mortgagor;

c. All Section 236 properties whose project number series are 44001-44799; 44801-44899; 45001-45999; and 58501-58999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;

d. A purchase money mortgage formerly insured under Section 221(d)(3) or 236;

e. A mortgage held by a state agency as a result of a sale by HUD without insurance, which immediately before the sale would have been eligible low-income housing under LIHPRHA; which mortgage (1) for LIHPRHA properties is, or is within 2 years of being, eligible for prepayment by contract or regulation in effect before February 5, 1988 without HUD's prior approval; or (2) for ELIHPA properties is, or is within 1 year of being, eligible for prepayment under regulation or contract in effect before February 5, 1988; or

f. All State-assisted properties that are eligible for preservation assistance under LIHPRHA or ELIHPA.

2. Flexible Subsidy Properties

Section 536 of the Preserving Affordable Housing for Senior Citizens and Families into the 21st Century Act provides that any property that receives or has received assistance under Section 201 of the Housing and Community Development Amendments of 1978 (the flexible subsidy program, 12 U.S.C. 1715z-1a) which is the subject of a transaction under which the property is preserved as affordable housing (as determined by HUD) shall be considered eligible low-income housing under Section 229 of LIHPRHA for purposes of eligibility of residents for enhanced tenant-based assistance. (The Office of Housing is responsible for determining on a case-by-case basis if a flexible subsidy property meets the requirements of Section 536 concerning the applicability of enhanced vouchers)

B. Families Eligible for Enhanced Voucher Assistance in Preservation Eligible Properties

The resident family must be residing in the preservation eligible property on the effective date of prepayment or voluntary termination of mortgage insurance (or the effective date of the transaction in the case of covered flexible subsidy properties) and must be income-eligible on that effective date.

1. Income Eligibility

In order to be eligible for enhanced voucher assistance, the resident must be:

a. a low-income family (including a very low-income or extremely low-income family);

b. a moderate-income elderly or disabled family; or

c. a moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for a voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

2. Unassisted and Assisted Families

Both previously unassisted and currently assisted residents may be eligible for enhanced voucher assistance as the result of a preservation prepayment.

A voucher participant who is residing in the property at the time of the eligibility event shall receive enhanced voucher assistance if the family meets all of the following conditions:

a. the family must meet the income requirements on the date of the eligibility event;

b. any rent increase under the voucher program must be in accordance with the lease agreement and program regulations;

c. the new gross rent must be reasonable; and

d. the family must decide to stay in the unit instead of moving.

Under the voucher program, an owner may increase the rent as permitted by the terms of the existing lease and local and state law, so long as the new rent is reasonable. The owner is not required by the program regulations to terminate the existing lease and HAP contract for current voucher participants

to receive the special enhanced subsidy.

If the above conditions are met, the payment standard utilized by the Greensboro Housing Authority to calculate the housing assistance payment is the new gross rent of the family's unit. The enhanced voucher minimum rent requirement now applies to the family (See Enhanced Voucher Minimum Rent Requirement for Stayers below).

Any family receiving Section 8 project-based assistance on the effective date of the prepayment will continue to receive the project-based assistance until the project-based contract expires or terminates. Such families will receive enhanced voucher assistance at the time of the expiration and non-renewal of the Section 8 project-based contract.

3. Eligibility Event and Existing Leases

Note that the eligibility event (e.g., the prepayment of the mortgage or the voluntary termination of a mortgage insurance contract for a preservation eligible property and the approval of the flexible subsidy transaction for flexible subsidy properties) does not in itself necessarily terminate or modify the existing leases between the owner and the current residents of the property. An owner may only legally increase the rent or terminate the lease as provided under the terms of the lease in accordance with state and local law. In addition, an owner may not increase the rent for at least 60 calendar days from the eligibility event in the case of a preservation prepayment or voluntary termination of the mortgage.

If an eligible family chooses to stay at the property, the Greensboro Housing Authority will not enter into a HAP contract that commences prior to the effective date of the rent increase.

In addition, a family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under state and/or local law.

4. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property. If the Greensboro Housing Authority determines that the family is income- eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the Greensboro Housing Authority will maintain a record of eligibility determination for that family. The Greensboro Housing Authority shall inform the family that should the family's income decrease or

the family's rent increase within three years of the eligibility event, the family may contact the Greensboro Housing Authority. Should the Greensboro Housing Authority then determine that the change in income would result in a housing assistance payment, the Greensboro Housing Authority will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the Greensboro Housing Authority when there is a decrease in family income or an increase in the family rent.

C. Voluntary Termination of Mortgage Insurance or Prepayment of Mortgage on Section 236 Property's Where Section 236 Rent Rules Remain Applicable (decoupling actions)

Where an owner voluntarily terminates the mortgage insurance or prepays the Section 236 mortgage in a preservation eligible Section 236 property and the rent setting requirements of the Section 236 program are still applicable to the property, the enhanced voucher rent would be no greater than the Basic Rent established in accordance with HUD Notice H 2000-8. Since families must pay at least 30 percent of their monthly adjusted income under the voucher subsidy formula, only those low-income families required to pay the basic rent will receive any voucher subsidy in such instance, unless the family chooses to move.

Regardless of the rents established under the rent formula for these properties, the rent reasonableness requirements of the housing choice voucher program must be met for the family to receive tenant-based assistance at the property. (The HUD Field Office is responsible for informing the Greensboro Housing Authority in cases where the rent setting requirements of the Section 236 program remain in effect).

D. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meets HUD Required Inspection, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is

available under State and/or local law.

E. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to

calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Greensboro Housing Authority utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the Greensboro Housing Authority payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. The Greensboro Housing Authority will determine whether the proposed rent for the family's unit is reasonable.

The Greensboro Housing Authority makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Greensboro Housing Authority determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in the Greensboro Housing Authority approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. The Greensboro Housing Authority will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

Under Housing conversion action, GHA will do a voucher issuance and determination of the Family’s Over-housed status. GHA will issue the eligible family an enhanced voucher based on the GHA subsidy standards or may approve request for a larger bedroom size to permit additional bedrooms if it may be necessary as a reasonable accommodation. When GHA is informed that an appropriate size unit is available, the GHA will notify the over-housed family of the availability of the unit and the family must move to the appropriate size unit in a reasonable time, the family may request an extension due to hardship where exceptions may be granted to allow additional time.

If there is no appropriate size unit currently available for the family in the project, the Greensboro Housing Authority will execute a voucher HAP contract on behalf of the family for the oversized unit, provided the rent is reasonable and the unit complies with all other voucher program requirements such as the housing quality standards. The enhanced voucher housing subsidy calculation will be based on the gross rent for the oversized unit. The subsidy calculation will continue to be based on the gross rent (including subsequent rent increases) for the oversized unit[1] until an appropriate size unit in the project becomes available for occupancy by the family.

The owner must immediately inform the PHA and the family when an appropriate size unit will become available in the project. When an appropriate size unit becomes available, the enhanced voucher family residing in the oversized unit must move to the appropriate size unit in a reasonable time (as determined by the Greensboro Housing Authority) to continue to receive enhanced voucher assistance. The family and owner will enter into a new lease and the housing authority will execute a new voucher HAP contract with the owner for the appropriate size unit. The enhanced voucher subsidy calculation is based on the gross rent for the appropriate size unit.

If an over-housed enhanced voucher family refuses to move to the appropriate size unit, the Greensboro Housing Authority will recalculate the family's housing assistance payment for the oversized unit based on the normally applicable voucher subsidy formula using the applicable payment standard established by the Greensboro Housing Authority for its voucher program.The family will be responsible for any amount of the gross rent not covered by the housing assistance payment.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit.

If the Greensboro Housing Authority determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HUD Required Inspection requirements because an increase or decrease in family size causes the unit to be overcrowded or over-housed, the family must move to an appropriate size unit in the property when it is or becomes available. The Greensboro Housing Authority is required to assist the family in locating other standard housing in the Greensboro Housing Authority jurisdiction. The family and the Greensboro Housing Authority will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that the

Greensboro Housing Authority judges to be acceptable, the Greensboro Housing Authority will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable[1] This is assuming the unit remains under the voucher HAP contract and all program requirements (such as rent reasonableness) continue to be met.

The Greensboro Housing Authority's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit if it is not reasonable or the unit fails HUD Required Inspection, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance) regardless of what happens to the family's income.

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

The method for calculating the minimum rent changes if the family's income subsequently decreases to a significant extent (15% or more) from the family's gross income on the effective date of the prepayment. Guidance on recalculating the minimum rent in cases when a family's income significantly decreases is discussed in detail in number 6 below.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The Greensboro Housing Authority's utility allowance will be used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher

assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of a prepayment or voluntary termination by the owner will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced below the enhanced minimum rent provision so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income that is at least 15 percent less than the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the Greensboro Housing Authority will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For eligible families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. the percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility

event; or

ii. 30 percent of the family's current adjusted monthly income.

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under a project-based or tenant-based contract on day the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. the percentage of the monthly adjusted income the family paid for gross rent;

ii. the Total Tenant Payment;

iii. the family share represented on the effective date of the eligibility event; or

iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the Greensboro Housing Authority will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

7. Calculating the HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the Greensboro Housing Authority's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

i. 30 percent of the adjusted family income;

ii. 10 percent of the family monthly income (gross monthly income);

iii. the welfare rent in as-paid states;

iv. the enhanced voucher minimum rent; or

v. the Greensboro Housing Authority's minimum rent.

8. Movers from the Property

If a resident decides to move from the property with the voucher assistance, the payment standard is not enhanced and the special voucher minimum rent does not apply. This applies both to families who decide to move when the eligibility event takes place and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

F. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the Greensboro Housing Authority will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Greensboro Housing Authority shall identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Greensboro Housing Authority payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Greensboro Housing Authority payment standards.

1. Enhanced Voucher Minimum Rent

The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance for as long as they remain in the property.

2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the Greensboro Housing Authority determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the Greensboro Housing Authority will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Greensboro Housing Authority utility allowance for any tenant- supplied utilities) for the unit provided the Greensboro Housing Authority determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Greensboro Housing Authority's voucher program.

If a change in the Greensboro Housing Authority's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Greensboro Housing Authority will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

21.2 OWNER OPT-OUTS

If an owner opts-out or elects not to renew an expiring contract for project-based assistance, HUD will make enhanced voucher authority available to the Greensboro Housing Authority for eligible families covered by the expiring contract.

A. Covered Opt-outs

The property must be covered in whole or in part by a contract for project-based assistance, and consist of more than four dwelling units under one of the following programs:

1. The new construction or substantial rehabilitation program under Section 8(b)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1983);

2. The property disposition program under Section 8(b) of the United States Housing Act of 1937;

3. The loan management assistance program under Section 8(b) of the United States Housing Act of 1937;

The rent supplement program under Section 101 of the Housing and Urban Development Act of 1965, provided that at the same time there is also

a Section 8 project-based contract at the same property that is expiring or terminating and will not be renewed;

4. Section 8 of the United States Housing Act of 1937, following conversion from assistance under Section 101 of the Housing and Urban Development Act of 1965; or

5. The moderate rehabilitation program under Section 8(e)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1991).

Note that an owner may not choose to opt-out of a rent supplement contract. Instead, the rent supplement assistance ends either at the end of the term of the contract (generally 40 years after the first rent supplement payment was made) or when the mortgage terminates, depending on which event occurs first.

In addition, although families affected by Section 8 moderate rehabilitation opt-outs are eligible for enhanced vouchers that are subject to enhanced vouchers rules, these opt-outs are not considered a housing conversion action because the expiring contract is between the owner and the Greensboro Housing Authority. The Housing Authority is not eligible to receive the special fee for extraordinary administrative costs and the specific funding process instructions do not apply to an owner's decision to not renew an expiring Section 8 moderate rehabilitation contract.

B. Family Eligibility for Enhanced Vouchers as a Result of an Owner Opt-out In

order to be eligible for enhanced voucher assistance, the resident must be:

1. A low-income family (including a very low or extremely low-income family); and

2. Residing in a unit covered by the expiring Section 8 project-based contract on the date of expiration.

In the case of the expiration of a covered Section 8 contract under 515(c) of MAHRA only (mark-to-market restructuring where the Section 8 project-based assistance contract is converted to tenant-based assistance), all families assisted under the expiring contract are considered income-eligible for enhanced voucher assistance.

C. Special Income Eligibility Rules for Opt-out Families in Properties Where a Preservation Prepayment Preceded the Owner Opt-out

If the owner opt-out of the Section 8 project-based contract occurs after the owner has prepaid the mortgage or voluntarily terminated the mortgage insurance of a preservation eligible property, families who do not meet the definition of a low-income family may still be eligible to receive an enhanced voucher. In order to be eligible, the family must:

1. Reside in a unit covered by the expiring contract on the date of expiration;

2. Have also resided in the property on the effective date of the prepayment; and

3. Meet the income requirements for enhanced voucher eligibility for residents affected by a preservation prepayment described below.

To determine family eligibility in this circumstance, the Greensboro Housing Authority will first determine income eligibility of the family based on the normal eligibility rules for opt-outs. For a family that is found not to be low-income, the Greensboro Housing Authority will then decide of whether the family lived in the property on the date of the prepayment. If the family resided in the property on the date of prepayment, the Greensboro Housing Authority will then determine if the family is income-eligible under the preservation prepayment rules.

1. Income Requirements for Enhanced Voucher Eligibility for Residents Affected by a Preservation Prepayment

   In order to be eligible for enhanced voucher assistance, the resident must be either:

   i. A low-income family (including a very low or extremely low-income family);

   ii. A moderate-income elderly or disabled family; or

   iii. A moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

   A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

   A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

If the family meets the preservation income requirement, the Greensboro Housing Authority will issue the family an enhanced voucher by virtue of the preservation prepayment out of the opt-out voucher allocation received from HUD.

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for an enhanced voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

D. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If the Greensboro Housing Authority determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the Greensboro Housing Authority will maintain a record of eligibility determination for that family. The Greensboro Housing Authority will inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the Greensboro Housing Authority. Should the Greensboro Housing Authority then determine that the change in income would result in a housing assistance payment, the Greensboro Housing Authority will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the Greensboro Housing Authority when there is a decrease in family income or an increase in the family rent.

E. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meet HUD Required Inspection, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

F. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Greensboro Housing Authority utility allowance for any tenant- supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the Greensboro Housing Authority normal payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed

lease

addendum apply to enhanced vouchers. The Greensboro Housing Authority will determine whether the proposed rent for the family's unit is reasonable.

The Greensboro Housing Authority makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Greensboro Housing Authority determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in the Greensboro Housing Authority approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. The Greensboro Housing Authority will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

The Greensboro Housing Authority will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, the Greensboro Housing Authority will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available in the property, a family must make a good faith attempt to find a unit outside the property. In order to determine if the family has made a good faith effort, the Greensboro Housing Authority will require the family to submit a list of potential units by address, the landlords name and telephone number.

If the family has not located an eligible unit at the end of the term of the voucher (including any extension granted by the Greensboro Housing Authority) despite making a good faith effort, the Greensboro Housing Authority will execute a housing assistance payment contract for the family's current unit, provided the unit complies with housing quality

standards and the proposed rent is determined to be reasonable.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit

prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit. The Greensboro Housing Authority will advise the family in writing that the enhanced subsidy based on the oversized unit's rent will only be paid for one year. During that year, the family may move to an appropriate size unit in the property if one becomes available and the owner agrees to mutually terminate the lease agreement for the oversized unit. The family would receive the special payment standard for the appropriate size unit if the family moves to the appropriate size unit under this circumstance.

