

# LOUISVILLE METRO HOUSING AUTHORITY



## HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

**Effective: January 1, 2024**



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# STATUTORY AND REGULATORY WAIVERS

## MTW EMERGENCY WAIVERS

The COVID-19 outbreak threatens the lives of many Americans and the livelihoods of many more. It is an urgent health crisis of unprecedented scale, and one that is disproportionately impacting low-income families. The outbreak of COVID-19 also places additional burdens on housing authorities which are working tirelessly to respond to the needs of their participants while also maintaining compliance with program requirements.

LMHA has established the following emergency waivers in response to emergencies as declared by the applicable unit of government with jurisdiction over LMHA, including the authority to determine when to place and lift the waivers. LMHA may revise, add and/or remove waivers as needed to address the specific conditions associated with a given emergency (economic, health-related, a natural disaster, etc.). In addition to agency-specific waivers implemented through this activity, LMHA retains the right to avail itself of additional waivers, regulatory or statutory relief, or any other emergency-related provisions that may be made available by HUD or other governmental entities.

LMHA will cease using the MTW waivers listed in the “MTW Waivers in Effect” section below effective May 11, 2023 when the currently declared, COVID-related, national public health emergency expires. Should another emergency (COVID-related or otherwise) be declared by an applicable unit of government with jurisdiction over LMHA, the Housing Authority may re-establish any or all of its MTW emergency waivers.

## MTW Waivers in Effect

- 1. Administrative Plan and Admissions and Continued Occupancy Policies:** LMHA will waive the requirement to obtain Board approval prior to adopting new and/or revised policies. LMHA will obtain formal Board approval within three months of the end of the declared emergency.
- 2. Briefing:** LMHA will waive the requirement to conduct an oral briefing for voucher families and, as an alternative, will conduct the briefing by other means such as a webcast, video call, or expanded information packet. LMHA will ensure that the method of communication for the briefing ensures meaningful access for all invited attendees. This waiver applies to the HCV and PBV programs.
- 3. Delayed Reexaminations:** LMHA will waive the requirement to conduct a reexamination of family income and composition at least annually. Currently LMHA completes reexaminations on a biennial basis for most Public Housing (PH) households and on a

triennial basis for PH households on flat rents or whose only source of income is from Social Security, SSI and/or pension. Where reexaminations have been delayed, LMHA will complete the reexamination no later than the anniversary month of the following year. The next reexamination will be scheduled on the same anniversary month using the applicable reexam frequency for the family. For example, if a biennial reexam was due on July 2020, LMHA would complete the reexam by July 2021. The next scheduled biennial reexam would take place in July 2023. This waiver applies to the PH, HCV and PBV programs.

4. **Increase in Payment Standard:** LMHA will waive the requirement to apply the increased payment standard back to the regular effective date for delayed regular reexaminations. Instead, during periods of declared emergencies, LMHA will apply the increased payment standard at the next interim reexamination (where applicable) after the effective date of the increased payment standard. If LMHA completes a reexam late, LMHA will apply the payment standard in effect on the effective date of the delayed regular reexamination. This waiver applies to the HCV program.
5. **Verification of Income:** During periods of declared emergencies, LMHA will waive the requirements of the verification hierarchy but continue to use EIV.
9. **Homeownership HQS:** LMHA will waive the requirement for the initial HQS inspection for homeownership units; however, an independent inspection performed by an American Society of Home Inspectors (ASHI) certified professional will still be required. ASHI certified inspectors must create and submit a report generated using software specifically designed for home inspections. Digitized copies of handwritten reports, such as scanned copies, will not be accepted. This waiver applies to the HCV Homeownership Program.

## MTW Waivers Reserved for Future Use

6. **Delayed Regular HQS Inspections:** LMHA will waive the requirement for completion of regular HQS inspections at least biennially. Where a regular HQS inspection has been delayed, LMHA will complete the HQS inspection no later than the anniversary month of the following year. The next HQS inspection will be scheduled on the same anniversary month using the applicable inspection frequency for the unit. For example, if an HQS inspection was due on July 2020, LMHA would complete the inspection by July 2021. The next scheduled annual HQS inspection would take place in July 2022. LMHA will continue to request a self-certification from the owner that no life-threatening conditions exist in the unit. Additionally, LMHA will continue to conduct complaint inspections. This waiver applies to the HCV and PBV programs.
7. **Interim HQS Inspections:** LMHA will waive the requirement to conduct re-inspections to confirm repair; however, LMHA will require that the owner self-certify and provide documentation that a life-threatening deficiency has been corrected within 24 hours of



notification or LMHA will conduct a remote video conference within 24 hours to confirm repair. LMHA will accept an owner self-certification that non-life-threatening deficiencies have been corrected within 30 days of LMHA notification. This waiver applies to the HCV and PBV programs.

8. **HQS QC Inspections:** LMHA will waive the requirement to conduct HQS quality control inspections and instead will suspend HQS quality control inspections until the emergency waiver has been lifted. This waiver applies to the HCV and PBV programs.

12. **Project-Based Voucher (PBV) Pre-HAP Contract Inspections: PHA Acceptance of Completed Units:** LMHA is waiving the HQS inspection requirement and establishing an alternative requirement. Instead of conducting the pre-HAP contract HQS inspection, LMHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question. LMHA will require the owner's certification. However, LMHA may add other requirements or conditions in addition to the owner's certification but is not required to do so. LMHA will conduct an HQS inspection no later than the 1-year anniversary date of the owner's certification.

When and if LMHA has imposed an additional requirement under the AHAP for newly constructed or rehabilitated projects, LMHA may choose to allow the owner to certify that the LMHA requirement has been met instead of inspecting the housing to make that determination. This waiver and alternative requirement may also be applied to LMHA-owned units if the independent entity is unable to perform the inspection. LMHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question.

13. **PBV Turnover Unit Inspections:** LMHA is waiving the regulatory requirement to inspect PBV contract units at turnover and providing as an alternative requirement that LMHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question to allow a new family to occupy the vacated PBV unit. LMHA will require this owner certification. However, the LMHA may add other requirements or conditions in addition to the owner's certification but is not required to do so. LMHA will conduct the HQS inspection on the unit no later than the 1-year anniversary date of the owner's certification. This waiver may also be applied to LMHA-owned units if the independent entity is unable to perform the inspection.

14. **PBV HAP Contract: HQS Inspections to Add or Substitute Units:** LMHA may amend a HAP contract to add additional PBV contract units or substitute a different unit for a previously covered contract unit. The PBV requirements include inspecting the proposed substitute or additional unit to determine that the unit meets HQS before it may be added to the HAP contract. LMHA is waiving the HQS inspection requirement. In order to substitute or add a new unit to the PBV HAP contract, LMHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question instead of conducting an initial

inspection. LMHA will require the owner's certification. LMHA may add other requirements or conditions in addition to the owner's certification but is not required to do so. This waiver may also be applied to LMHA-owned units if the independent entity is unable to perform the inspection.

- 15. Mandatory Removal of a Unit from the PBV HAP Contract:** Under the PBV program, LMHA is required to remove a unit from a PBV HAP contract after 180 days of zero housing assistance payments to the unit owner on behalf of the family residing in the unit. This situation arises when the family increases its income to such an extent that it no longer requires housing assistance. LMHA is waiving this requirement and as an alternative requirement, LMHA may keep such units under contract for a period of time that exceeds 180 days but does not extend beyond the end of the LMHA emergency waiver period. LMHA may resume housing assistance payments on behalf of a family residing in such a unit should the family's income change at any point during the period of time covered by the emergency waiver and related extension.

# **1. INTRODUCTION**

## **A. *THE TENANT-BASED HOUSING CHOICE VOUCHER PROGRAM<sup>1</sup>***

The tenant-based Housing Choice Voucher (HCV) Program is operated by the Department of Housing and Urban Development (HUD). Through the HCV Program, eligible Low-Income Families receive rental subsidies, so they can afford decent, safe, and sanitary housing. Once an Applicant Family's eligibility for the Program has been determined, the Family selects a dwelling unit that meets Program requirements and signs a rental Lease with the unit's Owner. Typically, the Family then pays 30% of their Monthly Adjusted Income towards their rent, while an additional rent subsidy payment is made directly to the Owner on behalf of the Family. The HCV Program is most often administered by state or local government entities called Public Housing Agencies using housing assistance funds provided by HUD. The Louisville Metro Housing Authority (LMHA) is the Public Housing Agency that administers the HCV Program in Louisville, Kentucky. This Administrative Plan describes the policies the LMHA uses to administer its HCV Program.

## **B. *COMPLIANCE WITH LAWS AND REGULATIONS***

The operation of the Housing Authority's HCV Program will comply with the following:

1. All federal, state, and local laws;
2. The Housing Authority's consolidated Annual Contributions Contract with HUD;
3. The requirements of any grant agreement signed by the LMHA as a condition of receiving specific vouchers; and
4. HUD regulations.

If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **C. *HCV PROGRAM FLEXIBILITIES PROVIDED THROUGH MOVING TO WORK (MTW)***

This HCV Administrative Plan is aligned with the Moving to Work (MTW) Agreement by and between HUD and the LMHA, as amended and restated on April 15, 2008, and including any subsequent amendments thereto. The MTW Agreement governs and supersedes, as appropriate, applicable federal laws, rules, regulations, contracts, and agreements that have been or will be waived and/or modified by the MTW Agreement and subsequent amendments to the Agreement. This Administrative Plan, in conjunction with the approved MTW Annual Plan, together comprise the operational policies of the Housing Authority's HCV Program.