After the initial year of assistance in the oversized unit, the Greensboro Housing Authority will apply the normal payment standard in determining the family's housing assistance payment. If the family wishes to remain in the unit and do so under regular housing choice voucher program rules, the family will have to pay the additional cost for the oversized unit out-of-pocket.
If the Greensboro Housing Authority determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HUD Required Inspection requirements because of an increase in family size that causes the unit to be overcrowded, the family must move to an appropriate size unit in the property or move to another unit not located at the property to continue to receive housing choice voucher assistance. The Greensboro Housing Authority is required to assist the family in locating other standard housing in the Greensboro Housing Authority jurisdiction. The family and the Greensboro Housing Authority will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that the Greensboro Housing Authority judges to be acceptable, the Greensboro Housing Authority will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable

The Greensboro Housing Authority's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new

rent for the family's current unit is not reasonable or the unit fails HUD Required Inspection, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent

the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance).

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The Greensboro Housing Authority's utility allowance is used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of the prepayment or voluntary termination the family will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its

present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income decline of at least 15 percent from the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the Greensboro Housing Authority will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. The percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or

ii. 30 percent of the family's current adjusted monthly income.

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under the Section 8 tenant- based voucher program on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. The percentage of the monthly adjusted income the family paid for gross rent;

ii. The Total Tenant Payment;

iii. The family share represented on the effective date of the eligibility event; or

iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family normally remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases unless it increases or decreases by a significant amount.

When a family reports a significant decrease in family income, the Greensboro Housing Authority will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

If there is a significant decline in a family's income, their rent is recalculated as the percentage of adjusted monthly income calculated at the time of the eligibility event or the family's TTP, whichever is higher. Conversely, if there is a significant increase in income, the participant's rent is the lower of the percentage of adjusted monthly income calculated at the time of the eligibility event or the original Enhanced Voucher minimum rent. Notice PIH 2019-12 sets forth examples.

7. Calculating HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the Greensboro Housing Authority's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

a. 30 percent of the adjusted family income;

b. 10 percent of the family monthly income (gross monthly income);

c. The welfare rent in as-paid states;

d. The enhanced voucher minimum rent; or

e. The Greensboro Housing Authority's minimum rent.

8. Movers from the Property

If a resident decides to move from the property with voucher assistance, the payment standard is not enhanced and the voucher minimum rent does not apply. This pertains to families who decide to move when the eligibility event takes place, and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

G. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the Greensboro Housing Authority will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Greensboro Housing Authority will identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Greensboro Housing Authority payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Greensboro Housing Authority payment standards.

1. Enhanced Voucher Minimum Rent

The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance and remain at the property.

2. The payment standard used to calculate the family subsidy will continue to be

enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the Greensboro Housing Authority determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the Greensboro Housing Authority will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Greensboro Housing Authority utility allowance for any tenant- supplied utilities) for the unit provided the Greensboro Housing Authority determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Greensboro Housing Authority's voucher program.

If a change in the Greensboro Housing Authority's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Greensboro Housing Authority will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

21.3 HUD ENFORCEMENT ACTIONS

HUD enforcement actions can take the form of either terminating a Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

Additionally, HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either an owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers that HUD issues to the Greensboro Housing Authority in the above circumstances because families must move to receive housing choice voucher assistance.

The Greensboro Housing Authority will not approve an assisted tenancy at a property if HUD has informed the Greensboro Housing Authority that the owner is debarred, suspended, or subject to a limited denial of participation.

Furthermore, the Greensboro Housing Authority may disapprove owner participation in the housing choice voucher program for a number of other grounds described in the housing choice voucher program regulations and previously set forth in this Administrative Plan. HUD encourages the Greensboro Housing Authority to disapprove a tenancy for any of these grounds in a case where vouchers are provided because HUD is taking an enforcement action against an owner.

In a few situations, families assisted under a Section 8 project-based HAP contract that is being terminated may be able to remain at the property. For instance, if the property is in good physical condition and the owner decides to turn the property over to new ownership, it may be possible for the eligible families assisted under the terminating contract to receive housing choice voucher assistance at the property. In such a case, the project-based families would qualify for enhanced vouchers. (HUD will make the determination whether enhanced or regular voucher assistance is appropriate.)

21.4 HUD PROPERTY DISPOSITION

When HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default of an FHA-insured mortgage and closing down the property or selling property to a new owner, it will supply regular housing choice vouchers to assist eligible low-income families.

22.1 REPAYMENT AGREEMENTS

When a participant owes GHA back charges and is unable to pay the balance by the due date, the resident may request that GHA allow them to enter into a Repayment Agreement. The Greensboro Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed 24 months~~, and shall not exceed $2,400.00~~. If feasible, the total amount paid will not exceed 40% of monthly adjusted income. All Repayment Agreements must be in writing and signed by both parties. They must include the following elements:

A. Reference to the paragraphs in the Section 8 information packet whereby the participant is in non-compliance and may be subject to termination of assistance.

B. The monthly retroactive repayment amount is in addition to the family's regular rent contribution and is payable to the Greensboro Housing Authority.

C. Late and missed payments constitute default of the repayment agreement and may result in termination of assistance.

D. Families will not be required to repay the GHA in cases where the housing authority has miscalculated income resulting in the family being undercharged if the difference in the determination of a family's adjusted income is $30 or less per month (de minimis). De minimis protections apply to all calculations of income, not just during interim reexaminations. PHAs must take corrective action to credit or repay a family if the family has been overcharged for their family share as a result of an error in determining income, even if the amount is de minimis.

23.0 FAMILY SELF SUFFICIENCY PROGRAM

23.1 PURPOSE

The Greensboro Housing Authority's (GHA) Family Self-Sufficiency (FSS) program is designed to promote economic self-sufficiency among families that participate in the program. GHA works with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to enable them to obtain employment that pays a living wage.

23.2 FAMILY PARTICIPATIONREQUIREMENTS

FSS is open to voucher program participants who are in good standing and have a genuine desire to become self- sufficient. Participation in the program is voluntary and families can apply at any time while receiving housing assistance.

23.3 PROGRAM REQUIREMENTS

GHA and the head of the FSS family will execute an FSS contract of participation (COP) that specifies the rights and responsibilities of both parties. The head of the FSS family and those family members who decide to participate in the program, work with a Case Manager to execute an Individual Training and Services Plan. The Case Manager will tailor services to the family's needs, and the family must fulfill all requirements to successfully obtain benefits. The contract requires that all family members comply with the lease and become independent of welfare assistance. The head or the FSS family must seek and maintain suitable employment. Possible sanctions for non-compliance with the FSS contract are termination from the program, forfeiture of the FSS escrow account, and withholding or termination of supportive services. The family may request an extension to the FSS contract, not to exceed two years, if it is mutually agreed that the family will achieve the established goals during this period.

23.4 FSS ESCROW ACCOUNT

An interest-bearing FSS escrow account is established by GHA for each participating family. Participants will be provided an account statement at least annually. This escrow credit is based on increases in the family's earned income which is credited to this account by GHA after execution of the FSS contract. The escrow account is available to the family during the term of the contract to enable the family to complete an agreed upon interim goal such as education.

If the family completes the contract with no member receiving welfare cash assistance, the balance of the FSS escrow account will be paid to the head of the FSS family. If the contract of participation is terminated the escrow will be forfeited unless otherwise stated.

The depository account may be part of the GHA overall accounts or a separate account.

Therefore, GHA has the option to:

• (1) Deposit the FSS escrow account funds into a separate bank account which will be used to account solely for the FSS escrow; or
• (2) Deposit the FSS escrow account funds into a bank account that is used for other GHA activity. GHA must ensure that FSS escrow funds are used only for the permitted uses of escrow and HUD approved. This account may be part of the GHA's overall accounts, as long as it is in compliance with § 984.305(a)(2).
•Treatment of forfeited FSS escrow account funds. FSS escrow account funds forfeited by the FSS family must be used by the PHA or owner for the benefit of the FSS participants.

(i) Specifically, such funds may be used for the following eligible activities:

(A) Support for FSS participants in good standing, including, but not limited to transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the CoP.

(B) Training for FSS Program Coordinator(s); or

(C) Other eligible activities as determined by the Secretary.

(ii) Such funds may not be used for salary and fringe benefits of FSS Program Coordinators; general administrative costs of the FSS program, for housing assistance payments (HAP) expenses or public housing operating funds; or any other activity determined ineligible by the Secretary.

23.5 GHA'S FSS FAMILY TRANSFER TO GHA'S HCV FSS PROGRAM

FSS participants transferring from Public Housing to the Housing Choice Voucher Program must contact the HCVP case manager within 30 days from date of admission to the HCV program to prevent forfeiture.

24.0 HOMEOWNERSHIP OPTION

24.1 PURPOSE

The Greensboro Housing Authority's homeownership option is designed to promote and support homeownership by a ''first-time'' homeowner -- a family that meets the definition in this Plan. It allows one or more members of the family to purchase a home. Section 8 payments supplement the family's own income to facilitate the transition from rental to homeownership. The initial 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 purchase of the home.

The HCVP homeownership assistance for a cooperative homeowner, is specifically authorized for both families that are first time cooperative homeowners and families that owned its cooperative unit prior to receiving HCV assistance.

24.2 FAMILY PARTICIPATIONREQUIREMENTS

A. In order to assure a successful transition from rental to homeownership, this program shall be open only to those who have been assisted by the HCVP rental assistance program for at least twelve months. During this period (the previous twelve months), all program requirements will have been complied with.

B. The family is qualified to participate as set forth in Section 24.3 of this policy.

C. The unit to be purchased is eligible as set forth in Section 24.4 of this policy.

D. The family has satisfactorily completed the required pre-assistance homeownership counseling.

E. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

24.3 FAMILY ELIGIBILITYREQUIREMENTS

A. The family has been admitted to the HCVP and desires to participate in the homeownership program.

B. At the commencement of homeownership assistance, the family must be one of the following:

1. A first-time homeowner;

2. A cooperative member; or

3. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.

C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the Greensboro Housing Authority, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the $15,000 per year, except in the case of an elderly or disabled family where this minimum income will be equal to the Federal Supplement Security Income (SSI) benefit for an individual living alone, multiplied by twelve.

Except in the case of an elderly family or a disabled family, the Greensboro Housing Authority shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

1. The determination of income-eligibility for admission to the Housing Choice Voucher Program;

2. Calculation of the amount of the family's total tenant payment (gross family contribution); or

3. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

D. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

1. Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week); and

2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals $15,000 per year; or

2. Any employment interruptions either were not the fault of the family member or were for less than 30 calendar days and caused by an effort to improve the family's situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family other than an elderly family or a disabled family, includes a person with disabilities, an exemption from the employment requirement shall be granted if the Greensboro Housing Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

E. The Greensboro Housing Authority shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

F. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member

has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

G. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale.

24.4 ELIGIBLE UNITS

A. Any unit that is eligible under the HCVP rental assistance program is eligible for this program except the restrictions against purchasing a unit owned by the housing authority or precluding a unit occupied by its owner or by a person with any interest in the dwelling unit are not applicable. The types of units eligible are:

1. Single family dwellings;

2. Condominiums;

3. Cooperatives; and

4. Manufactured Housing with a permanent foundation

5. PHA-owned units

6. Units not yet under construction (see 24.4(G))

B. The unit must be either existing or under construction at the time the Greensboro Housing Authority determines that the family is eligible for homeownership assistance.

C. The unit must be either a one-unit property or a single dwelling unit in a cooperative or condominium.

D. The unit must satisfy the HUD Required Inspection and have been inspected by an independent inspector designated and paid for by the family.

E. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.

F. If the unit is owned by the Greensboro Housing Authority or by an entity substantially controlled by the Housing Authority, the following additional conditions must be met:

1. The purchasing family must verify in writing that it is purchasing the units without any housing authority steering or pressure; and

2. An independent agency, approved by HUD must perform the

following functions for this type of sale:

a. Inspect the units for HUD Required Inspection compliance;

b. Review the independent inspection report;

c. Review the sales contract; and

d. Determine the reasonableness of the sale price and any housing authority provided financing.

G. The unit may not yet be under construction. If a unit is not under construction when the contract for sale is entered into then the following must be completed before assistance can begin:

1. HUD must approve the environmental review;

2. The construction must be complete; and

3. The unit must pass a HUD Required Inspection.

24.5 SEARCHING FOR A NEW HOME

Because the financial health of the Greensboro Housing Authority's HCVP depends upon having units either under lease or being purchased, it is necessary for the Greensboro Housing Authority to limit the amount of time a family can take between the time a Housing Choice voucher is issued to the family and the time a home is identified that the family wishes to purchase. Normally, families will have up to sixty (60) calendar days to locate an appropriate property and notify the housing authority. If extraordinary difficulties are encountered, the family can request up to two (2) thirty (30) day extensions that may be granted at the sole discretion of the Greensboro Housing Authority. If an extension is requested and granted, the family will orally report to the housing authority every two weeks to update the Greensboro Housing Authority on the progress of its search.

Once a suitable property has been identified and an agreement to purchase contract entered into, the Greensboro Housing Authority will determine a maximum time in which the closing must occur and the family to take occupancy of the property. This time frame will vary depending on market conditions.

If the family is unable to locate a suitable home to purchase, it can request that the Housing Choice voucher be converted into a rental assistance housing choice voucher. This request must be made before the housing choice voucher expires. Approval of the request will be at the sole discretion of the Greensboro Housing Authority with the decision being based on the effort exerted by the family and the condition of the marketplace.

Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

24.6 HOMEOWNERSHIP COUNSELING

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by the Greensboro Housing Authority (pre- assistance counseling). If possible, the counseling will be conducted by a HUD- approved counseling agency. If this is not available, the housing authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA-required pre-assistance counseling program are:

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 pre-approvals, 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, schools, and transportation in the PHA jurisdiction;

G. 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;

H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and

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.

The Greensboro Housing Authority will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will be voluntary for all homeownership assistance recipients except those requesting their second, fourteenth and fifteenth years of assistance. The reason for this mandatory counseling is to make sure the families are either off to a good start or preparing for the termination of their assistance.

24.7 HOME INSPECTIONS

The Greensboro Housing Authority will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes HUD Required Inspection.

The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components. The Greensboro Housing Authority may not require the family to use an independent inspector selected by the housing authority. The independent inspector may not be a housing authority employee or contractor, or other person under control of the housing authority. The independent inspector must be licensed by the State of North Carolina. It shall be the responsibility of the inspector to verify that he or she is licensed by the State of North Carolina.

The independent inspector must provide a copy of the inspection report both to the family and to the Greensboro Housing Authority. The housing authority will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with HUD Required Inspection (and may qualify for assistance under the Greensboro Housing Authority's tenant-based rental housing choice voucher program), the housing authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

24.8 CONTRACT OF SALE

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Greensboro Housing Authority a copy of the contract of sale.

The contract of sale must:

A. Specify the price and other terms of sale by the seller to the purchaser.

B. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.

C. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.

D. Provide that the purchaser is not obligated to pay for any necessary repairs.

E. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.

If the unit to be acquired is not yet under construction, the contract of sale must also include:

A. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.

B. The construction will not commence until the environmental review has been completed and the seller has received written notice from Greensboro Housing Authority that environmental approval has been obtained. The Seller must realize that conducting the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.

C. Commencement of construction in violation of the paragraph above voids the purchase contract and renders the HCVP homeownership assistance unavailable for the purchase of this unit.

24.9 FINANCING THE PURCHASE OF THE HOME

A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.

B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.

C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.

D. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of the Greensboro Housing Authority. The housing authority may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.

E. Unless the purchaser can convince the Greensboro Housing Authority of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.

F. All mortgage loans must close within the period of time established by the Greensboro Housing Authority at the time the purchaser and seller enter into their sale contract.

24.10 REQUIREMENT FOR CONTINUED ASSISTANCE

Homeownership assistance will only be paid while the family is residing in the home. If

the family moves out of the home, the Greensboro Housing Authority will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

A. The family must attend and complete ongoing homeownership and housing counseling before the end of the first, thirteenth and fourteenth years of assistance in order for assistance to continue.

B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

C. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

2. The composition of the assisted family residing in the unit must be approved by the Greensboro Housing Authority. The family must promptly inform the housing authority of the birth, adoption or court- awarded custody of a child. The family must request housing authority approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).

3. The family must promptly notify the Greensboro Housing Authority if any family member no longer resides in the unit.

4. The family must not sublease or let the unit.

5. The family must not assign the mortgage or transfer the unit.

6. The family must supply any information or certification requested by the housing authority to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with the housing authority for these purposes. The family must promptly notify the housing authority of their absence from the unit.

D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

E. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate,

notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decree.

F. The family shall supply the Greensboro Housing Authority with any required information requested by the housing authority. In particular this shall include information relating to the following:

1. Citizenship or related immigration matters;

2. Family income and composition;

3. Social security numbers;

4. Any mortgage or other debt placed on the property;

5. Any sale or other transfer of any interest in the home; and

6. The family's homeownership expenses.

G. The family must notify the housing authority before the family moves out of the home.

H. The family must notify the Greensboro Housing Authority if the family defaults on a mortgage securing any debt incurred to purchase the home.

I. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.

J. 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 homeownership option.

K. The family must secure the written permission of the Greensboro Housing Authority before it refinances any debt secured by the home or places any additional secured debt on the property.

L. The family must assure the Greensboro Housing Authority that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

24.11 MAXIMUM TERM OFHOMEOWNERSHIP ASSISTANCE

A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if

the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.

B. The maximum term described in the preceding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.

C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).

D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

24.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE

A. While the family is residing in the home, the Greensboro Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

1. The payment standard minus the total tenant payment; or

2. The family's monthly homeownership expenses minus the total tenant payment.

B. 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 size of the home.

If the home is located in an exception payment standard area, the Greensboro Housing Authority will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or

2. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The Greensboro Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental housing choice voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

2. Real estate taxes and public assessments on the home;

3. Home insurance;

4. Maintenance expenses of $75 per month;

5. An allowance of $25 a month for costs of major repairs and replacements;

6. The Greensboro Housing Authority's utility allowance for the home;

7. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person; and

8. Land lease payments. The family must have the right to occupy the site for a period of at least 40 years.

D. Homeownership expenses for a cooperative member may only include amounts to cover:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

3. Home insurance;

4. The PHA allowance for maintenance expenses;

5. The PHA allowance for costs of major repairs and replacements;

6. The PHA utility allowance for the home; and

7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative, or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

F. The Greensboro Housing Authority will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.

G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, Greensboro Housing Authority retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

24.13 HOMEOWNERSHIP PORTABILITY

A. A family may qualify to move outside the initial Greensboro Housing Authority's jurisdiction with continued homeownership assistance under the housing choice voucher program. Families determined eligible for homeownership assistance by the Greensboro Housing Authority may purchase a unit outside our jurisdiction, if:

1. They meet our normal requirements for portability under the rental program;

2. The receiving housing authority is administering a housing choice voucher homeownership program and the family meets the receiving housing

authority's eligibility requirements; and

3. The receiving housing authority is accepting new homeownership families.

B. Conversely, if the Greensboro Housing Authority has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.

C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a housing choice voucher or execution of a tenancy addendum) do not apply to the homeownership option.

D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable.

E. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the housing authority.

24.14 MOVING WITH CONTINUED TENANT BASEDASSISTANCE

A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with housing choice voucher rental assistance (in accordance with rental assistance program requirements) or with housing choice voucher homeownership assistance (in accordance with homeownership option program requirements). The Greensboro 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. No more than one move per year may occur in the program.

B. The Greensboro Housing Authority must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:

1. The requirement for pre-assistance counseling is not applicable.

2. The requirement that a family must be a first-time homeowner is not applicable.

C. The Greensboro Housing Authority may deny permission to move with continued assistance in the following circumstances:

1. The Greensboro Housing Authority may deny permission to move with continued rental or homeownership assistance if the housing authority determines that it does not have sufficient funding to provide continued assistance.

2. At any time, the Greensboro Housing Authority may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

24.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES

A. At any time, the Greensboro Housing Authority may deny or terminate homeownership assistance in accordance with the same rules as it utilizes for the rental program.

B. The same restrictions on admission or continued assistance in regard to criminal

activities shall apply to the homeownership program as the rental program.

C. The Greensboro Housing Authority may deny or terminate assistance for violation of tenant obligations as previously described for the rental program.

D. The PHA shall terminate housing choice voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The Greensboro Housing Authority, in its discretion, may permit the family to move to a new unit with continued housing choice voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the housing authority will deny such permission, if:

1. The family defaulted on an FHA-insured mortgage; and

2. The family fails to demonstrate that:

   a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and

   b. The family has moved from the home within the period established or approved by HUD.

25.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

25.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and, specifically in this situation, with the integrity of the employees and Commissioners of GHA, this section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

25.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither GHA nor any of its contractors or

subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with GHA or for one year thereafter:

A. Any present or former member or officer of GHA (except a tenant commissioner);

B. Any employees of GHA or any contractor, subcontractor or agent of GHA who formulates policy or who influences decisions with respect to the programs;

C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to GHA programs; or

D. Any member of the Congress of the United States.

Any member of the classes described in A-D must disclose their interest or prospective interest to GHA and HUD.

The Conflict-of-Interest prohibition under this section (25.2) may be waived by the HUD Field Office upon the request of GHA for good cause.

25.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of $25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

25.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES OF VIOLATION OF HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in GHA's Personnel Policy.

26.0 SUPPORT FOR OUR ARMEDFORCES

26.1 SUPPORT DURING DEPLOYMENT

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Greensboro Housing Authority is very supportive of these men and women.

An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Greensboro Housing Authority wants to support these brave warriors in the following manners:

A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.

B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person in ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.

C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Greensboro Housing Authority will expeditiously re-evaluate a tenant's portion of the rent if requested to do so.

D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active-duty service. If the service extends beyond 180 calendar days, the Greensboro Housing Authority will seek a waiver of the 180-calendar day limit from HUD.

27.0 ANTI-FRAUD POLICY

27.1 COMMITMENT TO COMBATING FRAUD

The Greensboro Housing Authority is fully committed to combating fraud in its Housing Choice Voucher Program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Greensboro Housing Authority. It results in the inappropriate expenditure of public funds and/or a violation of Housing Choice requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Greensboro Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Greensboro Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and

what it determines appropriate:

A. Require the tenant to immediately repay the amount in question;

B. Require the tenant to enter into a satisfactory repayment agreement;

C. Terminate the tenant's rental assistance;

D. Refer the case for criminal prosecution; or

E. Take such other action as the Greensboro Housing Authority deems appropriate.

28.0 PROJECT-BASING HOUSING VOUCHERS

The Greensboro Housing Authority has determined that project-basing some of its housing vouchers (not to exceed 20% of our authorized housing choice voucher units plus other federally favored units as described below) is in the community's interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunity. The specifics of what the Housing Authority is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements. VASH and Family Unification Program vouchers can be project-based without additional HUD approval.

The 20% cap can be increased by an additional 10% in the following circumstances:

A. The units are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302), and contained in the Continuum of Care Interim Rule at 24 CFR 578.3. See *https://www.federalregister.gov/d/2012-17546* and *https://www.federalregister.gov/d/2016-13684*.

B. The units are specifically made available to house families that are comprised of or include a veteran. A veteran is an individual who has served in the United States armed forces other than those dishonorably discharged.

C. The units provide supportive housing to persons with disabilities or to elderly persons.

The definitions of a person with disabilities and an elderly person are found at 24 CFR 5.403. Supportive housing means that the project makes supportive services available for all of the assisted families in the project and provides a range of services tailored to the needs of the residents occupying such housing. Such services may include (but are not limited to):

- meal service adequate to meet nutritional need;
- housekeeping aid,

- personal assistance,
- transportation services;
- health-related services;
- educational and employment services: or
- other services designed to help the recipient live in the community as independently as possible.

The Greensboro Housing Authority will include any project-based solicitation contemplating the use of this exception a requirement that the available services be listed and described in response to the solicitation. Such supportive services need not be provided by the owner or on-site but must be reasonably available to the families receiving PBV assistance in the project. The Greensboro Housing Authority will not require participation as a condition of living in an excepted unit, although such services will be offered.

Note that in accordance with 24 CFR 983.354, with the exception of an assisted living facility, the owner of a PBV project may not require the assisted family to pay charges for meals or supportive services, and non-payment of such charges by the family is not grounds for termination of tenancy. In the case of an assisted living facility (as defined in § 983.3) receiving PBV assistance, owners may charge families for meals or supportive services. These charges may not be included in the rent to owner or the calculation of reasonable rent.

D. The units are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey 5-Year Estimates.

These categories are separate and distinct from exceptions to the income-mixing requirements that limit the number and percentage of units within a particular project to which PBV assistance may be attached (no more than the greater of 25 units or 25 percent of the units), which is discussed later in this Administrative Plan.

If the Greensboro Housing Authority wishes to add PBV units under this exception authority, the Greensboro Housing Authority will submit all required information to the Field Office, and identify the exception category (or categories) for which the Greensboro Housing Authority will project-base additional units (up to an additional 10 percent above the normally applicable PBV program imitation) and the specific number of units that qualify under the exception category.

PBV units may only be covered by this 10 percent exception authority if the PBV HAP contract was first executed on or after April 18, 2017.

Increased project cap. Up to the greater of 25 units or 40 percent (instead of the greater of 25 units or 25 percent) of the units in a project may be project-based when the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey 5-Year Estimates. A project that qualifies for the increased project cap at the time of HAP contract execution continues to qualify for the exception for the length of the contract regardless of changes in the poverty rate for the

census tract in which the project is located.

28.1 SELECTION OF PROPERTIES TOPROJECT-BASE

A. Selection Policy

The policies as set forth herein are adopted by the Greensboro Housing Authority for the purpose of administering the HCVP Project-Based Voucher program.

The Greensboro Housing Authority will select Project-Based Voucher proposals by either of the following two methods:

1. Greensboro Housing Authority will request Project-Based Voucher Proposals. The Greensboro Housing will not limit proposals to a single site or impose restrictions that explicitly or practically preclude other submissions of proposals for Project-Based Voucher housing on different sites. Greensboro Housing Authority will select PBV proposals that best meet the needs of underserved populations.

2. The selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided) where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the Project-Based Voucher proposal selection date. Also, the earlier competitive selection proposal must not have involved any consideration that the project would receive Project-Based Voucher assistance. In this case, the vouchers can be project-based merely on a vote of the Board of Commissioners.

Once a decision to project-base units has been made but before the process begins, the Greensboro Housing Authority will electronically submit required information to HUD (see PIH Notice 2015-05 or successor requirements) at least 14 calendar days before issuing an RFP or selection based on previous competition.

If the Greensboro Housing Authority will be selecting proposals under A (1) of this section, the Greensboro Housing Authority will issue a Request for Proposals (RFP) inviting interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the project and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The RFP may include all forms of housing or individual forms (e.g., newly constructed housing only).

The Greensboro Housing Authority will advertise the RFP by (1) advertisement in at least one newspaper of general circulation, or (2) mailing invitations to bid to all known available suppliers; or a combination of such methods.

The Greensboro Housing Authority will prepare a detailed RFP package outlining;

- Program Requirements to include:
  - ineligible housing types and prohibition of assistance for units in subsidized housing; and
  - program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8; and
  - housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable; and
  - housing first occupied after January 19, 2017, shall have a broadband infrastructure available to all units.
- Application Requirements;
- Rating and Ranking of Applications; and
- Selection Process.

This information will be provided at the request of interested parties. The submission deadline date will also be a part of the RFP package. This will allow the Greensboro Housing Authority adequate time to examine the proposed site before the selection date. For existing housing, the Greensboro Housing Authority will inspect all of the units to determine whether the units substantially comply with the HUD Required Inspection.

After the closing date of the Request for Proposals, the Greensboro Housing Authority will review each proposal for completeness, determine if the proposed site meets the site selection standards, determine that the cap on number of Project-Based Voucher units in each project has not been exceeded, and score the proposal.

Projects in which the Greensboro Housing Authority has an ownership interest and is being completed to improve, develop, or replace a public housing property or site can be project-based without competition as long as the projected hard costs equal or exceed $25,000 per unit. For purposes of this section, an ownership interest means that the PHA or its officers, employees, or agents are in an entity that holds any such direct or indirect interest in the building, including, but not limited to an interest as: titleholder; lessee; a stockholder; a member, or general or limited partner; or a member of a limited liability corporation.

Prior to the selecting a project based on a previous competition or following a competition where the Greensboro Housing Authority has an ownership interest and is engaged in improving, developing or replacing a public housing property or site, the Greensboro Housing Authority will submit the information required by HUD at least 14 calendar days prior to issuing its RFP. The Greensboro Housing

Authority will give written notification to the successful proposer(s) within five (5) business days of Board approval. Public notice of the selected proposals will be published in a newspaper of general circulation for the jurisdiction. The Greensboro Housing Authority will also notify those proposers that weren't selected within five (5) business days from Board approval. The denial letter will contain the procedures for appealing the selection.

The Greensboro Housing Authority will make documentation available for public inspection regarding the basis for the Greensboro Housing Authority selection of a Project-Based Voucher proposal.

If proposers wish to appeal the selection process, they may do so by presenting their complaint in writing to the attention of the Executive Director within ten calendar days from the date contained on the denial letter from the Greensboro Housing Authority.

The Greensboro Housing Authority will seek to resolve all appeals in as informal a manner as possible. The appeal must contain, at a minimum, the following information:

- Name, address, and telephone number of the proposer appealing
- Identification of the RFP being appealed
- A statement of the reason for appealing
- Supporting exhibits, evidence, or documents to substantiate any arguments
- The form of relief requested

The Greensboro Housing Authority shall issue a decision on the appeal as expeditiously as possible after receiving all relevant information requested. The Greensboro Housing Authority may decide to suspend the award of project-based vouchers if the facts presented in the appeal warrant such action. This action will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there are no other means of resolving the matter. If the Greensboro Housing Authority Executive Director believes that an impropriety exists, then the proposed award of project-based vouchers will be canceled or revised to comply with the decision of the Chief Executive Officer.

If the appeal is not granted, the Chief Executive Officer will provide a written decision with justification for the denial of the appeal.

B. Requirements for Selection of Project-Base Housing

1. Housing Type

The Greensboro Housing Authority may attach Project-Based Voucher assistance for units in existing housing, newly constructed housing or rehabilitated housing. A housing unit is considered an existing unit if at the time of notice of the Greensboro Housing Authority selection, the units substantially comply with HUD Required Inspection.

2. Prohibition of Assistance for Ineligible Units

(a) Ineligible Units

The Greensboro Housing Authority will not attach or pay Project-Based Voucher assistance for units in the following types of housing:

i. Shared housing.

ii Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;

iii Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. Units in an assisted living facility are eligible if they provide home health care services such as nursing and therapy for residents of the housing;

iv. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;

v. Manufactured homes;

vi. Cooperative housing; and

vii. Transitional housing.

(b) High-rise Elevator Project for Families with Children

The Greensboro Housing Authority will not attach or pay Project-Based Voucher assistance to a high-rise elevator project that may be occupied by families with children unless the Greensboro Housing Authority determines there is no practical alternative and HUD approves such finding.

(c) Prohibition Against Assistance for Owner-Occupied Unit

The Greensboro Housing Authority will not attach or pay Project-Based Voucher assistance for a unit occupied by an owner of the

housing.