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<sup>1</sup> 24 CFR 982.1, Programs: Purpose and Structure

With HUD approval, the LMHA has implemented a number of specific activities made possible by the regulatory flexibilities provided through the MTW Program. The activities that impact the HCV Program are as follows:

**Table 1-1: Moving to Work (MTW) Activities**

Activity #	MTW Activity
2021-2	Emergency Waivers
2021-1	Preservation of Low-Income Homeownership Units
2020-1	Rent Simplification, including newly proposed provisions as well as the following previously approved activities: <ul style="list-style-type: none"> <li>• Activity #6-2008, HCV Program - Earned Income Disregard for Elderly Families;</li> <li>• Activity #8-2008, HCV Program &amp; Public Housing - Standard Medical Deduction;</li> <li>• Activity #32-2012, HCV Program &amp; Public Housing - Elimination of the Earned Income Disregard; and</li> <li>• Activity #40-2014, HCV Program - Financial Aid Disregard in Calculation of TTP</li> </ul>
2020-2	Streamlined Flat Rent
2020-3	Local Forms
2020-4	FSS Program Enhancements
2020-5	Gap Financing
2005-1	Special Referral MTW HCV Programs (formerly Activity #44-2015), including the following previously approved activities: <ul style="list-style-type: none"> <li>• Sub-Activity #1-2005, The Villager – Center for Women and Families (CWF);</li> <li>• Sub-Activity #7-2008, Day Spring (Renewed 2012);</li> <li>• Sub-Activity #15-2009, Louisville Scholar House – Family Scholar House (formerly Project Women);</li> <li>• Sub-Activity #20-2010, Downtown Scholar House - Family Scholar House with Spalding University;</li> <li>• Sub-Activity #30-2012, 100,000 Homes Initiative;</li> <li>• Sub-Activity #31-2012, Stoddard Johnston Scholar House - Family Scholar House;</li> <li>• Sub-Activity #34-2012, Wellspring - Youngland Avenue Facility;</li> <li>• Sub-Activity #35-2012, Allocate MTW Housing Choice Vouchers to Special Referral Programs, including the following agencies: <ul style="list-style-type: none"> <li>• Catholic Charities of Louisville;</li> <li>• Center for Accessible Living;</li> <li>• Choices;</li> <li>• Coalition for the Homeless;</li> <li>• Family &amp; Children’s Place;</li> <li>• Home of the Innocents;</li> <li>• House of Ruth;</li> <li>• Joshua Community Connectors;</li> <li>• Kentucky Cabinet for Health and Family Services/Partnership for Families;</li> <li>• Kentucky Housing Corporation;</li> <li>• Kentucky Department of Behavioral Health;</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• Louisville Office of Resilience and Community Services;</li> <li>• Mattingly Edge;</li> <li>• My Chosen People;</li> <li>• Phoenix Health Center;</li> <li>• Volunteers of America Mid-States;</li> <li>• Sub-Activity #36-2013, Wellspring – Bashford Manor / Newburg Facility;</li> <li>• Sub-Activity #38-2013, Parkland Scholar House - Family Scholar House;</li> <li>• Sub-Activity #42-2015, Centerstone (Formerly Seven Counties Services, Inc.) Initiative;</li> <li>• Sub-Activity #46-2017, Riverport Scholar House - Family Scholar House; and,</li> <li>• Sub-Activity #47-2017, ChooseWell Communities, Inc.</li> </ul>
2006-1	<p>MTW Homeownership Program, including the following previously approved activities:</p> <ul style="list-style-type: none"> <li>• Activity #3-2006, HCV Homeownership Program - Amount and Distribution of Homeownership Assistance;</li> <li>• Activity #11-2009, HCV Homeownership Program - Flexibility in Third-Party Verifications; and,</li> <li>• Activity #13-2009, HCV Homeownership Program – Exception Payment Standards (Revised 2016)</li> </ul>
2007-1	Streamlined Recertification Process (formerly Activity #4-2007, referred to as Alternate Year Reexaminations) (Revised 2012, 2014)
2008-1	<p>Occupancy at Elderly Developments, including the following previously approved activities:</p> <ul style="list-style-type: none"> <li>• Activity #10-2008, Locally Defined Definition of Elderly; and,</li> <li>• Activity #23-2010, Public Housing - Lease-up Incentives for New Residents at Dosker Manor</li> </ul>
2009-1	<p>Streamlined Development and Acquisition, including the following previously approved activities:</p> <ul style="list-style-type: none"> <li>• Activity #18-2009, Public Housing - Simplification of the Public Housing Development Submittal; and,</li> <li>• Activity #26-2011, Public Housing – Acquisition of Mixed-Income Sites</li> </ul>
2011-1	HCV Child Care Deductions Policy (formerly Activity #27-2011)
2014-1	<p>Public Housing Sublease Programs, including the following previously approved activities:</p> <ul style="list-style-type: none"> <li>• Activity #29-2015, Public Housing - Sublease Agreement with YouthBuild Louisville; and,</li> <li>• Activity #37-2014, Public Housing - Sublease Agreement with Frazier Spinal Cord Rehab Institute</li> </ul>
2014-2	HCV Program Rent Increase Limit (formerly Activity #39-2014)
2015-1	HCV Program - HUD/MDRC Rent Reform Demonstration (formerly Activity #43-2015)
2018-1	Beecher Terrace CNI Revitalization – Broader Use of Funds to Support the Development of Off-Site, Mixed-Income Replacement Housing (formerly Activity #49-2018)
2018-2	Increasing Housing Options for Relocating Beecher Terrace Families (formerly Activity #50-2018)
2019-1	<p>Enhancements to Local Project-Based Voucher Program, including the following previously approved activities:</p> <ul style="list-style-type: none"> <li>• Activity #48-2018, Local Project-Based Voucher Program; and,</li> <li>• Activity #51-2019, Enhancements to Local Project-Based Voucher Program</li> </ul>

## ***D. SUMMARY OF HOUSING AUTHORITY, OWNER, AND FAMILY RESPONSIBILITIES***

### **1. Housing Authority Responsibilities**

In administering the HCV Program, the LMHA will:

- a. Publish and disseminate information about the availability and nature of housing assistance under the Program;
- b. Explain the Program to Owners, Applicant Families, and Participant Families, including each party's rights and responsibilities under the Violence Against Women Act;
- c. Seek expanded opportunities for assisted Families to locate housing outside areas of poverty or racial concentration;
- d. Encourage Owners to make units available for leasing in the Program, including Owners of suitable units located outside areas of poverty or racial concentration;
- e. Affirmatively further fair housing goals and comply with equal opportunity requirements;
- f. Make efforts to help people with disabilities find satisfactory housing;
- g. Receive applications from Applicant Families, maintain the waiting list, determine eligibility, issue a Housing Choice Voucher to each selected Applicant Family, and provide housing information to Applicant Families selected;
- h. Determine who can live in the assisted unit at admissions and during the Participant Family's participation in the Program;
- i. Obtain and verify evidence of citizenship and eligible immigration status;
- j. Review the Applicant or Participant Family's request for approval of the tenancy and the Owner Lease, which must include the HUD prescribed tenancy addendum;
- k. Inspect the unit before the assisted occupancy begins and at least as often as required by HUD during the assisted tenancy;
- l. Determine the amount of the Housing Assistance Payment for the Participant Family;
- m. Determine the maximum Rent to Owner and whether the rent is reasonable;
- n. Make timely Housing Assistance Payments to the Owner in accordance with the Housing Assistance Payments contract;
- o. Examine Applicant Family income, size, and composition at admission and Participant Family income, size, and composition at least once every two years during the Family's participation in the Program. This examination will include verification of income and other Family information;
- p. Establish and periodically adjust the schedule of Utility Allowances;

- q. Administer and enforce the Housing Assistance Payments contract with the Owner, including taking appropriate action if the Owner defaults on the contract;
- r. Determine whether to terminate assistance to a Participant Family for the violation of family obligations;
- s. Conduct informal reviews of certain LMHA decisions concerning applications for participation in the Program;
- t. Conduct informal hearings on certain LMHA decisions concerning Participant Families;
- u. Provide sound financial management of the Program, including engaging an independent public accountant to conduct audits;
- v. Administer HUD-funded special HCV Programs (as applicable); and
- w. Administer a Family Self-Sufficiency (FSS) Program.