(d) Prohibition Against Selecting a Unit Occupied by an Ineligible Family

The Greensboro Housing Authority will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the Project-Based Voucher Program.

3. Prohibition of Assistance for Units in Subsidized Housing

The Greensboro Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

(a) A public housing dwelling unit;

(b) A unit subsidized with any other form of HCVP assistance (tenant-based or project-based).

(c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent).

(d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

(e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Greensboro Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;

(f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Greensboro Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);

(g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

(h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013).

(i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

(j) A Section 101 rent supplement project (12 U.S.C.1701s);

(k) A unit subsidized with any form of tenant-based rental assistance tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.).

(l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Greensboro Housing Authority in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

4. Prohibition of Excess Public Assistance

The Greensboro Housing Authority will only provide Project-Based Voucher assistance in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The Greensboro Housing Authority will only enter into an Agreement or HAP contract after HUD, or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

The Greensboro Housing Authority will require the owner to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. Cap on Number of Project-Based Voucher Units in Each Project

(a) Greater of 25 or 25 Percent Per Project Cap

The Greensboro Housing Authority will not select a proposal to provide Project-Based Voucher assistance for units in a project or enter into an Agreement or HAP contract to provide Project-Based Voucher assistance for units in a project if the total number of dwelling units in the project that will receive Project-Based Voucher Assistance during the term of the Project-Based Voucher HAP is more than the greater of 25 units or 25 percent of the number of the dwelling units in the project.

(b) Exception to the Greater of 25 Units or 25 Percent Per Project Cap

In the following instances, Project-Based Voucher units are not counted against the greater of 25 or 25 percent per project cap:

(i) Units exclusively serving elderly families.

(ii) Excepted units in a multi-family building.

Note: "Excepted units" means units that are specifically made available for qualifying families;

"Qualifying families" means: Elderly or disabled families; or families receiving access to supportive services.

Supportive services mean those appropriate services made available to a family trying to achieve economic independence and self-sufficiency or live in the community as independently as possible and may include:

(1) Childcare - child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;

(2) Transportation - transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;

(3) Education - remedial education; education for completion of secondary or post-secondary schooling;

(4) Employment - job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;

(5) Personal welfare - substance/alcohol abuse treatment and counseling;

(6) Household skills and management - training in homemaking and parenting skills; household management; and money management;

(7) Other services - any other services and resources,

including case management, reasonable accommodations for individuals with disabilities, that the Greensboro Housing Authority determines to be appropriate in assisting families to achieve economic independence or self-sufficiency.

(ii) Projects that are in census tracts with a poverty rate of 20 percent or less.

(iii) Projects previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD.

6. Site Selection Standards

(a) General Requirements

The Greensboro Housing Authority will not select a proposal f o r

existing housing, newly constructed, or rehabilitated Project-Based Voucher housing on a site or enter into an Agreement or HAP contract for units on the site until the Greensboro Housing Authority has determined that:

(i) Project-based assistance for housing at the selected site is consistent with the goal of whether the PBV development will provide opportunities for an underserved disabled population and expanding housing and economic opportunities as outlined in the Greensboro Housing Authority Annual and Five-Year Plan and this Administrative Policy. In making this determination, the Greensboro Housing Authority will utilize the following factors:

(1) Whether the census tract in which the proposed Project-Based Voucher development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

(2) Whether a Project-Based Voucher development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;

(3) Whether the census tract in which the proposed Project-Based Voucher development will be located is undergoing significant revitalization;

(4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;

(5) Whether new market rate units are being developed in the same census tract where the proposed Project-Based Voucher development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;

(6) If the poverty rate in the area where the proposed Project-Based Voucher development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;

(7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed Project-Based Voucher development will be located.

(8) Whether the PBV development will provide opportunities for an underserved disabled population.

(i) The site is suitable from the standpoint of facilitating and furthering fill compliance with applicable Civil Rights statutes and regulations, including the requirement that the site meet the Section 504 site selection requirements described in 24 FR 8.4(b)(5).

(i) The site meets the HUD Required Inspection site requirements at 24 CFR 982.401(1).

(b) Existing and Rehabilitated Housing Site and Neighborhood Standards

The Greensboro Housing Authority will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:

(i) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(**i**) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(i) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

(iv) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(c) New Construction Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:

(i) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

(ii) The site must not be located in an area of minority concentration, except as permitted under paragraph (iii) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

(ii) A project may be located in an area of minority concentration only if:

(1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside area of minority concentration; or

(2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

Note: "Sufficient" does not require that in every locality there be an equal number of assisted units within and outside of areas of minority concentration.

Rather, application of this standard should produce a reasonable distribution of assisted units each year so that, over a period of several years, it will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance will be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.

Units will be considered "comparable opportunities" if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent, serve the same income group, are located in the same housing market, and are in standard condition.

Application of the "comparable opportunities" standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

(A) A significant number of assisted housing units are available outside areas of minority concentration.

(B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.

(C) There are racially integrated neighborhoods in the locality.

(D) Programs are operated by the locality to assist minority families that wish to find

housing outside areas of minority concentration.

(E) Minority families have benefited from local activities (e.g., acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

(F) A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs.

(G) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

Application of the "overriding housing needs" criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a "revitalizing area"). An "overriding housing need," however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

(iv) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(v) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is a concerted program actively in progress to remedy the undesirable conditions.

(vi) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

(v**i**) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers must not be excessive.

7. Environmental Review

The Greensboro Housing Authority will not enter into an Agreement or HAP contract with an owner nor will the Greensboro Housing Authority, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:

(a) The responsible entity (a unit of general local government, a county or a state) has competed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;

(b) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(c) HUD has performed an environmental review under 24 CFR part 50 and has notified the Greensboro Housing Authority in writing of environmental approval of the site.

The Greensboro Housing Authority will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

8. Greensboro Housing Authority Owned Units

(a) Selection of Greensboro Housing Authority Owned Units

If the Greensboro Housing Authority selects its own proposal, the HUD field office or a HUD approved independent entity will review the selection process to determine that the Greensboro Housing Authority units were appropriately selected based on the selection procedures as outlined in this HCVP Administrative Plan. HUD approval must be received for the arrangements prior to entering into the AHAP for new construction and rehabilitation or prior to selecting existing housing. The information required is outlined in PIH Notice 2015-5.

(b) Inspection and Determination of Reasonable Rent

The Greensboro Housing Authority will have an independent entity approved by HUD perform the following program services:

(i) Determination of rent to owner as outlined in 28.6(A) and (B). The independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed state-certified appraiser; and

(ii) Inspections as outlined in Section 28.2 of this Administrative Plan.

(c) Nature of Independent Entity

The independent entity that performs these program services may be the unit of general local government for the Greensboro Housing Authority's jurisdiction (unless the Greensboro Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

(d) Payment to Independent Entity and Appraiser

The Greensboro Housing Authority will compensate the independent entity and appraiser from the Greensboro Housing Authority's ongoing administrative fee income (including the amounts credited to the administrative fee reserve).

The Greensboro Housing Authority will not use other program receipts to compensate the independent entity and appraiser for their services.

The Greensboro Housing Authority, independent entity, and appraiser will not charge the family any fee for the appraisal, or the services provided by the independent entity.

28.2 HOUSING QUALITY STANDARDS

Project Based Voucher Program requirements:

PBV units, while funded through the Tenant-Based Rental Assistance/HCV program appropriation, are regulated under the Lead Safe Housing Rule (LSHR) as project-based assistance under 24 CFR Part 35, Subpart H. This program clarification was issued in a 2004 amendment to the LSHR.6 Under Subpart H, owners of target housing properties receiving more than $5,000 annually per unit in project-based assistance are required to ensure that target housing receives a lead risk assessment by a certified risk assessor, regardless of whether there is a child under age 6 in residence, and that occupants are notified of the results of the risk assessment.

Owners must ensure that lead-based paint hazards identified by the risk assessment receive interim controls by a certified renovation or abatement firm, that clearance by a certified risk assessor is passed before re-occupancy occurs, and that assisted occupants are notified of the results of the hazard reduction activity. Owners must monitor and maintain any remaining lead-based paint and the hazard controls, with annual visual assessments and a reevaluation with dust testing every two years by a certified risk assessor. The housing authority is responsible for the Monitoring of owner's compliance with LSHR (Lead Safe Housing Rule). Please refer to PIH notice 2017-13 for further guidance on monitoring steps to be taken by the owner and GHA.

A. Inspecting Units

1. Pre-Selection Inspection

(a) Inspection of Site

The Greensboro Housing Authority will examine the proposed site to confirm its appropriateness before the proposal selection date.

2. Inspection of Existing Units

The Greensboro Housing Authority will inspect all the units before the proposal selection date and will determine whether the units substantially comply with the HUD Required Inspection. To qualify as existing housing, units must substantially comply with the v on the proposal selection date. The Greensboro Housing Authority will not execute the HAP contract until the units fully comply with the HUD Required Inspection.

B. Pre-HAP Contract Inspections

The Greensboro Housing Authority will inspect each contract unit before execution of the HAP contract. The Greensboro Housing Authority will not enter into a HAP

contract covering a unit until the unit fully complies with the v.

C. Turnover Inspections

The Greensboro Housing Authority will inspect the unit before providing assistance to a new family in a contract unit. The Greensboro Housing Authority will not provide assistance on behalf of the family until the unit fully complies with the HUD Required Inspection.

D. Regular Inspections

1. At least biennially during the term of the HAP contract, the Greensboro Housing Authority will inspect a random sample, consisting of at least 20 percent of the contract units in each project, to determine if the contract units and the premises are maintained in accordance with the HUD Required Inspection.

Note: Turnover inspections pursuant to paragraph C. of this section will not count toward meeting this annual inspection requirement.

2. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the Greensboro Housing Authority will re-inspect 100 percent of the contract units in the building.

E. Other Inspections

1. The Greensboro Housing Authority will inspect contract units whenever needed to determine that the contract units comply with the HUD Required Inspection, that the owner is complying with the HUD Required Inspection, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The Greensboro Housing Authority will take into account complaints and any other information coming to its attention in scheduling inspections.

The Greensboro Housing Authority will conduct follow-up inspections needed to determine if the owner (or the family if responsible) has corrected a HUD Required Inspection violation. Additionally, the Greensboro Housing Authority will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HUD Required Inspection.

2. The Greensboro Housing Authority will include a representative sample of both tenant-based and project-based units in conducting its supervisory quality control HUD Required Inspection.

F. Inspecting Greensboro Housing Authority Owned Units

1. For Greensboro Housing Authority owned units, the inspections required under this section will be performed by an independent entity approved by HUD. The independent entity that performs these inspections may be the unit of general local government for the Greensboro Housing Authority jurisdiction (unless the Greensboro Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

2. The independent entity shall provide a copy of each inspection report to the Greensboro Housing Authority and to the HUD field office where the project is located.

3. The Greensboro Housing Authority will take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the owner (Greensboro Housing Authority).

28.3 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

This section only applies to newly constructed or rehabilitated housing and does not apply to existing housing. Newly constructed or rehabilitated housing cannot be selected as existing housing at a later date.

A. Purpose and Content of the Agreement to Enter into HAP Contract

1. Requirement

The Greensboro Housing Authority will enter into an Agreement with the owner. The Agreement will be in the form required by HUD.

2. Purpose of the Agreement

In the Agreement, the owner agrees to develop the contract units to comply with the HUD Required Inspection and the Greensboro Housing Authority agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the Greensboro Housing Authority will enter into a HAP contract with the owner

for the contract units.

3. Description of Housing

a) At a minimum, the Agreement will describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the Project-Based Voucher Program:

(i) Site;

(ii) Location of contract units on site;

(iii) Number of contract units by area (size) and number of bedrooms and bathrooms;

(iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;

(v) Utilities available to the contract units (including broadband), including a specification of utility services to be paid by owner (without charges in addition to rent), and utility services to be paid by the tenant;

(vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;

(vii) Estimated initial rents to owner for the contract units;

(viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description will include the rehabilitation work write up and, where determined necessary by the Greensboro Housing Authority, specifications and plans. If the Agreement is for new construction, the work description will include the working drawings and specifications.

b.) At a minimum, the housing must comply with the HUD Required Inspection.

B. Execution of the Agreement

1. Prohibition of Excess Subsidy

The Greensboro Housing Authority will not enter the Agreement with the owner until the subsidy layering review is completed.

2. Environmental Approval

The Greensboro Housing Authority will not enter the Agreement

with the owner until the environmental review is completed and the Greensboro Housing Authority has received the environmental approval.

3. Prompt Execution of Agreement

The Agreement will be executed promptly after the Greensboro Housing Authority notice of proposal selection to the selected owner.

C. Conduct of Development Work

1. Development Requirements

The owner must carry out development work in accordance with the Agreement and the requirements of this section.

2. Labor Standards

(a) In the case of an Agreement of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.

(b) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

(c) The owner and the owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The Greensboro Housing Authority will monitor compliance with labor standards.

3. Equal Opportunity

(a) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135.

(b) The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended, 11625, 12432 and 12138.

4. Eligibility to Participate in Federal Programs and Activities

The Agreement and HAP contract will include a certification by the owner that the owner and other project principals (including officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

5. Disclosure of Conflict of Interest

The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

D. Completion of Housing

1. Completion Deadline

The owner must develop and complete the housing in accordance with the Agreement. The Agreement will specify the deadlines for completion of the housing and for submission by the owner of the required evidence of completion.

2. Required Evidence of Completion

(a) Minimum Submission

At a minimum, the owner must submit the following evidence of completion to the Greensboro Housing Authority in the form and manner required by the Greensboro Housing Authority:

(i) Owner certification that the work has been completed in accordance with the HUD Required Inspection and all requirements of the Agreement; and Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

(b) Additional Documentation

At the discretion of the Greensboro Housing Authority, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion. For example, such documentation may include:

(i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning

requirements); and

(ii) An architect's certification that the housing complies with:

(A) HUD housing quality standards;

(B) State, local, or other building codes;

(C) Zoning;

(D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or

(E) Any additional design or quality requirements pursuant to the Agreement.

E. Greensboro Housing Authority Acceptance of Completed Units

1. Greensboro Housing Authority Determination of Completion

When the Greensboro Housing Authority has received owner notice the housing is completed:

a. The Greensboro Housing Authority will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HUD Required Inspection and any additional requirement(s) imposed by the Greensboro Housing Authority under the Agreement.

b. The Greensboro Housing Authority will determine if the owner has submitted all required evidence of completion.

c. If the work has not been completed in accordance with the Agreement, the Greensboro Housing Authority will not enter into the HAP contract.

2. Execution of HAP Contract

If the Greensboro Housing Authority determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the Greensboro

Housing Authority will submit the HAP contract for execution by the owner and will then execute the HAP contract.

28.4 HOUSING ASSISTANCE PAYMENT CONTRACT

This section applies to all Project-Based Voucher assistance including assistance for existing, newly constructed, or rehabilitated housing.

A. Purpose of the HAP Contract

1. Requirement

The Greensboro Housing Authority will enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD.

2. Purpose of HAP Contract

(a) The purpose of the HAP contract is to provide housing assistance payments for eligible families.

(b) The Greensboro Housing Authority makes housing assistance payments to the owner in accordance with the HAP contract. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

B. HAP Contract Information

The HAP contract must specify:

1. The total number of contract units by number of bedrooms;

2. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;

3. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

4. Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;

5. Utilities available to the contract units, including a specification of utility

services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;

6. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;

7. The HAP contract term;

8. The number of units in any project that will exceed the PBV cap, which will be set-aside for occupancy by qualifying families (elderly or disabled families and families receiving supportive services) and

9. The initial rent to owner (for the first 12 months of the HAP contract term).

C. When HAP Contract is Executed

1. PHA Inspection of Housing

(a) Before execution of the HAP contract, the Greensboro Housing Authority will inspect each contract unit in accordance with Section 28.2 B.