## **2. Owner Responsibilities<sup>2</sup>**

The Owner is responsible for performing all of the Owner's obligations under the Housing Assistance Payments contract and the Lease, including the tenancy addendum. These obligations include, but are not limited to the following:

- 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. The fact that a Family Member is or has been a victim of Domestic Violence, Dating Violence, or Stalking is not an appropriate basis for denial of tenancy if the Family otherwise qualifies for tenancy;
- b. Maintaining the unit in accordance with the Housing Authority's standards for decent, safe, and sanitary housing, including performance of ordinary and extraordinary maintenance;
- c. Providing access to the unit for scheduled inspections;
- d. Complying with fair housing and equal opportunity requirements;
- e. Preparing and furnishing to the LMHA information required under the Housing Assistance Payments contract, including but not limited to, promptly giving the LMHA a copy of any Owner eviction notice;
- f. Collecting from the Applicant or Participant Family:
  - i. Any security deposit;
  - ii. The tenant contribution (the part of Rent to Owner not covered by the Housing Assistance Payment); and
  - iii. Any charges for unit damage by the Participant Family;

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<sup>2</sup> 24 CFR 982.452, Owner Responsibilities

- g. Enforcing tenant obligations under the Lease;
- h. Paying for utilities and services (unless paid by the Participant Family under the Lease);
- i. Permitting modifications to a dwelling unit occupied or to be occupied by a person with a disability, (as described at 24 CFR 100.203);
- j. For registering the assisted unit in the Louisville Metro Rental Registry; and<sup>3</sup>
- k. Providing Carbon Monoxide detection for applicable dwelling units.<sup>4</sup>

### **3. Participant Family Responsibilities<sup>5</sup>**

Participant Family obligations include, but are not limited to, the following:

- a. Supplying required information:
  - i. The Participant Family must supply any information that the LMHA or HUD determines is necessary in the administration of the HCV Program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release, or other documentation;
  - ii. The Participant Family must supply any information requested by the LMHA or HUD for use in a regularly scheduled Re-Examination or Interim Re-Examination of Family income and composition in accordance with HUD requirements;
  - iii. The Participant Family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information; and
  - iv. All information supplied by the Participant Family must be true and complete;
- b. Not causing, or allowing Guests to cause, any breach of the Housing Authority's standards for decent, safe, and sanitary units, as determined by the LMHA;
- c. Allowing the LMHA to inspect the unit at reasonable times and after at least two days Written Notification, as required by state law;
- d. Not committing any serious or repeated violation of the Lease. An incident or incidents of actual or threatened Domestic Violence, Dating Violence, or Stalking will not be construed as a serious or repeated Lease violation by the victim (or threatened victim) of Domestic Violence, Dating Violence, or Stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim;

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<sup>3</sup> Additional information regarding rental property registration can be found at: <https://louisvilleky.gov/government/codes-regulations/rental-registry>

<sup>4</sup> PIH Notice 2022-01

<sup>5</sup> 24 982.551, Obligations of Participant



- e. Notifying the LMHA and the Owner (and receiving the Housing Authority's approval if the Participant Family wishes to receive continued assistance) before the Participant Family moves out of the unit or terminates the Lease on notice to the Owner;
- f. Promptly giving the LMHA a copy of any Owner eviction notice;
- g. Regarding the use and occupancy of the unit:
  - i. The Participant Family must use the assisted unit for residence by the Family. The unit must be the Family's only residence;
  - ii. The LMHA must approve the composition of the Participant Family residing in the unit. The Family must inform the LMHA within 10 calendar days of the birth, adoption, or court-awarded custody of a child. The Family must request LMHA approval to add any other Family Member as an occupant of the unit. No other person (i.e., no one but Members of the assisted Family) may reside in the unit except for a Foster Child, Foster Adult, or Live-In Aide as provided in paragraph (iv) of this section;
  - iii. The Participant Family must promptly notify the LMHA within 10 calendar days if any Family Member no longer resides in the unit;
  - iv. If the LMHA has given approval, a Foster Child, Foster Adult, or Live-In Aide may reside in the unit. The Housing Authority has the discretion to adopt reasonable policies concerning residence by a Foster Child, Foster Adult, or Live-In Aide and to define when LMHA consent may be given or denied;
  - v. Household Members may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by Participant Family Members. Any business uses of the unit must comply with the Lease, zoning requirements, and the affected Household Member must obtain all appropriate licenses;
  - vi. The Participant Family must not sublease or let the unit; and
  - vii. The Participant Family must not assign the Lease or transfer the unit;
- h. Regarding any absence of all Participant Family Members from the unit:<sup>6</sup>
  - i. The Participant Family must supply any information or certification requested by the LMHA 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 LMHA for this purpose;
  - ii. Utilities must be maintained, and rent paid during any absence of the Participant Family from the unit;
  - iii. The Participant Family must promptly notify the LMHA of its absence from the unit if the entire Family will be absent from the unit for more than 30 calendar days. The Family

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<sup>6</sup> 24 CFR 982.312, Absence from Unit

must request permission from the Housing Authority for absences exceeding 120 calendar days; and

- iv. Authorizations for absences of more than 120 calendar days will only be granted in limited circumstances, when such absences are deemed necessary by the LMHA. Such absences include, but are not limited to, prolonged hospitalization, death in the Family, and other Family Member illnesses;
- i. Not owning or having any interest in the unit (except for Owners of a Manufactured Home renting the Manufactured Home Space or Participant Families using a Housing Choice Voucher to purchase a home);
- j. Not committing fraud, bribery, or any other corrupt or criminal act in connection with the HCV Program;
- k. Not engaging in Drug-Related Criminal Activity or Violent Criminal Activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the Premises. Criminal activity directly related to Domestic Violence, Dating Violence, or Stalking, engaged in by a Household Member or Guest or any Other Person Under the Tenant's Control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the Tenant or Immediate Family Member of the Tenant is the victim;
- l. Not abusing alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the Premises;
- m. Not receiving HCV 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.

## 2. PROVIDING EQUAL ACCESS

### A. FAIR HOUSING<sup>1</sup>

It is the policy of the Louisville Metro Housing Authority (LMHA) 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 (HUD) 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, sexual orientation, gender identity, lawful source of income<sup>2</sup>, conviction history (excluding convictions for offenses outlined in local ordinance),<sup>3</sup> arrest history, prior military service, or homeless status<sup>4</sup>, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority's housing programs.

No inquiries shall be made about a person's Sexual Orientation or Gender Identity. However, the LMHA may inquire about a person's sex in order to determine the number of bedrooms a Household may be eligible for under the Housing Authority's occupancy standards or to accurately complete Form HUD-50058 or Form HUD-50058 MTW.

To further its commitment to and full compliance with applicable civil rights laws, the LMHA will provide information to Applicant and Participant Families regarding fair housing laws and any recourse available to them if they believe they may be victims of illegal discrimination. Such information will be made available with the full application, and applicable fair housing information and discrimination complaint forms will be made available at the Housing Authority's offices. In addition, appropriate written information and advertisements will contain suitable equal opportunity language and the HUD Office of Fair Housing and Equal Opportunity logo.<sup>5</sup>

The LMHA will assist any Family that believes they have suffered illegal discrimination by providing them with a copy of Form HUD-903.1, *Are You a Victim of Housing Discrimination?* in their preferred language when available. A copy of this form is available in Appendix 3.A of this Plan. Form HUD-903.1 can also be completed and submitted online at the following web address:

[http://portal.hud.gov/hudportal/HUD?src=/topics/housing\\_discrimination](http://portal.hud.gov/hudportal/HUD?src=/topics/housing_discrimination)

Versions of Form HUD-903.1 in Arabic, Cambodian, Chinese, English, Korean, Russian, Somali, Spanish, and Vietnamese can be downloaded from:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/administration/hudclips/forms/hud9](http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud9)

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<sup>1</sup> 24 CFR 982.53, "Equal Opportunity Requirements and Protection for Victims of Domestic Violence, Dating Violence, or Stalking"; 24 CFR 982.304, "Illegal Discrimination: PHA Assistance to Family"; PIH 2014-20, *Program Eligibility Regardless of Sexual Orientation, Gender Identity or Marital Status as Required by HUD's Equal Access Rule*

<sup>2</sup> LMHA anticipates that the Louisville Metro Government will have to remove this protection as a result of Kentucky passing House Bill 18, outlined here: <https://apps.legislature.ky.gov/record/24rs/hb18.html>

<sup>3</sup> LMG Title IX Chapter 92.04 (A)(5)

<sup>4</sup> LMG Title IX, Chp 92, §92.01 and §92.03.

<sup>5</sup> The FHEO logo can be downloaded from:

<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

If requested, the Housing Authority will assist Families as appropriate to ensure equal access and will provide the address of the nearest HUD Office of Fair Housing and Equal Opportunity. The address of the office nearest to the Housing Authority's jurisdiction is as follows:

Atlanta Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, Georgia 30303-2806  
Phone: (404) 331-5140  
Toll-Free: (800) 440-8091  
TTY (Text Telephone): (404) 730-2654  
Fax: (404) 331-1021  
Email: [complaints\\_office\\_04@hud.gov](mailto:complaints_office_04@hud.gov)

Families that believe they have suffered illegal discrimination may also file a complaint locally with the Louisville Metro Human Relations Commission:<sup>6</sup>

Louisville Metro Human Relations Commission  
745 W Main St  
Louisville, KY 40202  
Phone: (502) 574-3631

A copy of the discrimination complaint form used by this agency is available at the following web address:

<https://louisvilleky.wufoo.com/forms/zwxnre21fmgmfn/>

The LMHA will keep records of all fair housing complaints, investigations, notices, and corrective actions for five years.

## ***B. REASONABLE ACCOMMODATION<sup>7</sup>***

LMHA will make Reasonable Accommodations in rules, policies, practices, or services, when such Accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

A "Reasonable Accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

### ***REQUESTING A REASONABLE ACCOMODATION***

**A Reasonable Accommodation request** can be made at any time by an Applicant or existing Tenant or someone acting on their behalf, orally or in writing (in writing is preferred, but not required).

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<sup>6</sup> Louisville / Jefferson County Metro Government Code of Ordinances, 92.03, "Unlawful Practices in Connection with Housing"

<sup>7</sup> 24 C.F.R. § 100.204, <https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf>

**A. Requesting Reasonable Accommodation with LMHA:**

- a. Any Applicant or Tenant may pick up a Request for Reasonable Accommodation form from any LMHA office during normal, posted operating hours. A copy of this form can also be found in Appendix 3.B of this Plan.
- b. All Applicants will receive a Request for Reasonable Accommodation form.
- c. Information regarding Reasonable Accommodation will be provided with notice of:
  - i. Re-Examination
  - ii. appointment
  - iii. inspection
  - iv. termination of assistance
  - v. any other notice requesting tenant action.
- d. Oral requests may be made at any LMHA office during normal, posted operating hours.

**B. LMHA will never charge an additional fee or additional rent as a condition of providing a Reasonable Accommodation.**

***LMHA'S PROCESS FOR PROVIDING REASONABLE ACCOMMODATIONS***

**A. LMHA will confirm the requestor has a disability**

- a. The Fair Housing Act defines a person with a disability to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

The term 'physical or mental impairment' includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus (HIV) infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

The term 'substantially limits' suggests that the limitation is 'significant' or 'to a large degree.'

The term 'major life activity' means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. This list of major life activities is not exhaustive."

- b. If the disability is apparent or already documented, the answer to the question, "Is the requestor or a Household Member a person with a disability?" is yes. If the disability is not apparent or documented, the LMHA will obtain verification that the person requesting the Accommodation is a person with a disability.

- c. LMHA will normally not request information about the nature or severity of an individual's disability.
  - d. However, in response to a request for a Reasonable Accommodation, a housing provider may request reliable disability-related information that:
    - i. is necessary to verify that the person meets the Act's definition of disability
    - ii. describes the needed Accommodation, and
    - iii. shows the relationship between the person's disability and the need for the requested Accommodation.
  - e. Information verifying that the person meets the Act's definition of disability can usually be provided by the individual themselves.
  - f. Typical examples of verification methods:
    - i. Individuals under 65 with proof of SSI or SSDI benefits
    - ii. Credible statement by the individual
    - iii. Doctor or other medical professional statement
    - iv. Peer support group statement
    - v. Non-medical service agency statement
  - g. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.
  - h. The following are not protected by the Act:
    - i. juvenile offenders
    - ii. sexual offenders
    - iii. persons actively engaging in the use of illegal substances
      - 1. Persons in recovery and not actively using illegal substances are covered.

an individual with a disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by Reasonable Accommodation
- B. LMHA will determine if the requested Accommodation has a relationship to the verified disability and if the requested Accommodation is reasonable.**
- a. If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the LMHA will obtain documentation that the requested Accommodation is needed due to the disability. The Housing Authority will not inquire as to the nature of the disability.
  - b. Generally, the individual knows best what they need; however, the LMHA retains the right to be shown how the requested Accommodation enables the individual to access or use the Housing Authority's programs or services.
  - c. LMHA may deny a request for a Reasonable Accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the Accommodation.

- d. LMHA may deny a request if providing the Accommodation is not reasonable, meaning
  - i. it would impose an undue financial and administrative burden on LMHA
    - 1. LMHA has a policy that requested Reasonable Accommodations under \$5,000 will not be considered an undue financial burden.
    - 2. Reasonable Accommodation requests over \$5,000 will be reviewed on a case-by-case basis; or
  - ii. it would fundamentally alter the nature of LMHA's operations.
- e. LMHA will also deny any request that would enable a Participant Family to materially violate Family obligations.
- f. LMHA will make such determinations on a case-by-case basis, considering the following factors:
  - i. the cost of the requested Accommodation
  - ii. the financial resources of LMHA
  - iii. the benefits that the Accommodation would provide to the requester
  - iv. the availability of alternative Accommodations that would effectively meet the requester's disability-related needs
- g. In the event LMHA considers an Accommodation unreasonable, LMHA will discuss with the requester whether there is an alternative Accommodation that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden.
  - i. If the discussed alternative Accommodation is agreed up through an interactive process and is reasonable, LMHA will grant the Accommodation.

#### 4. Requests to Physically Modify the Dwelling Unit

If the Applicant or Participant Family requests, as a Reasonable Accommodation, that they be permitted to make physical modifications to their dwelling unit at their own expense, the request should be made to the property Owner. The LMHA does not have responsibility for the Owner's unit and does not have responsibility to make the unit accessible. The Housing Authority may, however, grant a higher Payment Standard for units where property Owners make physical modifications for a person with a disability so long as the Payment Standard does not exceed 110% of Fair Market Rent.

### ***C. SERVICES FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY***

The LMHA shall do its best, within reason, to assist individuals with limited English proficiency. Following an assessment of the needs of such persons within its jurisdiction, the Housing Authority has prepared a Language Access Plan, which can be found in Appendix 4.

## **D. OUTREACH**

### **1. Family Outreach<sup>8</sup>**

The LMHA will publicize, when appropriate, the availability and nature of the HCV Program for Extremely Low-Income and Very Low-Income Families in a newspaper of general circulation, minority media, and by other suitable means.

The LMHA 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 HCV Program.

### **2. Owner Outreach<sup>9</sup>**

The LMHA employs a Landlord Relations Specialist, who conducts regular outreach to Owners within the Housing Authority's jurisdiction, including Owners of suitable units located outside of areas of low-income or minority concentration and Owners of accessible units.

Owner outreach materials are available online through the Housing Authority's website ([www.lmha1.org](http://www.lmha1.org)). These materials explain how the HCV Program works; how the Program benefits Owners; and Owners' responsibilities under the Program.

## **E. PRIVACY PROTECTIONS<sup>10</sup>**

All Adult Family Members are periodically required to sign the Housing Authority's HUD-approved local version of Form HUD-9886, *Authorization for Release of Information and Privacy Act Notice*. This notice states how Family information will be released and includes the *Federal Privacy Act Statement*.

No third-party request for Applicant or Participant Family or Household information will be released unless there is a signed release of information request from the Applicant or Participant or unless required by law.

## **F. PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING<sup>11</sup>**

### **1. Protections Provided Under the Violence Against Women Act<sup>12</sup>**

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<sup>8</sup> HCV Program Guidebook, Chapter 4.3, "Conducting Outreach to Families"

<sup>9</sup> HCV Program Guidebook, Chapter 2.4, "Outreach to Owners"

<sup>10</sup> 24 CFR 5.212, "Compliance with the Privacy Act and Other Requirements"; 24 CFR 5.230, "Consent by Assistance Applicants and Participants"; 24 CFR 982.551, "Obligations of Participant"

<sup>11</sup> 81 FR 221, "Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs"; 24 CFR 5.20001-5.2011, Subpart L and 24 CFR 982.53, "Equal Opportunity Requirements and Protection for Victims of Domestic Violence, Dating Violence, or Stalking"

<sup>12</sup> 24 CFR 5.2005, "VAWA Protections"; 24 CFR 5.2009, "Remedies Available to Victims of Domestic Violence, Dating Violence, or Stalking in HUD-Assisted Housing," as updated by 78 FR 47717, *The Violence Against Women*



The LMHA will provide notice to HCV Applicant and Participant Families of the following protections available to them under the Violence Against Women and Department of Justice Reauthorization Act of 2005, as amended (see Appendix 3.C for a copy of this notice). Such notice will also describe the limitations of these protections and will be provided together with Form HUD-5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (see Appendix 3.E). Notice will be provided at the time an Applicant or Participant is admitted to or denied residency in a dwelling unit and with any notification of eviction or termination of assistance.

These protections are equally available to both men and women and are available regardless of perceived or actual Gender Identity or Sexual Orientation.

Notice will also be provided to Owners of their rights and obligations under the Act.

*a. Protections Available to Applicant Families*

Admission to the HCV Program shall not be denied on the basis that the Applicant is or has been a victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, if the Applicant otherwise qualifies for assistance or admission.

*b. Protections Available to Participant Families*

- i. An incident or incidents of actual or threatened Domestic Violence, Dating Violence, Sexual Assault, or Stalking will not be construed as a serious or repeated Lease violation by the victim or threatened victim of the Domestic Violence, Dating Violence, Sexual Assault, or Stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim;
- ii. Criminal activity directly related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking, engaged in by a Household Member or any Guest or Other Person Under the Tenant's Control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the Tenant or an Affiliated Individual of the Tenant is the victim;
- iii. The LMHA or Owner may Bifurcate a Lease, or remove a Household Member from a Lease without regard to whether the Household Member is a signatory to the Lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any Tenant or lawful occupant who engages in criminal activity directly relating to Domestic Violence, Dating Violence, Sexual Assault, or Stalking against an Affiliated Individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a Tenant or lawful occupant;
- iv. The LMHA and Owner will honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and to address the distribution of property among Household Members in a case where a Family breaks up; and

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*Reauthorization Act of 2013: Overview of Applicability to HUD Programs*, 6 August 2013. See also: Henriquez, Sandra B, "Letter from the HUD Assistant Secretary for Public and Indian Housing to Public Housing Agency Executive Directors," 30 September 2013.