(b) The Greensboro Housing Authority will not enter into a HAP contract for any contract unit until the Greensboro Housing Authority has determined that the unit complies with HUD Required Inspection.

2. Existing Housing

The Greensboro Housing Authority will promptly execute the HAP contract after the Greensboro Housing Authority selection of the owner proposal and Greensboro Housing Authority inspection of the housing.

3. Newly Constructed or Rehabilitated Housing

The Greensboro Housing Authority will execute the HAP contract after the Greensboro Housing Authority has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion.

When executing the HAP contract, the owner must certify that the units have been completed in accordance with the Agreement.

D. Term of the HAP Contract

1. Initial Term and Any Extensions

The Greensboro Housing Authority may enter into a HAP contract with an owner for an initial term of up to twenty years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than twenty years.

Within one year before expiration, the Greensboro Housing Authority may agree to extend the term of the HAP contract for an additional term of up to twenty additional years if the Greensboro Housing Authority determines an extension is appropriate to continue providing affordable housing for low-income families. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

The term and potential extensions the Greensboro Housing Authority is willing to enter into will be discussed in the project selection process.

2. Termination by the Greensboro Housing Authority – Insufficient Funding

The HAP contract will provide that the term of the Greensboro Housing Authority's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the Greensboro Housing Authority in accordance with HUD instructions.

Note: "Sufficient funding" means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP.

The Greensboro Housing Authority will not fail to make the HAP payment until after it has made all possible allowable cost saving efforts in the tenant-based program as set forth in Section 29 of this policy and there is still insufficient funding.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the Greensboro Housing Authority may terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the Greensboro Housing Authority will be implemented in accordance with HUD instructions.

3. Termination by Owner – Reduction Below Initial Rent

The owner may terminate the HAP contract, upon notice to the Greensboro Housing Authority, if the amount of rent to the owner is reduced below the

initial approved rent. In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

E. HAP Contract Amendments (to add or substitute contract units)

1. Amendment to Substitute Contract Units

At the discretion of the Greensboro Housing Authority, and subject to all Project-Based Voucher requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Prior to such substitution, the Greensboro Housing Authority will inspect the proposed substitute unit and will determine the reasonable rent for such unit and the fact that it passes HUD Required Inspection.

2. Amendment to Add Contract Units

At the discretion of the Greensboro Housing Authority, and provided that the total number of units in a project that will receive Project-Based Voucher assistance or other project-based assistance will not exceed the greater of 25 or 25 percent of the number of dwelling units (assisted or unassisted) in the project or the 20 percent of authorized budget authority of the Greensboro Housing Authority, a HAP contract may be amended to add additional Project-Based Voucher contract units in the same project. An Amendment to the HAP contract is subject to all Project-Based Voucher requirements (e.g., rents are reasonable), except that a new Project-Based Voucher request for proposals (competition) is not required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as for the anniversary and expiration dates of the HAP contract term for the Project-Based Voucher units originally placed under HAP contract. This shall only be done after informing the HUD Field Office with the information it requires and the rationale used to expand assistance to the specific project.

3. Staged Completion of Contract Units

Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

4. Condition of Contract Units

(a) Owner Maintenance and Operation

The owner must maintain and operate the contract units and premises in accordance with the HUD Required Inspection, including performance of ordinary and extraordinary maintenance.

The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the Greensboro Housing Authority and in the lease with each assisted family.

At the discretion of the Greensboro Housing Authority, the HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the Greensboro Housing Authority (in addition to, but not in place of, compliance with the HUD-prescribed HUD Required Inspection. Such additional requirements will be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

5. Remedies for HUD Required Inspection Violation

The Greensboro Housing Authority will vigorously enforce the owner's obligation to maintain contract units in accordance with the HUD Required Inspection. The Greensboro Housing Authority will not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HUD Required Inspection.

If the Greensboro Housing Authority determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the Greensboro Housing Authority may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

6. Maintenance and Replacement – Owner's Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the project concerned as established by the owner.

7. Owner Responsibility

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR part 982.452 applies as follows:

(a) 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.

(b) Maintaining the unit in accordance with HUD Required Inspection, including performance of ordinary and extraordinary maintenance.

(c) Complying with equal opportunity requirements.

(d) Preparing and furnishing to the Greensboro Housing Authority information required under the HAP contract.

(e) Collecting from the family:

(i) Any security deposit.

(ii) The tenant contribution (the part of rent owner not covered by the housing payment).

(iii) Any charges for unit damage by the family.

(iv) Enforcing tenant obligations under the lease.

(v) Paying for utilities and services (unless paid by the family under the lease).

(vi) Provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person see the following note: *Note: Reasonable Modification of Existing Premises*

(A) It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear expected. The landlord may not increase for handicapped persons any customarily required security deposit.

However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy,

the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest-bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

(B) However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest-bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.

8. Owner Certification

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

(a) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HUD Required Inspection.

(b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.

(c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the Greensboro Housing Authority, and the lease is in accordance with the HAP contract and HUD requirements.

(c) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.

(d) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.

(e) The amount of the housing assistance payment is the correct amount due under the HAP contract.

(f) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

(g) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the Greensboro Housing Authority, HUD, or any other public or private source) for rental of the contract unit.

(h) The participating family does not own or have any interest in the contract unit.

28.5 OPERATION OF PROJECT-BASEDPROPERTIES

A. Project-Based Waiting List

The Greensboro Housing Authority shall use a separate waiting list for admission to the Project-Based HCVP Assistance Program. All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-Based Assistance Program, the rejection will not alter the applicant's position on the HCVP Tenant Based Assistance Program. Greensboro Housing Authority may use separate waiting lists for PBV units in individual projects or buildings where accommodations have been made for special needs populations. Greensboro Housing Authority may also elect to accept referrals which identify special needs populations that may be best served by developments providing targeted accommodations.

The waiting list for the Project-Based HCVP Assistance Program will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.

2. Substantive contacts between the Greensboro Housing Authority and the will be documented in the YARDI System.

B. Admission Preferences

Admission preferences will be consistent with all applicable Federal nondiscrimination and civil rights statutes and requirements.

The Greensboro Housing Authority will select families based on the following preferences within each bedroom size category and on our local housing needs and

priorities.

Greensboro Housing Authority will give priority and maintain a separate waiting list for those families living in GHA-owned communities that will be displaced due to asset repositioning, redevelopment or relocation.

A. Disaster Victims who are Public Housing Residents in another jurisdiction affected by a natural disaster mandated by the Department of Housing and Urban Development or victims by a natural disaster, as designated by local, state or federal government, within the Greensboro Housing Authority's jurisdiction.

B. B. Families with an adult member currently and consecutively employed the for past 12 months. Those working in the GHA's jurisdiction can get a preference but not those attending school in Greensboro.
Or Head, spouse, or sole member is age 62 or older.
Or Head, spouse, or is a sole member is disabled based on HUD definition.
Or, enrolled full-time in an accredited non-profit institution of higher education (university, college, or community college); Full-time students must have completed at least the first year of their academic requirements and continuing. Graduates must be gainfully employed within a six-month time frame.
Or, enrolled in a job-training program, or a program that prepares someone for a job. Persons on job training or job readiness programs must complete at least 50% of their course work; and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference.

C. Displaced person(s): Individuals or families displaced by public; or private action or natural disaster. This Preference includes individuals or families who have received a written condemnation notice from the City of Greensboro indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation are not eligible for this preference.

D. All other applicants that reside in GHA jurisdiction.

E. Applicants who satisfy preference criteria but who reside outside of GHA's jurisdiction.

Selection from the Waiting List

If an applicant is removed from the Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the applicants' position on the HCVP Tenant Based Assistance Program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based HCVP Assistance Program. The owner must promptly notify the Greensboro Housing Authority in writing if an applicant is rejected and the grounds

for the rejection.

Under this plan, the first qualified applicant in sequence on the HCVP Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is a unit with special accessibility features for persons with disabilities, the Greensboro Housing Authority will skip over families not requiring the accessible unit to reach a family who does require such accommodation

Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she will have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.8.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The Greensboro Housing Authority will maintain a record of units offered, including location, date and circumstances of each offer and each acceptance or rejection, including the reason for the rejection.

All HCVP Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the HCVP Project-Based Assistance Program waiting list.

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 Greensboro 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.

28.6 PROJECT-BASED BRIEFING

When the Greensboro Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing virtual or in person explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members are 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 Greensboro Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Greensboro 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:

1. A description of how the program works;

2. Family and owner responsibilities;

3. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move with continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance; and

4. A description of the Greensboro Housing Authority's policy on providing information to owners.

28.7 PROJECT-BASED BRIEFING PACKET

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

1. How the Housing Authority determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);

2. 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;

3. The HUD-required lead-based paint brochure;

4. 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;

5. The family and owner responsibilities under the lease and HAP contract;

6. The grounds upon which the Housing Authority may terminate assistance

because of the family's action or inaction; and

7. Greensboro 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.

28.8 LEASING OF CONTRACT UNITS

1. Owner Selection of Tenants

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the Greensboro Housing Authority from the Greensboro Housing Authority waiting list.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

2. Size of Unit

The contract unit leased to each family must be appropriate for the size of the family under the Greensboro Housing Authority's subsidy standards.

28.9 VACANCIES

1. Filling Vacant Units

The owner must promptly notify the Greensboro Housing Authority of any vacancy (or expected vacancy) in a contract unit. After receiving the owner notice, the Greensboro Housing Authority will make every reasonable effort to promptly refer a sufficient number of families to the owner to fill such vacancies.

The owner must lease vacant contract units only to eligible families on the Greensboro Housing Authority waiting list referred by the Greensboro Housing Authority.

It is expected that the Greensboro Housing Authority and the owner will make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

2. Reducing Number of Contract Units

If any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the Greensboro Housing Authority to fill such vacancies), the Greensboro Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) t h a t have been vacant for such period.

28.10 TENANT SCREENING

The Greensboro Housing Authority has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy.

1. Owner Responsibility

   (a) The owner is responsible for screening and selection of families to occupy the owner's units.

   (b) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:

      (i) Payment of rent and utility bills:

      (ii) Caring for a unit and premises:

      (iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;

      (iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and

      (v) Compliance with other essential conditions of tenancy.

2. Providing Tenant Information to Owner

   (a) The Greensboro Housing Authority will give the owner:

      (i) The family's current and prior address (as shown in the Greensboro Housing Authority records); and

      (ii) The name and address (if known) of the landlord at the family's current and any prior address.

   (b) When a family wants to lease a dwelling unit, the Greensboro

Housing Authority will offer the owner other information in the Greensboro Housing Authority possession about the family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members.

28.11 LEASE

1. Tenant's Legal Capacity

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

2. Form of Lease

The tenant and the owner must enter a written lease for the unit. Both the owner and the tenant must execute the lease.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or for the premises, the lease must be in an acceptable form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a Greensboro Housing Authority model lease.

In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

3. Required Information

The lease must specify all of the following:

(a) The names of the owner and the tenant;

(b) The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);

(c) The term of the lease (initial term and any provision for renewal);

(d) The amount of tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;

(e) A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and

(f) The amount of any charges for food, furniture, or supportive services.

4. Initial Term of the Lease

   The initial lease term must be for at least one year.

5. Tenancy Addendum

   The tenancy addendum in the lease shall state:

   (a) The program tenancy requirements; and

   (b) The composition of the household as approved by the Greensboro Housing Authority (names of family members and any Greensboro Housing Authority live-in aide).

   All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

6. Changes in Lease

   If the tenant and the owner agree to any change in the lease, such change must be in writing and the owner must immediately give the Greensboro Housing Authority a copy of all such changes.

   The owner must notify the Greensboro Housing Authority in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the Greensboro Housing Authority and in accordance with the terms of the lease relating to its amendment. The Greensboro Housing Authority will re-determine reasonable rent in accordance with Section 28.6 (A), based on any change in allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

7. Lease Provisions Governing Tenant Absence from the Unit

   The owner's lease may specify a maximum period of tenant absence from the unit that may be shorter than the maximum period permitted by the Greensboro Housing Authority in Section 2.3(H) of this Administrative Plan.

28.12 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant. The Greensboro Housing Authority prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which 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 used to reimburse the owner, the owner must promptly refund the full amount of the 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. The Greensboro Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.

30.0 OWNER TERMINATION OF TENANCY AND EVICTION

1. In general, Section 16.0, Termination of the Lease and Contract, of this Administrative Plan applies with the exception that 16(A)(2)(v) (3) & (4) do not apply to the Project-based Voucher Program. In the Project-based Voucher Program "good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. Eviction for drug and alcohol abuse applies to the Project-based Voucher Program.

2. Upon lease expiration, an owner may:

   (a) Renew the lease;

   (b) Refuse to renew the lease for good cause;

   (c) Refuse to renew the lease without good cause, which case the Greensboro Housing Authority will provide the family with a tenant-based voucher and the unit will be removed from the Project-based Voucher HAP contract.

30.1 OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

1. Family Occupancy of Wrong-size or Accessible Unit

   The Greensboro Housing Authority's subsidy standards determine the appropriate unit size for the family size and composition. If the Greensboro Housing Authority determines that a family is occupying a:

   (a) Wrong-size unit, or

(b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Greensboro Housing Authority must promptly notify the family and the owner of this determination, and of the Greensboro Housing Authority's offer of continued assistance in another unit pursuant to paragraph (2) of this section.

2. Greensboro Housing Authority Offer of Continue Assistance

If a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Greensboro Housing Authority will offer the family the opportunity to receive continued housing assistance in another unit.

The Greensboro Housing Authority will offer the following housing options as continued assistance.

(a) Project-based voucher assistance in an appropriate-size unit (in the same community or in another project-based voucher community);

(b) Other housing assistance (e.g., by occupancy of a public housing unit);

(c) Tenant-based rental assistance under the voucher program; or

(d) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

3. Greensboro Housing Authority Termination of Housing Assistance Payments

If the Greensboro Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the Greensboro Housing Authority will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the Greensboro Housing Authority).

If the Greensboro Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with (2) above, and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by the Greensboro Housing Authority, or both, the Greensboro Housing Authority will terminate the housing assistance payments for the wrong- sized or accessible unit, at the expiration of a reasonable period as determined by the

Greensboro Housing Authority.

30.2 WHEN OCCUPANCY MAY EXCEED THE GREATER OF 25 OR 25 PERCENT CAP ON THE NUMBER OF PROJECT-BASED VOUCHER UNITS IN EACH PROJECT

1. Except as provided in Section 28.1(B)(5)(b), the Greensboro Housing Authority will not pay housing assistance under the HAP contract for contract units in excess of the PBV cap.

2. If referring families to the owner for admission to excepted units, the Greensboro Housing Authority will give preference to elderly or disabled families, or to families receiving supportive services.

3. A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the PBV cap exception will be required to vacate the unit within a reasonable period of time established by the Greensboro Housing Authority, and the Greensboro Housing Authority will cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit will be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the project in accordance with Section 28.4 (E) or the owner terminates the lease and evicts the family.

30.3 FAMILY RIGHT TO MOVE

A family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent to vacate, with a copy to the Greensboro Housing Authority in accordance with the lease.

If the family has elected to terminate the lease after the first year in compliance with the lease, the Greensboro Housing Authority will offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

Note: Before providing notice to terminate the lease, the family must contact the Greensboro Housing Authority to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a project-based voucher unit, the Greensboro Housing Authority will give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

The Greensboro Housing Authority and all PBV property owners will operate the property in a manner to affirmatively further fair housing. No admission preference shall intentionally discriminate against any member of a protected class. Both the Greensboro Housing Authority and all PBV property owners shall operate their properties in compliance with all Federal nondiscrimination requirements.