- v. Any protections provided by law that give greater protection to the victim are not superseded by these provisions.<sup>13</sup>
- c. *Limitations of Available Protections*
  - i. Nothing in this Section 2.F limits the ability of the LMHA or Owner to evict a Tenant or terminate assistance for a Lease violation unrelated to Domestic Violence, Dating Violence, Sexual Assault, or Stalking, provided the LMHA or Owner does not 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; and
  - ii. Nothing in this Section 2.F may be construed to limit the authority of the LMHA or an Owner to evict or terminate assistance to any Tenant or lawful occupant if the Housing Authority or Owner can demonstrate an Actual and Imminent Threat to other Tenants or to those employed at or providing service to the HCV Program assisted property. In this context, words, gestures, actions, or other indicators will be considered an Actual and Imminent Threat if they meet the standards provided in the Glossary definition of this term.

Any eviction or termination of assistance as a result of an Actual and Imminent Threat will be utilized by the LMHA or Owner only when there are no other actions that could be taken to reduce or eliminate the Threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual Participants.

## **2. Documenting the Occurrence of Domestic Violence, Dating Violence, Sexual Assault, or Stalking<sup>14</sup>**

### **a. Request for Documentation**

The law allows, but does not require, the LMHA or an Owner to request documentation 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. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the LMHA. Owners may elect to require documentation, or not to require it, as permitted under applicable law. The request for documentation must be in writing.

If requested, documentation must be provided to the LMHA or to the Owner within 14 Business Days after the date that the individual received the request for documentation, although an Owner may elect to provide additional time at their discretion.

### **b. Forms of Documentation**

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<sup>13</sup> 24 CFR 5.2011, "Effect on Other Laws"

<sup>14</sup> 24 CFR 5.2007, "Documenting the Occurrence of Domestic Violence, Dating Violence, or Stalking"

Documentation 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 ways:

i. HUD-Approved Certification Form (Form HUD-5382)

Documentation may consist of a HUD-approved certification form (Form HUD-5382) indicating that the individual is a victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such 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 and may be based solely on the personal signed attestation of the victim. A copy of Form HUD-5382 can be found in Appendix 3.E;

ii. Police or Court Record

- Documentation may consist of a federal, state, tribal, territorial, or local police report or court record;
- Administrative Agency Record
- Documentation may consist of a record of an administrative agency; or

iii. Other Documentation

Other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical or mental health professional, from whom the victim has sought assistance in addressing Domestic Violence, Dating Violence, Sexual Assault, or Stalking, or the effects of abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking has signed or attested to the documentation.

c. *Confidentiality*

Any documentation provided, including the fact that the individual is a victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, will be kept confidential by the LMHA or Owner. The LMHA or Owner will not:

- i. Enter the information contained in the documentation into any shared database;
- ii. Allow employees of the LMHA or Owner or those within their employ (e.g., contractors) to have access to such information unless explicitly authorized by the Housing Authority or Owner for reasons that specifically call for these employees or those within their employ to have access to this information;
- iii. Disclose this information to any other entity or individual, except to the extent that disclosure is:
  - a. Requested or consented to by the individual submitting the documentation in writing;
  - b. Required for use in an eviction proceeding; or
  - c. Otherwise required by applicable law.

*d. Failure to Provide Documentation*

Failure to provide documentation in accordance with the LMHA or Owner's written request will result in loss of protection under the Violence Against Women Act and under this policy against any proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.

*e. Managing Conflicting Documentation*

In cases where the LMHA or Owner receives conflicting certification documents from two or more Household Members, each claiming to be a victim and naming one or more of the other petitioning Household Members as the perpetrator, the Housing Authority or Owner may determine which is the true victim by requiring third-party documentation as described in Section 2.F.2.b, subparagraphs ii, iii, or iv and in accordance with any HUD guidance as to how such determinations will be made.

**3. Violence Against Women Act (VAWA) 2022 UPDATES<sup>15</sup>**

a. LMHA will in its regular practice ensure compliance with the following provisions of VAWA:

- (1) compliance with requirements prohibiting the denial of assistance, tenancy, or occupancy rights on the basis of domestic violence, dating violence, sexual assault, or stalking;
- (2) compliance with confidentiality provisions set forth in section 41411(c)(4) of VAWA ([34 U.S.C. 12491\(c\)\(4\)](#));
- (3) compliance with the notification requirements set forth in section 41411(d)(2) of VAWA ([34 U.S.C. 12491\(d\)\(2\)](#));
- (4) compliance with the provisions for accepting documentation set forth in section 41411(c) of VAWA ([34 U.S.C. 12491\(c\)](#));
- (5) compliance with emergency transfer requirements set forth in section 41411(e) of VAWA ([34 U.S.C. 12491\(e\)](#)); and
- (6) compliance with the prohibition on retaliation set forth in section 41414 of VAWA ([34 U.S.C. 12494](#))

b. Although HUD considers its definitions of "Domestic Violence" and "Stalking"<sup>16</sup> to be inclusive of the following definitions, LMHA will apply HUD's VAWA requirements in a manner that encompasses the "domestic violence" definition provided by VAWA as of October 1, 2022, which adds the following:

- i) ECONOMIC ABUSE.—The term '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,

<sup>15</sup> Although HUD has not yet engaged in rule-making related to updates to VAWA, these changes are in effect as of October 1<sup>st</sup>, 2022. For more information see the Federal Register "The Violence Against Women Act Reauthorization Act of 2022: Overview of Applicability to HUD Programs", published January 4, 2023.

<sup>16</sup> See Glossary

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.

ii) **TECHNOLOGICAL ABUSE.**—The term 'technological abuse' means 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 emerging technologies.

c. **Prohibition on Retaliation:**

- i) No public housing agency or owner or manager of housing assisted under a covered housing program shall discriminate against any person because that person has opposed any act or practice made unlawful by the housing title of VAWA (34 U.S.C. chapter 121, subchapter III, Part L), or because that person testified, assisted, or participated in any related matter.
- ii) No public housing agency or owner or manager of housing assisted under a covered housing program shall coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under the housing title of VAWA.

d. **The right to report crimes and emergencies from one's home:**

- i) Landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance.
- ii) Application of actual or threatened penalties to the listed protected persons based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under the laws or policies adopted or enforced by covered governmental entities is prohibited.

***G. HCV PROGRAM INFORMATION TO BE POSTED IN LMHA OFFICES***

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

1. The Housing Choice Voucher (HCV) Administrative Plan;<sup>17</sup>
2. Notice of the status of the waiting list (opened or closed);
3. Addresses of all LMHA offices, telephone numbers, TDD (Telecommunications Device for the Deaf) numbers, and hours of operation;
4. Income limits for admission;
5. Informal review and informal hearing procedures;
6. Fair Housing Poster;<sup>18</sup>
7. Equal Opportunity in Employment Poster; and
8. The Housing Authority's SEMAP score and designation.<sup>19</sup>
9. Notice to Applicants/Participants Regarding Their Rights Under the Violence Against Women Act (VAWA)

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<sup>17</sup> 24 CFR 982.54, "Administrative Plan"

<sup>18</sup> 24 CFR 110.15, "Location of Posters"

<sup>19</sup> Public Housing Agencies that participate in HUD's Moving to Work (MTW) Demonstration Program, including the LMHA, are exempt from the SEMAP process. Instead, these agencies maintain a "High Performer" status for the duration of their participation in the MTW Program.

### 3. ELIGIBILITY FOR AND DENIAL OF ASSISTANCE

#### A. *ELIGIBILITY CRITERIA*<sup>1</sup>

In order to be eligible for admission to the Housing Choice Voucher (HCV) Program, the Applicant Family must meet all eligibility criteria described in this Section 3.A. Applicant Families will also be screened against the Louisville Metro Housing Authority's (LMHA) grounds for denial, listed in Section 3.B of this Administrative Plan, and must pass any additional Owner screening standards (see Section 6.H).

##### 1. Family Status Eligibility Criteria

All Families must have a Head of Household or Co-Heads of Household. Regardless of sexual orientation, gender identity<sup>2</sup>, or marital status, the family includes, but is not limited to, the following:

##### a. *A Family with or without Children*

Such a Family is defined as a group of people related by blood, marriage, adoption, or affinity that lives together in a stable Family relationship:

- i. Children temporarily absent from the home due to placement in foster care are considered Family Members; and
- ii. Unborn children are considered Family Members for purposes of determining bedroom size but are not considered Family Members for determining income limit.

##### b. *An Elderly Family*

- i. A Family whose Head (including Co-Head), spouse, or sole Member is a person who is at least 62 years of age;
- ii. Two or more persons who are at least 62 years of age living together; or
- iii. One or more persons who are at least 62 years of age living with one or more Live-In Aides.

##### c. *A Near-Elderly Family*

- i. A Family whose Head (including Co-Head), spouse, or sole Member is a person who is at least 50 years of age but below the age of 62;
- ii. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

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<sup>1</sup> 24 CFR 982.201, "Eligibility and Targeting"

<sup>2</sup> LMG Title IX, Chp 92, §92.01.

- iii. One or more persons who are at least 50 years of age but below the age of 62 living with one or more Live-In Aides.

*d. A Disabled Family*

- i. A Family whose Head (including Co-Head), spouse, or sole Member is a Person with a Disability;
- ii. Two or more Persons with Disabilities living together; or
  - A. One or more Persons with Disabilities living with one or more Live-In Aides.
  - B. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

*e. A Displaced Family*

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.

*f. A Remaining Member of a Tenant Family*

A Family Member of an assisted Family who remains in the unit when other Family Members have left the unit. The person must have been previously approved by the LMHA to be living in the unit.

If the only remaining Family Members are minor children, in order for the Family to continue to receive assistance:<sup>3</sup>

- i. The minor must be an Emancipated Minor who is legally able to execute a contract or Lease in the Commonwealth of Kentucky; or
- ii. The LMHA must receive verification from Child Protective Services and/or the Family Court indicating that another Adult is to move into the assisted unit to care for the minor child(ren). The Adult caretaker will be treated as a visitor until a legal determination of custody or guardianship has been made (up to a maximum of 180 calendar days), at which time the Adult, provided they are determined to be eligible for admission to the Housing Authority's HCV Program, will be designated Head of Household.

Should the Family Court determine that it is in the minor child(ren)'s best interest to be temporarily absent from the unit while legal custody or guardianship is being determined, the LMHA will continue to make Housing Assistance Payments on the Family's behalf for up to 180 calendar days. By the end of this period, a legal guardian (who is eligible for admission to the Housing Authority's HCV Program) must have been appointed and be living in the unit with the minor child(ren), or assistance will be terminated.

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<sup>3</sup> PIH 2010-9, *Effective Use of the Enterprise Income Verification (EIV) System's Deceased Tenants Report to Reduce Subsidy Payment & Administrative Errors*



*g. A Single Person*

A person who is not an Elderly or Displaced Person, or a Person with Disabilities, or the Remaining Member of a Tenant Family.

**2. Income Eligibility Criteria**

a. To be income-eligible, the Applicant must be a Family in any of the following categories:

- i. A Very Low-Income Family;
- ii. A Low-Income Family that is Continuously Assisted under the 1937 Housing Act;
- iii. A Low-Income Family that qualifies for voucher assistance as a non-purchasing Family residing in a:
  - A. HOPE 1 (HOPE for public housing homeownership) project;
  - B. HOPE 2 (HOPE for homeownership of multifamily units) project; or
  - C. A project subject to a resident homeownership program under 24 CFR 248.173; or
- iv. A Low-Income or Moderate-Income Family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.<sup>4</sup>
- v. A Low-Income Family in LMHA-designated Project-Based Voucher developments

b. The applicable income limit for issuance of a Housing Choice Voucher when a Family is selected for the HCV Program is the highest income limit (for the Family size) for areas in the LMHA jurisdiction. The applicable income limit for admission to the Program is the income limit for the area where the Family is initially assisted in the Program. At admission, the Family may only use the Voucher to rent a unit in an area where the Family is income eligible. This means that:

- i. Families who are moving into the Housing Authority's jurisdiction under Portability and have the status of Applicant rather than of Participant at their Initial Housing Authority must meet the income limit for the area where they are initially assisted under the HCV Program; and
- ii. Families who are moving into the Housing Authority's jurisdiction under Portability and are already Program Participants at their Initial Housing Authority do not have to meet the income eligibility requirement for the LMHA Program.<sup>5</sup>

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

d. Income limit restrictions do not apply to Families transferring units within the Housing Authority's HCV Program.

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<sup>4</sup> The term "eligible low-income housing" is defined at 24 CFR 248.101, "Prepayments and Plans of Action Under the Low Income Housing Preservation and Resident Homeownership Act of 1990: Definitions"

<sup>5</sup> 24 CFR 982.353, "Where Family Can Lease a Unit with Tenant-Based Assistance"

**3. Citizenship / Eligible Immigrant Status Eligibility Criteria<sup>6</sup>**

**a. Family Eligibility for Assistance**

- i. To be eligible for HCV assistance every Family Member must be a Citizen, National, or a Noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980.<sup>7</sup>
- ii. Each family member, regardless of age, must submit the following evidence to LMHA<sup>8</sup>:
  - a. For U.S. citizens or U.S. nationals, the evidence consists of a signed declaration of U.S. citizenship or U.S. nationality. LMHA may request verification of the declaration by requiring presentation of a United States passport or other appropriate documentation, as specified in HUD guidance.
  - b. For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:
    - i. A signed declaration of eligible immigration status; and
    - ii. Proof of age document.
  - c. For all other noncitizens, the evidence consists of:
    - i. A signed declaration of eligible immigration status;
    - ii. One of the INS documents referred to in [§ 5.510](#); and
    - iii. A signed verification consent form.
- iii. Despite the ineligibility of one or more Family Members, a Mixed Family may be eligible for one of three types of preservation assistance.<sup>9</sup>
  - A. Continued assistance;<sup>10</sup>
  - B. Temporary deferral of termination of assistance;<sup>11</sup> or
  - C. Prorated assistance (A Mixed Family must be provided prorated assistance if the Family so requests.).<sup>12</sup>
- iv. A Family without any eligible Family Members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

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<sup>6</sup> 24 CFR 5.506, "Restrictions on Assistance to Noncitizens: General Provisions"

<sup>7</sup> See 42 U.S.C. 1436a(a), "Restriction on Use of Assisted Housing by Non-Resident Aliens"

<sup>8</sup> 24 CFR 5.508(b)

<sup>9</sup> 24 CFR 5.516, "Availability of Preservation Assistance to Mixed Families and Other Families." See Section 11.4 of this Administrative Plan for rent calculations for Mixed Families.

<sup>10</sup> 24 CFR 5.518(a), "Types of Preservation Assistance Available to Mixed Families and Other Families: Continued Assistance"

<sup>11</sup> 24 CFR 5.518(b), "Types of Preservation Assistance Available to Mixed Families and Other Families: Temporary Deferral of Termination of Assistance"

<sup>12</sup> 24 CFR 5.520, "Proration of Assistance"

*b. Preferences*

Citizens of the Republic of Marshall Islands, the Federated States of Micronesia, and the Republic of Palau, who have eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980, are entitled to receive local preferences for housing assistance, except that, within Guam, such Citizens who have such local preference will not be entitled to housing assistance in preference to any U.S. Citizen or National resident therein who is otherwise eligible for such assistance.

*c. All Adult Family Members Must Have Legal Ability to Sign a Lease*

All Adults must be able to sign the Lease. If the Commonwealth of Kentucky should forbid individuals with ineligible immigration status from executing contracts (i.e., Leases or other legal binding documents), then they would be ineligible for the HCV Program.

**4. Social Security Number Disclosure Eligibility Criteria<sup>13</sup>**

*a. Applicant Household Disclosure of Social Security Numbers*

*i. Required Disclosure Prior to Admission of Applicant Family*

Prior to admission, every Household Member regardless of age must provide LMHA with a complete and accurate Social Security Number with the exception of Household Members who meet the criteria for any one of the exceptions described in section 3.A.4.a.ii of this Administrative Plan.

If any Household Member has not yet disclosed his or her Social Security Number at the time the Family reaches the top of the waiting list, the LMHA will request in writing that the Household Member(s) disclose and document their Social Security Number within 30 calendar days. The Family will maintain their position on the waiting during this period of time. However, if all Household Members have not disclosed and documented their Social Security Number at the time a Housing Choice Voucher becomes available, the Housing Authority will offer the Voucher to the next eligible Applicant Family on the waiting list. If the Family fails to disclose and document the Household Member's Social Security Number within 30 calendar days, the Family will be removed from the waiting list.

*ii. Exceptions to Required Disclosure Prior to Admission*

Household Members who meet any one of the following exceptions can be admitted to the HCV Program without prior disclosure and/or verification of a Social Security Number:

*A. Household Members Who Do Not Contend Eligible Immigration Status*

No post-admission verification of Social Security Number is required.

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<sup>13</sup> 24 CFR 5.216, "Disclosure and Verification of Social Security and Employer Identification Numbers"; PIH 2012-10, *Verification of Social Security Numbers (SSNs), Social Security (SS) and Supplemental Security Income (SSI) Benefits; and Effective Use of the Enterprise Income Verification (EIV) System's Identity Verification Report*. For additional information regarding the verification of Social Security Numbers, see Section 10.4.

*B. Household Members Under the Age of Six Who Were Added to the Applicant's Household Within the Six-Month Period Prior to the Effective Date of the Housing Assistance Payment Contract*

Applicant Families that include such a Household Member(s) will be given 90 calendar days from the effective date of the Housing Assistance Payment contract to provide documentation of a complete and accurate Social Security Number. LMHA will grant one additional 90-day grace if the Housing Authority determines that the Family's failure to comply with the Social Security Number documentation requirement was due to unforeseen circumstances and outside the control of the Family. If upon the expiration of the provided time period, the Family fails to comply with the Social Security Number disclosure and documentation requirements, LMHA will terminate the Family's assistance.

*C. Homeless Applicants to the Housing Authority's YMCA or St. Vincent DePaul Single Room Occupancy Programs<sup>14</sup>*

Such Applicants may be admitted to the HCV Program without disclosing a Social Security Number. However, the individual must provide LMHA with such documentation within 90 calendar days from the date of admission. The Housing Authority may grant the individual one 90-day extension, if the LMHA determines that the individual's failure to comply with the Social Security Number documentation requirement was due to unforeseen circumstances and outside the control of the Family. If upon the expiration of the provided time period, the individual fails to comply with the Social Security Number disclosure and documentation requirements, the LMHA will terminate the individual's assistance.