30.4.1 DETERMINING THE RENT TO OWNER

1. Initial and Redetermined Rents

   (a) The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

   (b) The rent to owner is redetermined at the owner's request for a rent increase in accordance with this Section 28.6 (A) and Section 28.6 (B). The rent to owner is also redetermined at such time when there is a five percent or greater decrease in the published SAFMR.

2. Amount of Rent to Owner

   Except for certain tax credit units as provided in Section 28.6 (C), the rent to owner must not exceed the lowest of:

   (a) An amount determined by the Greensboro Housing Authority, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by HUD) for the unit bedroom size minus any utility allowance;

   (b) The reasonable rent; or

   (c) The rent requested by the owner.

3. Rent to Owner for Certain Tax Credit Units

   (a) This section applies if:

      (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);

(ii) The contract unit is not located in a qualified census tract;

A "qualified census tract" is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI) or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

(iii) In the same project, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

(iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with Section 28.6 (B).

(b) The rent to owner must not exceed the lowest of:

(i) The tax credit rent minus any utility allowance;

(ii) The reasonable rent; or

(iii) The rent requested by the owner.

(c) The "tax credit rent" is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance).

4. Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit unit described in the Section immediately above, the rent to owner for all other tax credit units is determined pursuant to Section 2 above.

5. Reasonable Rent

The Greensboro Housing Authority will determine reasonable rent in accordance with Section 28.6 (C). The rent to owner for each contract unit may at no time exceed the reasonable rent.

6. Use of SAFMRs and Utility Allowance Schedule in Determining the Amount of Rent to Owner

(a) Amounts used:

(i) Determination of Initial Rent (at the beginning of the HAP contract term)

When determining the initial rent to owner, the Greensboro Housing Authority will use the most recently published SAFMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the Greensboro Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(ii) Redetermination of Rent to Owner

When redetermining the rent to owner, the Greensboro Housing Authority will use the most recently published SAFMR and the Greensboro Housing Authority utility allowance schedule in effect at the time of redetermination. At its discretion, the Greensboro Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(b) Exception Payment Standard and Greensboro Housing Authority Utility Allowance Schedule

(i) Any HUD approved exception standard amount applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the project-based voucher program.

(ii) The Greensboro Housing Authority may not establish or apply different utility allowance amounts for the project-based voucher program. The same Greensboro Housing Authority utility allowance schedule applies to both the tenant-based and project-based voucher programs.

7. Greensboro Housing Authority Owned Units

For Greensboro Housing Authority owned units, the initial rent to owner and the annual re-determination of rent at the annual anniversary of the HAP contract are determined by the independent entity approved by HUD in accordance with PBV program requirements. The Greensboro Housing Authority must use the rent to owner established by the independent entity.

30.3.2 Re-determination of Rent to Owner

1. The Greensboro Housing Authority will re-determine the rent to owner:

   (a) Upon the owner's request; or

   (b) When there is a five percent or greater decrease in the published SAFMR.

2. Rent Increase

   (a) The Greensboro Housing Authority will not make any rent increase other than an increase in the rent to owner as outlined in 28.6(A)(1)(b) above.

   (b) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the Greensboro Housing Authority. The Greensboro Housing Authority must receive the written notice sixty (60) days before the annual anniversary date. The request must be submitted in the form and manner required by the Greensboro Housing Authority.

   (c) The Greensboro Housing Authority will not approve, and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HUD Required Inspection. The Greensboro Housing Authority will not grant any retroactive increase of rent for any period of noncompliance.

3. Rent Decrease

   If there is a decrease in the rent to owner, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.

4. Notice of Rent Determination

   The Greensboro Housing Authority will give written notice of any redetermined rent. The Greensboro Housing Authority notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

5. Contract Year and Annual Anniversary of the HAP Contract

   (a) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

   (b) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

(c) If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for

the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

30.3.3 REASONABLE RENT

1. Comparability Requirement

   At all times during the term of the HAP contract, the rent to owner may not exceed the reasonable rent as determined by the Greensboro Housing Authority.

2. Redetermination

   The Greensboro Housing Authority will redetermine the reasonable rent under the following circumstances:

   (a) Whenever there is a five percent or greater decrease in the published SAFMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the SAFMR in effect one year before the contract anniversary;

   (b) Whenever the Greensboro Housing Authority approves a change in the allocation of responsibility for utilities between the owner and the tenant;

   (c) Whenever the HAP contract is amended to substitute a different contract unit in the same project; and

   (d) Whenever there is any other change that may substantially affect the reasonable rent.

3. How to Determine Reasonable Rent

   The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units. In determining the reasonable rent, the Greensboro Housing Authority will consider factors that affect market rent, such as:

   (a) The location, quality, size, unit type, and age of the contract unit; and

   (b) Amenities, housing services, maintenance, and utilities to be

provided by the owner.

4. Comparability Analysis

(a) For each unit, the Greensboro Housing Authority comparability analysis will use at least three comparable units in the private unassisted; market, which may include comparable unassisted units in the premises or project.

(b) The Greensboro Housing Authority will retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the unassisted units.

(c) The comparability analysis may be performed by the Greensboro Housing Authority staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any Greensboro Housing Authority staff or contractor engaged in determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

5. Owner Certification of Comparability

By accepting each monthly housing assistance payment from the Greensboro Housing Authority, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the Greensboro Housing Authority information requested by the Greensboro Housing Authority on rents charged by the owner for other units in the premises or elsewhere.

6. Determining Reasonable Rent for Greensboro Housing Authority Units

For Greensboro Housing Authority units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements, rather than by Greensboro Housing Authority staff. Reasonable rent must be determined in accordance with this Section.

The independent entity must furnish a copy of the independent entity determination of reasonable rent for Greensboro Housing Authority owned units to the Greensboro Housing Authority and to the HUD field office where the project is located.

7. Other Subsidy; Effect on Rent to Owner

In addition to the rent limits established in accordance with 28.5(A)&(B), the following restrictions apply to certain units:

(a) HOME – for units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program.

(b) Subsidized Projects

This paragraph applies to any contract units in any of the following types of federally subsidized project:

(i) An insured or non-insured Section 236 project;

(ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;

(iii) A Section 221(d)(3) below market interest rate (BMIR) project;

(iv) A Section 515 project of the Rural Housing Service;

(v) A project receiving low-income housing tax credits;

(vi) Any other type of federally subsidized project specified by HUD.

The rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program.

(c) Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

(d) Other Subsidy: Greensboro Housing Authority Discretion to Reduce Rent

The Greensboro Housing Authority, at its discretion, may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

(e) Prohibition of Other Subsidy

The Greensboro Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

(i) A public housing dwelling unit;

(ii) A unit subsidized with any other form of HCVP assistance (tenant-based or project-based);

(iii) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);

(iv) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

(v) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Greensboro Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;

(vi) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Greensboro Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);

(vii) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

(viii) Section 811 project based supportive housing for persons with disabilities (42 U.S.C. 8013);

(ix) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

(x) A Section 101 rent supplement project (12 U.S.C.1701s);

(xi) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

(xii) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Greensboro Housing Authority in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

8. Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to all the above limitations on the rent paid to the owner, if a state or local rent control requirement exists, it will apply to the property.

40.0 PAYMENT TO OWNER

40.1 GREENSBORO HOUSING AUTHORITY PAYMENT TO OWNER FOR OCCUPIED UNIT

When Payments Are made

1. The Greensboro Housing Authority will make housing assistance payments to the owner in accordance with the terms of the HAP contract.

Except for discretionary vacancy payments in accordance with 28.7(B) below, the Greensboro Housing Authority will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

2. Monthly Payment

Monthly, the Greensboro Housing Authority will make a housing assistance payment to the owner for each contract unit that is in compliance with HUD Required Inspection and is leased to and occupied by an eligible family in accordance with the HAP contract.

3. Calculating Amount of Payment

The monthly housing assistance payment by the Greensboro Housing Authority to the owner for a contract unit leased to a family is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

4. Prompt Payment

The Greensboro Housing Authority will make the housing assistance payment to the owner under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the Greensboro Housing Authority agree on a later date. If such an agreement has been made, it must be in writing.

5. Owner Compliance with Contract

In order to receive housing assistance payments in accordance with the HAP contact, the owner must be in compliance with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.

40.1.1 VACANCY PAYMENT

1. Payment for Move-Out Month

If an assisted family moves out of the unit, the owner may keep the housing

assistance payment payable for the calendar month when the family moves out ("move-out month"). If the Greensboro Housing Authority determines that the vacancy is the owner's fault, the owner may not keep the payment.

2. Vacancy Payment

The Greensboro Housing Authority will determine the vacancy payment to the owner for each month of the maximum two-month period. The maximum two-month period is determined from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move out month.

The vacancy payment cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). The Greensboro Housing Authority will only allow a vacancy payment for the period the unit remains vacant.

The Greensboro Housing Authority will make vacancy payment to the owner only if:

(a) The owner gives the Greensboro Housing Authority prompt written notice certifying that the family has vacated the unit. The written notice must contain the date when the family moved out (to the best of the owner's knowledge and belief);

(b) The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

(c) The owner certifies that it has taken every reasonable action to minimize the likelihood and length of the vacancy; and

(d) The owner provides any additional information required and requested by the Greensboro Housing Authority to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the following manner:

The Greensboro Housing Authority requires vacancy payment requests to be submitted to the Housing Authority on the Request for Vacancy Payment form by the 20th of the month for processing for the 1st of the next month. If the owner fails to meet this deadline, the payment will be process by the first of the following month.

40.1.2 TENANT RENT; PAYMENT TO OWNER

1. Greensboro Housing Authority Determination

The Greensboro Housing Authority will determine the tenant rent and effective dates of changes in rent in accordance with this HCVP Administrative Plan. The tenant rent is the portion of the rent to owner paid by the family.

2. Tenant Payment to Owner

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The tenant rent is determined by the Greensboro Housing Authority and is the maximum amount the owner can charge the family for rent of a contract unit.

The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

The owner cannot demand or accept any rent payment from the tenant in excess of the tenant rent. The owner is required to immediately return any excess payment to the tenant.

3. Limit of Greensboro Housing Authority Responsibility

The Greensboro Housing Authority is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The Greensboro Housing Authority is not responsible for paying the tenant rent, or for paying any other claim by the owner.

4. Utility Reimbursement

If the amount of the utility allowance exceeds the total tenant payment, the Greensboro Housing Authority will pay the amount of such excess as a reimbursement for tenant-paid utilities and the tenant rent to the owner shall be zero.

40.1.3 OTHER FEES AND CHARGES

1. Meals and Supportive Services

In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges will not be included in the rent to owner, nor will the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

For any other type of project-based assistance (other than assisted living) the owner may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

2. Other Charges by Owner

The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premise.

41.0 VIOLENCE AGAINST WOMEN ACT

41.1 VAWA PROTECTIONS

VAWA protections cover tenants and assisted families, as defined under applicable program regulations. VAWA protections also cover applicants when they are applying for admission to a covered housing program. VAWA protections are not limited to women. Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protections without regard to sex, gender identity, or sexual orientation. Victims cannot be discriminated against the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age, and HUD programs must also be operated consistently with HUD's Equal Access Rule, which requires that HUD-assisted and HUD-insured housing are made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status. GHA may find instances of domestic violence, dating violence, sexual assault, or stalking against youth (those under the age of 18 years old) living in an assisted household for which the family may need to exercise VAWA protections to protect the youth victim. GHA will exercise the same documentation and confidentiality procedures in assisting a family in this situation.

41.1.1 An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence by either the Greensboro Housing Authority or the owner or property manager.

41.1.2 The Greensboro Housing Authority shall provide each applicant and participant a HUD prescribed Notice of Occupancy Rights and Certification form. It shall also be provided with any notice of eviction. In addition, the Authority shall make an adopted Emergency Transfer Plan and Emergency Transfer Request available upon request.

41.1.3 The Greensboro Housing Authority shall keep a record of all emergency transfer requests requested under the Emergency Transfer Plan and the outcome of these

requests for three years.

41.1.4 GHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault, or stalking to affiliated individuals or others without terminating the assistance or evicting victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, sexual assault, or stalking to family members or affiliated individuals without evicting other victimized lawful occupants. This is also true even if the household member or affiliated individual is not a signatory to the lease. Under VAWA, both the Greensboro Housing Authority and the owner or property manager are granted the authority to bifurcate the lease. T h e VAWA victim mist be the one who retains the assistance. If such bifurcation occurs and removed tenant or lawful occupant was the sole tenant eligible to receive assistance under the covered housing program, Greensboro Housing Authority will provide any remaining tenant the opportunity to establish eligibility for the covered housing program. If the remaining tenant cannot establish eligibility, Greensboro Housing Authority will provide the tenant 30 days to find new housing or establish eligibility under another covered housing program.

41.1.5 GHA and owner or property manager may honor court orders regarding the rights of access or control of the property.

41.1.6 There is no limitation on the ability of GHA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims. Likewise, an owner or property manager can evict for good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking. This is provided that neither subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights.

41.1.7 There is no prohibition on the owner evicting if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant's (victim's) tenancy is not terminated." An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. 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, and the length of time before the potential harm would occur.

41.1.8 Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

41.2 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSUALT, OR STALKING

The Greensboro Housing Authority shall require, and the owner or property manager may require verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed to be taken by GHA.

41.2.1 ***Requirement for Verification.*** The law allows, but does not require, the Greensboro Housing Authority or a Section 8 owner or property manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. GHA will require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the GHA. Section 8 owners or managers receiving rental assistance administered by GHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

41.2.2 ***HUD-approved form*** - By providing to GHA or to the requesting Section 8 owner or property manager a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator, only if the name of the perpetrator is safe to provide and is known to the victim.

41.2.3 ***Other documentation*** - by providing to GHA or to the requesting Section8 owner or property manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

41.2.3.1 ***Police or court record*** – by providing to GHA or to the requesting Section 8 owner or property

manager a Federal, State, tribal, territorial, or local law enforcement or court record describing the incident or incidents in question.

41.2.1.4 ***Other documentation*** – A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, professional) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse: 2) signed by the applicant or tenant; and 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.203; or A record of a federal, State, tribal, territorial or local law enforcement agency (may include a police report, court, or administrative agency; or At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

41.2.4 ***Time allowed to provide verification/failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by GHA, or a Section 8 owner or property manager to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.

41.2.5 ***Managing conflicting documentation.*** In cases where the Greensboro Housing Authority receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Greensboro Housing Authority may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. GHA shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

41.3 CONFIDENTIALITY

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

41.3.1 Requested or consented to by the individual in writing;

41.3.2 Required for use in an eviction proceeding; or

41.3.3 Otherwise required by applicable law.

An emergency transfer to another available and safe dwelling under a covered housing program may be available to a tenant if the tenant requests a transfer, and either the tenant reasonably believes he or she is threatened with imminent harm from further violence if he or she remains in the unit or, if the tenant is a sexual assault victim, and the sexual assault occurred on the premises during the 90-day period preceding the transfer request.