*b. Participant Household Disclosure of Social Security Numbers*

The provisions below apply to all Household Members unless they do not contend eligible immigration status:

i. Social Security Numbers Not Previously Disclosed

If a person is already a Household Member and has not disclosed his or her Social Security Number, it must be disclosed at the next Regularly Scheduled or Interim Re-Examination.

ii. Assignment of a New Social Security Number

If a Household Member has been assigned a new Social Security Number, it must be disclosed at the next Regularly Scheduled or Interim Re-Examination.

iii. Elderly Household Members

Household Members age 62 or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010, are exempt from the required

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<sup>14</sup> See Appendix 8 for more information about these programs.

disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

iv. New Household Members Age Six or Older

New Household Members age six or older must provide a complete and accurate Social Security Number prior to being added to the Household.

v. New Household Members Under the Age of Six

If the new Household Member is under the age of six and has not been assigned a Social Security Number, the Family will have 90 calendar days after the child is added to the Household to provide a complete and accurate Social Security Number. The Housing Authority may grant one 90-day extension for newly added Household Members under the age of 6 if in its sole discretion it determines that the Family's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the Family.

**5. Consent Authorization Documents Eligibility Criteria<sup>15</sup>**

- a. In order to be eligible for the HCV Program, each Family Member who is at least 18 years of age and each Family Head, Co-Head, and spouse regardless of age, shall sign one or more Consent Forms.
- b. The Consent Form(s) must contain, at a minimum, the following:
  - i. A provision authorizing HUD and the LMHA to obtain from State Wage Information Collection Agencies any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - ii. A provision authorizing HUD or the LMHA to verify with previous or current employers Income Information pertinent to the Family's eligibility for or level of assistance;
  - iii. A provision authorizing HUD to request income return information from the Internal Revenue Service and the Social Security Administration for the sole purpose of verifying Income Information pertinent to the Family's eligibility or level of benefits; and
  - iv. A statement that the authorization to release the information requested by the Consent Form expires 36 months after the date the Consent Form is signed.<sup>16</sup>
  - v. On or after January 1, 2025<sup>17</sup>, the following must be included: A provision authorizing PHAs to obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial

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<sup>15</sup> 24 CFR 5.230, "Consent by Assistance Applicants and Participants"; 24 CFR 5.232, "Penalties for Failing to Sign Consent Forms"

<sup>16</sup> MTW Activity #2007-1 "Streamlined Recertification Process", effective through December 31, 2023.

<sup>17</sup> Change to 24 CFR 5.230 effective January 1, 2025, PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)"

Privacy Act ([12 U.S.C. 3401](#))<sup>18</sup>, whenever LMHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits; and

- vi. On or after January 1, 2025<sup>19</sup>, the following must be included: A statement that the authorization to release the information requested by the consent form will remain effective until the earliest of:
  - a. The rendering of a final adverse decision for an assistance applicant;
  - b. The cessation of a participant's eligibility for assistance from HUD and the PHA; or
  - c. The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD.
- vii. On or after January 1, 2025<sup>20</sup>, a participant must sign and submit consent forms at their next interim or regularly scheduled income reexamination. After all applicants or participants over the age of 18 in a family have signed and submitted a consent form once on or after January 1, 2025, family members do not need to sign and submit subsequent consent forms at the next interim or regularly scheduled income examination except under the following circumstances:
  - a. When any person 18 years or older becomes a member of the family, that family member must sign and submit a consent form;
  - b. When a member of the family turns 18 years of age, that family member must sign and submit a consent form; or
  - c. As required by HUD or LMHA in administrative instructions.

## **6. College Student Eligibility Criteria<sup>21</sup>**

No assistance shall be provided under the HCV Program to any individual who:

- a. Is enrolled as a Student at an institution of higher education;<sup>22</sup>

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<sup>18</sup> (1) “financial institution”, except as provided in section 3414 of this title, means any office of a bank, savings bank, card issuer as defined in section 1602(n) 1 of title 15, industrial loan company, trust company, savings association, building and loan, or homestead association (including cooperative banks), credit union, or consumer finance institution, located in any State or territory of the United States, the District of Columbia, Puerto Rico, Guam, American Samoa, or the Virgin Islands; (2) “financial record” means an original of, a copy of, or information known to have been derived from, any record held by a financial institution pertaining to a customer’s relationship with the financial institution;

<sup>19</sup> Change to 24 CFR 5.230 effective January 1, 2025, , PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”

<sup>20</sup> Change to 24 CFR 5.230 effective January 1, 2025, , PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”

<sup>21</sup> 24 CFR 5.612, “Restrictions on Assistance to Students Enrolled in an Institution of Higher Education”

<sup>22</sup> See 20 U.S.C. 1001-1002 for definition of “Institution of Higher Education.”

- b. Is under 24 years of age;
- c. Is not a Veteran of the U.S. military;
- d. Is unmarried;
- e. Does not have a Dependent child;
- f. Is not a Person with Disabilities and was not receiving assistance under section 8 of the U.S. Housing Act of 1937 Act as of November 30, 2005; and
- g. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance through the HCV Program.

## ***B. GROUNDS FOR DENIAL<sup>23</sup>***

### **1. LMHA Grounds for Denial<sup>24</sup>**

LMHA will deny assistance to any Applicant Family, or Household Member thereof, who:<sup>25</sup>

- 1. Does not meet one or more of the eligibility criteria listed in Section 3.A of this Administrative Plan;
- 2. Fails to complete any aspect of the application or lease-up process.
- 3. Is disqualified based on criminal activity:
  - a. The following groups cannot be admitted to the LMHA HCV programs:
    - i. *Lifetime Sex Offenders<sup>26</sup>*
      - 1. LMHA must check for sex offender registration in its own state and in any other state where the family has resided. LMHA uses [www.nsopw.org](http://www.nsopw.org) to conduct this required check for all family members.<sup>27</sup> (nsopw.org is the Dru Sjodin sex offender search)
    - ii. *Any household member has been convicted of manufacturing methamphetamines on the premises of federally assisted housing<sup>28</sup>*
    - iii. *Any household member (who) is currently engaging in illegal use of a drug<sup>29</sup>*

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<sup>23</sup> This section lists grounds for which the LMHA will deny assistance. Owners are also permitted to screen potential Tenant for suitability as described in Section 6.H of this Administrative Plan.

<sup>24</sup> PIH 2015-19, *Guidelines for Public Housing Agencies (PHAs) and Owners of Federally Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions*

<sup>25</sup> For additional information regarding mandatory Public Housing Agency screening of Applicants who are ex-offenders or current abusers of alcohol or illegal drugs, see: Donovan, Shaun and Sandra B. Henriquez, "Letter from the HUD Secretary and Assistant Secretary for Public and Indian Housing to Public Housing Agency Executive Directors," 17 June 2011

<sup>26</sup> 24 CFR 982.553(a)(2)(i)

<sup>27</sup> PIH Notice 2012-28 "State Registered Lifetime Sex Offenders in Federally Assisted Housing"

<sup>28</sup> 24 CFR 982.553(a)(1)(ii)(C)

<sup>29</sup> 24 CFR 982.553(a)(1)(ii)(A)

1. A household member is “currently engaged in” the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.
  2. Additionally, a household member shall be excluded if LMHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.<sup>30</sup>
- iv. *Persons evicted for drug-related criminal activity.*<sup>31</sup>
1. LMHA prohibits admission of an applicant to the PHA's public housing program for three years from the date of the eviction if any household member has been evicted from federally assisted housing for drug-related criminal activity
  2. However, LMHA may admit the household if LMHA determines:
    - a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by LMHA; or
    - b. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- b. LMHA may refuse to admit a family or an individual family member who<sup>32</sup>:
- i. has a history of criminal activity involving crimes of physical violence to persons or property or
  - ii. has a history of other criminal acts which would adversely affect the health, safety or welfare of other tenants.
  - iii. In deciding whether to admit a family or family member based on criminal activity, LMHA will consider a multitude of factors, including the time, nature, and extent of the applicant's conduct (including the seriousness of the offense).<sup>33</sup>
- c. LMHA will consider all circumstances in admission decisions based on criminal activity
- i. LMHA will consider rehabilitation or likelihood of rehabilitation.<sup>34</sup>
  - ii. LMHA will consider evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs.<sup>35</sup>

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<sup>30</sup> 24 CFR 982.553(a)(1)(ii)(B)

<sup>31</sup> 24 CFR 982.553(a)(1)(i)

<sup>32</sup> 24 CFR 982.553(a)(2)(ii)(A)

<sup>33</sup> 24 CFR 982.552(c)(2)(i)

<sup>34</sup> 24 CFR 982.552(c)(2)(iii)

<sup>35</sup> 24 CFR 982.552(c)(2)(i)



- iii. LMHA will make admission decisions with an understanding of the reentry needs of formerly incarcerated individuals and others with criminal histories.<sup>36</sup>
- iv. LMHA will remain cognizant of any possible discriminatory effect that may result from these policies and will not implement any policy that may have any discriminatory effect whatsoever.<sup>37</sup>
- v. LMHA will be as inclusive as possible of individuals with criminal involvement.<sup>38</sup>
- d. LMHA uses self-certification and/or background checks for verification of all criminal activities
  - i. LMHA will not order a criminal background check for any applicant unless the applicant self-certifies to potentially being in one of the prohibited groups listed in section 1. a.
    - 1. With the exception that all adult family member applicants are run through the Dru Sjodin Sex Offender Search upon application.
  - ii. LMHA will pay for all criminal background checks performed as a screening mechanism for public housing admission.<sup>39</sup>
- e. If LMHA orders a criminal background check on an applicant, the following record-keeping policy will apply:<sup>40</sup>
  - i. The information obtained will be kept confidential.
  - ii. Only LMHA employees with a job-related need will have access to any criminal background checks.
  - iii. LMHA will destroy all criminal background checks and sex offender registry checks as soon as the purpose of the check has been served.
- f. Before LMHA denies admission to the Housing Choice Voucher program based on a criminal record, LMHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.<sup>41</sup>

## **2. Restriction on assistance to families based on assets<sup>42</sup>**

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<sup>36</sup> Public Housing Guidebook 7.1

<sup>37</sup> "Implementation of the Office of General Counsel's Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions" HUD Memorandum June 10, 2022.