The Greensboro Housing Authority shall provide its participants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

42 RENTAL ASSISTANCE DEMONSTRATION (RAD)

PBV Conversions Under RAD

(Chapter 28 outlines GHA's PBV policies. Exceptions to the PBV policies related to RAD are discussed in Chapter 30)

42.0 INTRODUCTION

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act, 2014 (Pub. L. No. 113-76, approved January 17, 2014), the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. No. 113-235, approved December 16, 2014), the Consolidated Appropriations Act, 2016 (Pub. L. No. 114-113, approved December 18, 2015), the Consolidated Appropriations Act, 2017 (Pub. L. No 115-31, approved May 5, 2017), and section 237 of Title II, Division L, Transportation, Housing and Urban Development, and Related Agencies, of the Consolidated Appropriations Act, 2018 (Pub. L. 115-141, approved March 23, 2018) collectively, the "RAD Statute." RAD has two separate components. The Rental Demonstration allows projects funded under the public housing and Section 8 Moderate Rehabilitation (Mod Rehab) programs to convert their assistance to long-term, project-based Section 8 rental assistance contracts. Under this component of RAD, public housing agencies (PHAs) and Mod Rehab owners may choose between two forms of Section 8 Housing Assistance Payment (HAP) contracts: project- based vouchers (PBVs) or project-based rental assistance (PBRA). RAD provides the opportunity to test the conversion of public housing and other HUD-assisted properties to long-term, project- based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through enabling access by PHAs and owners to private debt and equity to address immediate and long-term capital needs. RAD is also designed to test the extent to which residents have increased housing choices after the conversion, and the overall impact on the subject properties.

42.1 PBV CONVERSIONS

PHAs will apply competitively to convert assistance of projects in accordance with the

terms of this Notice. Under this component of RAD, PHAs may choose between two forms of Section 8 Housing Assistance Payment (HAP) contracts: project-based vouchers (PBVs) or project-based rental assistance (PBRA). No incremental funds are authorized for this component. PHAs will convert their assistance at current subsidy levels, subject to applicable program rent caps. Applications must be submitted for specific projects. Following review and selection of application, HUD will provide the PHA with a Commitment to enter into a Housing Assistance Payment (CHAP), following which the PHA will have to present a Financing Plan for HUD to approve. After HUD approval of the long-term viability of the Financing Plan and successful closing of the conversion, the project will receive a long-term Section 8 HAP contract. Upon conversion, RAD PBV communities (covered projects) will be removed from the public housing program and will be released from the public housing Declaration of Trust (DOT). Where the PHA converts assistance of a public housing project to Section 8 PBVs, the project will be administered by the agency on whose Annual Contributions Contract (ACC) the vouchers are assigned (which in many cases will be the same agency that is converting assistance). PBV contract rents will be equal to the project's current funding, subject to a cap, and will be adjusted annually by an operating cost factor at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term. Each project with a PBV contract will also carry a concurrent renewable RAD Use Agreement.

42.2 PBV PROJECT SELECTION

A. MAXIMUM AMOUNT OF PBV ASSISTANCE

RAD PBV communities do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which is currently set at 20 percent of the amount of budget authority allocated to a PHA under the Housing Choice Voucher program. To implement this provision, HUD is waiving this section.

B. Waiver of PBV Rules

Under the Demonstration, the provisions governing the maximum amount of HCV assistance that may be project-based, do not apply to properties converting their assistance under RAD. Therefore, HUD is waiving the associated requirements concerning the maximum amount of PBV assistance. Accordingly, selections under RAD do not count against the 20 percent limitation on the maximum amount of assistance a PHA may utilize for the PBV program.

In addition, HUD has the authority to waive or alter the provisions governing the cap on the number of PBV units in each building and goals of deconcentrating poverty and expanding housing and economic opportunities, respectively. Accordingly, for properties converting their assistance under RAD, HUD is making the following changes to the regulations implementing these four statutory provisions:

- **Cap on the Number of PBV Units in Each Project.** The 25 percent limitation on the number of units that may receive PBV assistance in a project is increased to 50 percent for RAD PBV.

An assisted household cannot be involuntarily displaced as a result of this provision.

GHA may elect to provide up to 50% of RAD PBV assistance in a PBV community.

- An owner may still project-base 100 percent of the units provided at least 50 percent of the units at the project qualify for the exceptions for elderly, disabled, or families receiving supportive services, or are within single-family properties. Exceptions are noted below.

  Supportive Services Exceptions. For purposes of RAD, the requirement that a family must actually receive services to reside in the

  excepted unit has been modified. Families living in units subject to a proposed RAD conversion must be given the option to receive supportive services. If such services are declined by the household, the RAD PBV unit shall remain under the HAP contract, the household shall not be terminated from the PBV Program, and the decision to decline an offer to receive supportive services shall not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services shall apply in accordance with 24 CFR §§ 983.56, 983.257(c), 983.261(a) and (d).

  To implement these provisions, HUD is waiving appropriate sections and related provisions of the Act for initial occupancy in the RAD converted project.

  The GHA may elect to include supportive housing in its RAD PBV contract. It may also elect to allocate the entire 50 percent of the capped Voucher assistance for the supportive housing units. A third-party organization may provide the supportive services.

  - Owner Proposal Selection Procedures. Selections of RAD PBV communities shall be made in accordance with program requirements. To implement this provision, HUD has waived the owner proposal selection procedures as outlined in the RAD regulations.

  - Site selection. HUD waives compliance with PBV Goals and the provisions thereof, including deconcentration of poverty and expanding housing and economic opportunity for the existing site.

42.4 PBV CONTRACT TERMS

A. LENGTH OF CONTRACT

HCV PBV has a maximum HAP contract term of 15 years. RAD PBV projects shall have an initial HAP term of *at least* 15 years and up to a *maximum* of 20 years upon request of the PHA and with approval by the agency administering the vouchers. Owners of RAD PBV communities are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the contract and may not reduce the number of assisted units without HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under the contract shall be subject to conditions that HUD may impose.

The GHA may enter into PBV Contracts with a minimum term of 15 years and a maximum term of up to 20 years.

B. MANDATORY CONTRACT RENEWAL

By statute, upon contract expiration, the agency administering the vouchers shall offer, and the PHA shall accept, renewal of the contract subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal.

C. RAD USE AGREEMENT

Pursuant to the RAD statute, covered projects shall have an initial RAD Use Agreement that:

a) Will be recorded superior to other liens on the property;

b) Will run for the same term as the initial HAP contract, automatically renew upon extension or renewal of the HAP contract for a term that runs with the renewal term of the HAP contract, and remain in effect even in the case of abatement or termination of the HAP contract (for the term the HAP contract would have run, absent the abatement or termination), unless the Secretary provides approval for the RAD Use Agreement to be terminated when an owner requests a transfer of assistance;

c) Requires that in the event that the HAP contract is removed due to breach, non-compliance or insufficiency of Appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income (AMI) at the time of admission and rents may not exceed 30% of 80% of median income for an appropriate size unit for the remainder of the term of the RAD Use Agreement; and

d) Requires compliance with all applicable fair housing and civil rights requirements, including the obligation to affirmatively further fair housing and all applicable site selection and neighborhood standards requirements.

D. INITIAL CONTRACT RENT SETTING

Pursuant to the RAD statute, the statutory and regulatory PBV requirements governing contract rents will apply, except that rents cannot exceed "current funding".

Initial contract rents cannot exceed the lessor of:

a) Current funding (adjusted for bedroom size);
b) The reasonable rent as defined in Chapter 11 of this Administrative Plan;
c) Up to 110 percent of the applicable SAFMR (or applicable exception payment standard), minus any utility allowance; or
d) The rent requested by the owner.

43.0 METHOD OF ADJUSTING CONTRACT RENTS

Contract rents will be adjusted annually by HUD's Operating Cost Adjustment Factor (OCAF) at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the Act and 24 CFR §§ 983.301 and 983.302, concerning rent determinations, shall not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in private market, as determined by the Contract Administrator in accordance 24 CFR § 983.303.

However, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract.

The GHA will apply the HUD *Operating Cost Adjustment Factor* (OCAF) at each anniversary of the HAP contract. The GHA will conduct a rent reasonable test to ensure the rent to the owner does not exceed the reasonable rent charged for comparable unassisted units in the private market. The G HA shall not reduce the rent to an amount lower than what was outlined in the initial HAP contract, except under the following conditions:

a. To correct errors in calculation in accordance with HUD requirements;

b. If additional assistance is required pursuant to CFR § 983.55 (prohibition of excess public assistance)

c. If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

A. AHAP CONTRACT AGREEMENT WAIVER

For public housing conversions to PBV, there will be no AHAP (Agreement to Enter into a Housing Assistance Payments Contract). Therefore, all regulatory references to the Agreement (AHAP) are waived.

43.1 PBV RESIDENT RIGHTS AND PARTICIPATION

NO RE-SCREENING OF TENANTS UPON CONVERSION

Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.

43.2 RIGHT TO RETURN

Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or Owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation of construction is completed.

A. RENEWAL OF LEASE.

Under current regulations at 24 CFR § 983.257(b)(3), upon lease expiration, a PHA can choose not to renew the lease, without good cause. In such a case, the regulatory consequence is the loss of the assisted unit. Under RAD, the PHA must renew all leases upon lease expiration, unless cause exists. Consequently, 24 CFR § 983.257(b)(3) will not apply. This provision must be incorporated by the PBV owner into the tenant lease or tenancy addendum, as appropriate.

B. PHASE-IN OF TENANT RENT INCREASES

If a tenant's monthly rent increases by more than the greater of 10 percent or $25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is waiving section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) only to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three-year phase-in for smaller increases in rent and a five-year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

GHA Policy: If the tenant's monthly rent increases more than 10% or $25 whichever is greater, a three (3) year phase-in will be implemented according to the Three-Year Phase-in scheduled below.

The below method explains the set percentage-based phase-in an owner must follow according to the phase-in period established. For purposes of the section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR § 5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion-33% of difference between most recently paid TTP and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent recertification full standard TTP

Please Note: In the three-year phase-in once the standard TTP is equal to or less than the previous TTP, the phase-in ends, and tenants will pay full TTP from the point forward.

44.0 PUBLIC HOUSING FAMILY SELF SUFFICIENCY (PH FSS) AND RESIDENT OPPORTUNITIES AND SELF SUFFICIENCY SERVICE COORDINATOR (ROSS- SC) PROGRAMS

Current PH FSS participants will continue to be eligible for FSS once their housing is converted to RAD, and PHAs will be allowed to use any PH FSS funds granted previously or pursuant to the FY 2013 PH FSS NOFA, to serve those FSS participants who live in units converted by RAD and who will as a result be moving to the HCV FSS program, subject to the following:

A. If a PHA has an HCV FSS program, a PHA must convert the PH FSS program participants at the covered project to their HCV FSS program. Please see future FSS Notices of Funding Availability and other guidance for additional details, including FSS coordinator funding eligibility of PHAs under a RAD conversion.

- If a PHA does not have an HCV FSS program, the PHA must establish an HCV FSS program and convert the PH FSS program participants at the covered project into their HCV FSS program. PHAs are not required to offer enrollment in FSS to residents in converting projects and other HCV participants, other than to residents in converting projects that were enrolled in the PH FSS program. Please see future FSS Notices of Funding Availability and other guidance for additional details, including FSS coordinator funding eligibility of PHAs under a RAD conversion.

GHA has an HCV FSS program therefore any PH FSS program participant in a unit that is converted under RAD will be transferred to the GHA HCV FSS program without loss of accumulated escrow.

All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984 and in accordance with the participants' contracts of participation.

45.0 RESIDENT FUNDING AND PARTICIPATION

In accordance with Attachment 1B of PIH Notice 2012-32, REV-1, residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

A. RESIDENT PROCEDURAL RIGHTS

The following items must be incorporated into the owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

B. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction, as modified by the waiver in PIH Notice 2012-32, REV-1, Section 1.6(C)(3) above, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

a. A reasonable period of time, but not to exceed 30 days:

- If the health or safe of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatening; or
- In the event of any drug-related or violent criminal activity or any felony conviction.

b. 14 days in the case of non-payment of rent; and

c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such sorter period shall apply.

46.0 GRIEVANCE PROCESS

HUD is incorporating additional procedural rights to comply with the requirements of termination. For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),[2] an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required per regulation, the contract administrator will perform the hearing, as is the current standard in the program.

- For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.

- An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.

- The PHA (as owner) gives residents notice of their ability to request an informal hearing (per regulations) that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-vi).

- The PHA (as owner) provides opportunity for an informal hearing before an eviction.

  The hearing procedures for PBV and PBV clients converted under RAD clients are outlined in Chapter 15 of the GHA HCV Administrative Plan.

46.1 WAITING LIST

A. ESTABLISHING THE WAIT LIST

In establishing the waiting list for the converted project, the PHA shall utilize the project-specific waiting list that existed at the time of conversion, unless the assistance is being

transferred to another neighborhood. If a project-specific waiting list does exist, but the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list. In addition, the waiting list must be established and maintained in accordance with PBV program requirements.

If a project-specific waiting list for the project does not exist, the PHA shall establish a waiting list in accordance 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. For the purpose of establishing the initial waiting list, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing waiting list given the number of applicants, PHA resources, and community characteristics of the proposed conversion under RAD. Such activities should be pursuant to the PHA's policies for waiting list management, including the obligation to affirmatively further fair housing.

A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area, informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's centralized public housing waiting list who wish to be placed onto the newly-established waiting list are done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and the obligation to provide meaningful access for person with limited English proficiency (LEP). To implement this provision, HUD is waiving 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the converted project in accordance with 24 CFR § 983.251(c).

GHA will use the current public housing centralized waiting list to establish site-based waiting lists for each PBV development or a centralized PBV waiting list.

47.0 CHOICE MOBILITY

HUD seeks to provide all residents of covered projects with viable Choice Mobility options. PHAs that are applying to convert the assistance of a project to PBV are required to provide a Choice Mobility option to residents of covered projects. Residents have a right to apply for tenant-based rental assistance the latter of:

-12 months from date of execution of the HAP Contract or

-12 months after the move-in date and can request to be placed on the choice mobility waiting list receive first priority on the HCV waiting list.

The Greensboro Housing Authority will not provide more than three-quarters of its turnover vouchers in any single year to the residents of its project-based voucher communities.

48.0 BED BUG POLICY

Bed bugs are a growing national problem, and as a result, this policy has been. The purpose of this policy is to set forth the roles and responsibilities of all parties ((Landlord, Tenant, and GHA) in minimizing the potential for bed bugs. The policy will also provide guidance in cases where bed bugs are present in order to eliminate them as quickly as possible.

Bed bugs are difficult to contain without the proper treatment. Therefore, it is imperative that all parties (Landlord, Tenant, and GHA) work simultaneously toward a common goal, extermination and elimination. Left untreated bed bugs can spread throughout a residence affecting current and future tenants.

A. LANDLORD ROLES AND RESPONSIBILITIES

The Housing Assistance Payment (HAP) contract requires the landlord to maintain the contract unit and its premises in accordance with HUD Required Inspection. If bed bugs are present, it is the responsibility of the landlord, as stated in the HUD Required Inspection (CFR 982.401), to ensure that the dwelling unit and its equipment be in sanitary condition and free of vermin and rodent infestation. In order to comply with the HUD Required Inspection, if the presence of bed bugs is suspected, the landlord must notify GHA immediately and it is strongly recommended that the landlord contact an extermination professional for an immediate inspection. If treatment is deemed necessary, a copy of the contract the landlord entered into with the extermination professional (including all treatment performed) must be provided to GHA by the landlord within 48 hours of initial determination that treatment is required. In addition, the landlord must complete the "Landlord Certification Statement" document and send to GHA within 72 hours of the initial determination that treatment is required.

Failure to comply with the above requirements is a direct violation of the HAP contract and may result in abatement, suspension or termination of housing assistance payments, termination of the HAP contract, and suspension of eligibility to participate in the Housing Choice Voucher program.

Landlord may be suspended and/or terminated from the housing choice voucher program if they fail to meet the following requirements:

1. Failure to pay property taxes;
2. Failure to enforce their lease;
3. Quality of their units;

4. Pattern of failed HUD required inspections; and/or
5. Threatening behavior or inappropriate language towards GHA staff or residents.

B. TENANT ROLES AND RESPONSIBILITIES

The HAP contract requires the tenant to keep the unit and its premises free from damage. Therefore, if the presence of bed bugs is suspected, it is the tenant's responsibility to notify the landlord and GHA immediately in order to minimize any potential damage to the unit. In addition, it is the responsibility of the tenant to work cooperatively with the landlord and/or extermination professional to ensure the successful elimination of bed bugs. Tenant non-compliance may result in the loss of their Housing Choice Voucher.

If the tenant notifies the landlord of the presence of bed bugs and the landlord fails to take action within a reasonable period of time, the tenant should notify GHA. GHA will assist the tenant in relocation if it is deemed necessary and appropriate.

C. HOUSING AUTHORITY'S RESPONSIBILITIES

The Greensboro Housing Authority shall provide training to appropriate staff members regarding the identification, prevention, and eradication of bedbugs.

The Greensboro Housing Authority shall make efforts to educate new and existing residents on methods that may be utilized in order to prevent and detect bedbugs. Such efforts may include written handouts distributed to all residents and public workshops for residents to attend (See sample handout attached to this policy).

The Greensboro Housing Authority will keep a qualified pest control company under contract so they can be called on an "as needed" basis if internal staff is inadequate to deal with a bedbug infestation.

The Greensboro Housing Authority shall keep written records of reports and incidents of bedbug infestation. Said records shall identify the dates, times and places of such reports or incidents.

48.1 INSPECTION OF UNIT

If a resident reports the existence of bedbugs in his or her unit, the Greensboro Housing Authority shall within 24 hours make contact with the resident, provide the resident with information about control and prevention of bedbugs and discuss measures the resident may be able to take in the unit before an inspection is performed.

Following a report of bedbugs, the Greensboro Housing Authority or a qualified third party trained in bedbug detection shall inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third-party professionals. Low

level infestations may escape visual detection.

For this reason, multiple detection tools, such as monitors containing attractants and canine detection may be utilized. The inspections shall occur within three business days of the resident report when possible.

The inspection shall cover the unit reporting the infestation and no less than the adjoining apartment in a duplex or surrounding apartments consisting of the units above, below, left and right in a multifamily building if these units exist.

If the initial inspection confirms the presence of bedbugs, the Greensboro Housing Authority will contact a licensed pest control company to treat the infestation. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents. The resident may expect treatment to begin within five days of the inspection, though depending on the form of treatment and/or the availability of the contractor, this may not be possible. Residents should be advised that treatment may take several weeks and possibly several applications.

If an infestation is suspected but cannot be verified, the Greensboro Housing Authority will re-inspect the unit(s) periodically over the next several months.

If licensed pest control companies are unattainable within three calendar days, the Greensboro Housing Authority shall retain documentation of the efforts to obtain qualified services.

49.0 PRIVACY

The Greensboro Housing Authority is strongly committed to protecting the privacy of people dealing with the agency to the greatest degree practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority follows to the greatest degree practical. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

GLOSSARY

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

50058 Form: The HUD form that housing authorities are required to complete and electronically submit to HUD 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. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement. The 50058s must be submitted to HUD no later than 60 calendar days from the effective date of the actions recorded in Line 2b.

Actual and imminent threat: a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. 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, and the length of time before the potential harm would occur.

Absorption: In portability, the point at which a receiving housing authority starts making assistance payments with funding under its consolidated ACC, rather than billing, the initial housing authority. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which a tenant's 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 tenant 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 emancipated minor is also considered an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

Affiliated individual: with respect to an individual, means: (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) Any individual, tenant, or lawful occupant living in the household of that individual.

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 and disabled families, disability expenses, and childcare expenses for children under 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 tenant in the program.

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,0000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. Once HOMTA policies are fully implemented, the net family asset amount will increase to $50,000.

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.

Bifurcate: means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Business Days: Days the housing authority is open for business.

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 HUD Required Inspection for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and tenants 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 tenants 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 Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

Controlling interest means:

(a) Holding more than 50 percent of the stock of any corporation; or
(b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
(c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
(d) Holding more than 50 percent of all managing member interests in an LLC; or
(e) Holding more than 50 percent of all general partner interests in a partnership

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

Cooperative member: A family of which one or more members owns membership shares in a cooperative.

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.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. Arrests alone are not sufficient evidence of criminal activity.

Dating Violence: Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Day Laborer: An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

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 or spouse or sole member is a person with disabilities. The term "disabled family" may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more persons who are determined to be essential to the care or well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly.

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.

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction. The term ''spouse or intimate partner of the victim'' includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Drug-Related Criminal Activity: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Earned Income: income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment.

Economic Abuse: In the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—(A) restrict a person's access to money, assets, credit, or financial information; (B) unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or (C) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

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 tenant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly family: family whose head, spouse, or sole member is an elderly person. The term "elderly family" includes an elderly person, two or more elderly persons living together, and one or more elderly persons living with one or more persons who are determined to be essential to the care or well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly..

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

Employment: Employment for admission preference purposes is defined as:
Employment must be current and consecutive for the last 12 months

The employment part of this preference is also extended equally to, (1) a family if the head, spouse, or sole member is 62 years of age or older or who is receiving social security or Supplemental Security Income disability benefits or any other payments based on the individual's inability to work and, (2) any family whose head, spouse, co-head or unrelated partner of head of household is currently a full time student or enrolled in an employment training program.

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 the higher of 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger

families, or the Federal poverty level, 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.).

Small Area Fair Market Rent (SAFMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), based on zip code, 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. SAFMRs 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 housing choice 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.

First-time homeowner: In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before

commencement of homeownership assistance for the family. The term ``first-time homeowner'' includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

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.

SAFMR/exception rent limit: The HCVP existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, the housing authority may adopt a payment standard up to the SAFMR/exception rent limit.

Foster adults: A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Foster child: A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (*e.g.,* public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Full-time employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employee earns at least the average of the federal minimum wage over a 30-hour period.

Full-time student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gender Identity: Actual or perceived gender-related characteristics.

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).

Guest: Means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Health and medical expenses: Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

Hold Harmless: GHA will allow families to be held harmless, enabling families to continue to use the latest payment standard as long as the family remains in their current unit before the SAFMR is effective (January 1,2025). If the family relocates to a new unit, then the family will be subject to the current payment standards set by the SAFMR.

Home: In the homeownership option: A dwelling unit for which the Greensboro Housing Authority pays homeownership assistance.

Homeless (as defined for 50058 reporting purposes): An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
b. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by a charitable organizations or by federal, state, or local government programs for low-income individuals); or
c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution; Or any individual or family who:

    a. Is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, Stalking, or other dangerous life-threatening conditions that related to violence against the individuals or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or made the individual or family afraid to return to their primary nighttime residence; and
    b. Has no other residence; and
    c. Lacks the resources or support networks, e.g. family, friends, and faith- based or other social networks, to obtain other permanent housing.

Homeowner: In the homeownership option, a family of which one or more members owns title to the home.

Homeownership assistance: In the homeownership option, monthly homeownership assistance

payments by the Greensboro Housing Authority. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

Homeownership expenses: In the homeownership option, a family's allowable monthly expenses for the home, as determined by the Greensboro Housing Authority in accordance with HUD requirements.

Homeownership option: Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

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.

HUD Required Inspection: The HUD minimum quality standards for housing assisted under the HCVP.

Housing 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. The housing choice voucher also states the obligations of the family under the program.

Housing choice voucher holder: A family that has an unexpired housing choice voucher.

Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed income: For households with net family assets of more than $5,000, the amount is 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 welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, 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.

Independent contractor: An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

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.

Interest in the home: In the homeownership option:

a. In the case of assistance for a homeowner, "interest in the home" includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.
b. In the case of assistance for a cooperative member, "interest in the home" includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

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 warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

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 tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Life-threatening:
(1) Gas (natural or liquid petroleum) leak or fumes. A life-threatening condition under this standard

is one of the following: (a) A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking; or (b) a strong gas odor detected with potential for explosion or fire, or that results in health risk if inhaled.

(2) Electrical hazards that could result in shock or fire. A life-threatening condition under this standard is one of the following: (a) A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed; (b) a light fixture is hanging by its wires; (c) 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; (d) a receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed; (e) a receptacle (outlet) or switch has a missing or damaged cover plate and electrical connections or wires are exposed; (f) 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; (g) a cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections; (h) any nicks, abrasions, or fraying of the insulation that expose conducting wire; (i) exposed bare wires or electrical connections; (j) any condition that results in openings in electrical panels or electrical control device enclosures; (k) water leaking or ponding near any electrical device; or (l) any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition.

(3) Inoperable or missing smoke detector. A life-threatening condition under this standard is one of the following: (a) the smoke detector is missing; or (b) the smoke detector does not function as it should.

(4) Interior air quality. A life-threatening condition under this standard is one of the following: (a) the carbon monoxide detector is missing; or (b) the carbon monoxide detector does not function as it should.

(5) Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting. A life-threatening condition under this standard is one of the following: (a) The chimney or venting system on a fuel fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gases; (b) a gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside; (c) a fuel fired space heater is not properly vented or lacks available combustion air; (d) a non-vented space heater is present; (e) safety devices on a fuel fired space heater are missing or damaged; or (f) 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 gases.

(6) Lack of alternative means of exit in case of fire or blocked egress. A life-threatening condition under this standard is one of the following: (a) Any of the components that affect the function of the fire escape are missing or damaged; (b) stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency; or (c) the building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency.

(7) Other interior hazards. A life-threatening condition under this standard is a fire extinguisher (where required) that is missing, damaged, discharged, overcharged, or expired.

(8) Deteriorated paint, as defined by 24 CFR 35.110, in a unit built before 1978 that is to be occupied by a family with a child under 6 years of age. This is a life-threatening condition only for the purpose of a condition that would prevent a family from moving into the unit. All lead hazard reduction requirements in 24 CFR part 35, including the timeline for lead hazard reduction procedures, still apply.

(9) Any other condition subsequently identified by HUD as life-threatening in a notice published in the Federal Register. HUD will notify the Greensboro Housing Authority if such changes are made.

(10) Any other condition identified by the Greensboro Housing Authority as life-threatening in this administrative plan prior to the HUD Notice published in the January 18, 2017 Federal Register taking effect.

Live-in aide: A person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is: (1) 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. It should be noted that the definition applies to a specific person. In accordance with this definition, a live-in aide is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family. Occasional, intermittent, multiple or rotating care givers do not meet the definition of a live–in aide since 24 CFR Section 982.402(7) implies live-in-aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA. Therefore, regardless of whether these caregivers spend the night, an additional bedroom should not be approved. (*See Section 10.9 on Verification of Live-in Aides*).

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 HUD Required Inpection.

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.

Membership shares: In the homeownership option, shares in a cooperative. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Minor: A member of the family, other than the head of family or spouse, who is under 18 years of age.

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 near-elderly person. The term "near-elderly family" includes two or more near-elderly persons living together, and one or more near-elderly persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly

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.
d. For purposes of determining annual income under HCVP Homeownership, the term "net family assets"' does not include the value of a home currently being purchased with assistance under the HCVP Homeownership Program. This exclusion is limited to the

first 10 years after the purchase date of the home.

Non-life-threatening: Conditions that fail to meet the HUD Required Inspection and do not meet the definition of life-threatening as defined above.

Noncitizen: 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.

Other person under the tenant's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

Tenant (tenant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a tenant 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 housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current SAFMR.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

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.

Personally, Identifiable Information (PII): Information which can be used to distinguish or trace an individual identify, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked to a specific individual, such as date and place of birth, mother's maiden name, etc.

Portability: Renting a dwelling unit with HCVP 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. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Present ownership interest: In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

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 HCVP assistance whose HAP contracts are about to expire.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the HCVP and public housing programs the processing entity is the responsibility entity.

Project-Based Assistance Program: A HCVP administered by a Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance.*

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 housing choice 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.

Resident: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit. The term resident is interchangeable with the term tenant.

Responsible Entity:

A. For the public housing program, the HCVP tenant-based assistance program 24 CFR 982), and the HCVP project-based voucher program (24 CFR 983), and the HCVP moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other HCVP, responsible entity means the HCVP project owner.

Seasonal worker: An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to

address seasonal demands that arise for the particular employer or industry.

Sensitive Personally Identifiable Information: PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

Service Fee: Eligible uses for Service Fee:

- Security deposit/utility arrears (if other sources are unavailable)
- Essential Household items for Participant
- Supportive Services by Partnering Agency
- Supportive Services by GHA
- Other Uses as determined by GHA to support families being housed

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Sexual assault: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Sexual Orientation: Homosexuality, heterosexuality, or bisexuality.

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.

Stalking: engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

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.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Statement of homeowner obligations: In the homeownership option, the family's agreement to comply with program obligations.

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 housing choice 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.

Targeting Program: A partnership between GHA, NCFHA and DHHS to increase units for individuals with disabling conditions. Developers are required to set-aside 10% of units at properties receiving an allocation of Housing Credits and may opt to set-aside to 20% of units for Program Qualified Tenants.

Technological Abuse: An act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another

person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other remerging technologies.

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds 30 calendar days, the Housing Authority must agree to the absence.

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit. The term tenant is interchangeable with the term resident.

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.

Tuition: The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students.

The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).

Expenses related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For section 8 programs only, PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income

Unearned Income: pension, annuity, transfer payments (payments of income received where no good or services were offered), welfare, social security, government subsidies for certain benefits, and/or any cash or in-king benefits.

Units owned by the Greensboro Housing Authority: only if the unit is in a project that is one of the following categories: (1) Owned by a Greensboro Housing Authority. (2) Owned by an entity wholly controlled by the Greensboro Housing Authority. (3) Owned by a limited liability company or limited partnership in which the Greensboro Housing Authority (or an entity wholly controlled by the Greensboro Housing Authority) holds a controlling interest in the managing member or general partner. A ''controlling interest'' is— (A) holding 50 percent or more of the stock of any corporation; (B) having the power to appoint 50 percent or more of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); (C) where 50 percent or more of the members of the board of directors of any corporation also serve as directors, officers or employees of the Greensboro Housing Authority; (D) holding 50 percent or more of all managing member interests in an LLC; (E) holding 50 percent or more of all general partner interests in a partnership; or (F) equivalent levels of control in other organizational structures. Units in which Greensboro Housing Authority has a different ownership interest are no longer considered to be owned by the Greensboro Housing Authority. In order to be considered a ''Greensboro Housing Authority-owned'' unit as described above, the Greensboro Housing Authority must have ownership interest in the building itself, not simply the land beneath the building.

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: 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. 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 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.

Veterans Affairs Supportive Housing (VASH)- The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HUD's Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans (VA).

Shall HUD provide GHA with supportive services for VASH customers; GHA may choose to use the funding to assist customers with the following:

- Administrative activities
- Owner incentives and/or retention
- Security deposits
- Utility assistance
- Application fees
- Holding fees
- Renter's insurance

VAWA: The Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).
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: Means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Arrests alone are not sufficient evidence of criminal activity.

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 states the obligations of the family under the program.

Voucher holder: A family holding a housing choice voucher with unexpired search time.

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, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term "assistance" to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

3. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

D. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

A. Nonrecurrent, short-term benefits that:

1. Are designed to deal with a specific crisis situation or episode of need;

2. Are not intended to meet recurrent or ongoing needs; and

3. Will not extend beyond four months.

B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

C. Supportive services such as child care and transportation provided to families who are employed;

D. Refundable earned income tax credits;

E. Contributions to, and distributions from, Individual Development Accounts;

F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

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 housing choice 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
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HUD	Department of Housing and Urban Development
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)
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SAFMR	Small Area Fair Market Rent
TTP	Total Tenant Payment
USCIS	(U.S.) Citizenship and Immigration Service
VAWA	Violence Against Women Act