<sup>38</sup> Id.

<sup>39</sup> 24 CFR 982.553(d)(3)

<sup>40</sup> Public Housing Guidebook 7.1.3

<sup>41</sup> 24 CFR 982.553(d)(1)

<sup>42</sup> These restrictions are also grounds for termination of assistance, as outlined in Chapter 12(D).

1. Effective January 1, 2025, the following are grounds for denial<sup>43</sup>:
  - a. The family's net assets (as defined in § 5.603) exceed \$100,000, which amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or
  - b. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
    - i. Any property for which the family is receiving assistance under [24 CFR 982.620](#); or under the Homeownership Option in [24 CFR part 982](#);
    - ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
    - iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
    - iv. Any family that is offering such property for sale.
  - c. A property will be considered “suitable for occupancy” unless the family demonstrates that it:
    - i. Does not meet the disability-related needs for all members of the family ( *e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
    - ii. Is not sufficient for the size of the family;
    - iii. Is geographically located so as to be a hardship for the family ( *e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by LMHA);
    - iv. Is not safe to reside in because of the physical condition of the property ( *e.g.*, property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
    - v. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.
  - d. Acceptable documentation; confidentiality.
    - i. LMHA may determine the net assets of a family based on a certification by the family that the net family assets (as defined in § 5.603) do not exceed \$50,000, which amount will be adjusted annually in accordance with 238 the Consumer Price Index for Urban Wage Earners and Clerical Workers, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.
    - ii. LMHA may determine compliance with paragraph (1)(b) of this section based on a certification by a family that certifies that such family does not

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<sup>43</sup> 24 CFR 5.618, effective January 1, 2025, , PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”

have any present ownership interest in any real property at the time of the income determination or review.

- iii. When a family asks for or about an exception to the real property restriction because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, LMHA must comply with the confidentiality requirements under § 5.2007. LMHA must accept a self-certification from the family member, and the restrictions on requesting documentation under § 5.2007 apply.
- e. Delay of eviction or termination of assistance.
- i. LMHA may delay for a period of not more than 6 months the initiation of eviction or termination proceedings of a family based on noncompliance under this provision unless it conflicts with other provisions of law

## 4. THE ADMISSIONS PROCESS<sup>1</sup>

### A. *ADMISSIONS PROCESS OVERVIEW*

**Note:** To make application to the Louisville Metro Housing Authority's (LMHA) Housing Choice Voucher (HCV) Program, an individual must be at least 18 years of age or an Emancipated Minor.

The application process involves two phases:

#### 1. **The Pre-Application**

The first phase (known as the pre-application) requires the Applicant Family to complete and return to the LMHA an initial application for housing assistance. This brief form asks the Family to provide limited basic information including name, address, phone number, Family composition and Family unit size, racial and/or ethnic designation of the head of household, and information establishing any preferences to which the Family may be entitled. This first phase results in the Family's placement on the waiting list.

#### 2. **The Full Application**

The second phase (known as the full application) begins when the Applicant Family nears the top of the waiting list, and includes the following steps:

- a. The Applicant Family attends a New Family Orientation;
- b. LMHA staff verifies the Family is eligible for any admissions preference they claimed on their pre-application;
- c. The Family is scheduled for an eligibility appointment;
- d. LMHA staff determines whether or not the Family is eligible for admission to the Housing Authority's HCV Program;
- e. The Family attends an HCV Program briefing (see Section 6);
- f. The Family is issued a Housing Choice Voucher, and begins their search for a dwelling unit to lease (see Section 6);
- g. The Family submits a Request for Tenancy Approval to the LMHA, and the LMHA conducts an inspection to ensure that the dwelling unit is decent, safe, and sanitary (see Section 6);
- h. The Family signs a lease and begins to receive assistance (see Section 6).

### B. *THE PRE-APPLICATION*

#### 1. **Completing the Pre-Application**

Families wishing to apply for the HCV Program will be required to complete a pre-application for housing assistance. Once LMHA's RentCafe system becomes active, Families may utilize the Web Portal on LMHA's website to complete the pre-application or complete a paper pre-application. Paper pre-applications may be obtained at 600 S. 7<sup>th</sup> Street, Louisville, KY 40203 or will be mailed to interested Families upon request. Additionally, a copy of the pre-application can also be downloaded from the Housing Authority's website ([www.lmha1.org](http://www.lmha1.org)).

Completed paper pre-applications must be returned to P. O. Box 189, Louisville, KY 40201-0189.

For paper pre-applications, when LMHA receives the Applicant Family's completed pre-application, the postmark date recorded on the envelope containing the pre-application is used to determine the order in which the Family's name is added to the HCV Program's waiting list. If the postmark date is a business day, that date is used. If the postmark date is not a business day, the date of the next business day is used. If multiple pre-applications are dated the same business day, a randomized, objective method will be used to decide the order in which these Families are added to the waiting list.

For electronic pre-applications, date and time of submission will be used to determine the order in which the Applicant Family is placed on the waitlist.

## **2. Assistance Available to Persons with Disabilities**

Persons with disabilities who require a reasonable accommodation in order to complete a pre-application may contact the LMHA to make special arrangements for assistance.

Any Applicant with a hearing or speech impairment can receive assistance contacting the Housing Authority by dialing 7-1-1 to reach the Kentucky Telephone Relay Service or may contact the LMHA directly by dialing 502-587-0831 to be connected using a Telecommunication Device for the Deaf (TDD).

If an Applicant is visually impaired, all notices can be made available in appropriate alternate formats.

## **3. Reporting Changes to Applicant Information**

While on the waiting list, Applicant Families are required to report changes related to their address, Family composition, or their eligibility for any waiting list preference:

Changes may be reported via Web Portal (once the RentCafe system is active) or by writing:

Attention: Waiting List

Louisville Metro Housing Authority

P.O. Box 189

Louisville, Kentucky 40201-0189

The LMHA prefers that families use the Pre-Application Update Form, which is available at the 600 S 7th Street Office or online at the Housing Authority's website ([www.lmha1.org](http://www.lmha1.org)).

The LMHA will annotate the Family's file and will update their place on the waiting list if appropriate.

## **C. WAITING LIST MANAGEMENT**

### **1. Opening and Closing the Waiting List<sup>2</sup>**

#### **a. Opening the Waiting List**

Opening of the waiting list will be announced via public notice that applications for the HCV Program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and by any available minority

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<sup>2</sup> 24 CFR 982.206, Waiting List: Opening and Closing; Public Notice

media. The public notice will state any limitations to who may apply.

The notice will state that Applicants already on waiting lists for other housing programs must apply separately for this program, and that such Applicants will not lose their place on other waiting lists when they apply for the HCV Program. The notice will include the Fair Housing logo and slogan and otherwise follow HUD Fair Housing requirements.

*b. Closing the Waiting List*

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.

On July 1, 2023, LMHA will close the tenant-based waitlist to Applicant Families, with the exception of all Applicant Families receiving a Preference outlined in 2(b) of this section, Applicant Families referred by Special Referral Programs outlined in Appendix 8, all Applicant Families seeking a Special Purpose Voucher, all Applicant Families seeking a Project Based Voucher, and all Applicant Families applying to the Section 8 Mod Rehab or SRO programs outlined in Appendix 7.

## **2. Waiting List Organization**

*a. Determining Waiting List Placement*

For paper pre-applications, Applicant Families will be added to the waiting list according to the postmark date associated with their completed pre-application. If the postmark date is a business day, that date is used. If the postmark date is not a business day, the date of the next business day is used. If multiple pre-applications are dated the same business day, a randomized, objective method will be used to decide the order in which these Families are added to the waiting list.

For electronic pre-applications, date and time of submission will be used to determine the order in which the Applicant Family is placed on the waiting list.

All Applicants who claim eligibility for at least one preference will be listed before Applicants who do not claim eligibility for any preference.

*b. Preferences<sup>3</sup>*

Consistent with the Housing Authority's Moving to Work (MTW) Annual Plan; the Consolidated Plan that covers the LMHA jurisdiction; and local housing needs and priorities, the Housing Authority will give an admissions preference to Applicant Families that meet at least one of the following criteria:

- i. Applicant Families that successfully completed the Housing Authority's HCV Homeownership Program by becoming economically independent, and who still own and reside in the formerly assisted unit, but who now, through extenuating services, need HCV assistance again.

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<sup>3</sup> 24 CFR 982.202, How Applicants Are Selected: General Requirements and 24 CFR 982.207, Waiting List: Local Preferences in Admission to Program

- ii. Applicant Families that have applied to (and met the admissions criteria for) one of the Housing Authority's Special Referral Programs. Information on applying to these Programs can be found in Appendix 9.
- iii. Public Housing Program Participant Families graduating from the Housing Authority's Special Referral Program with Family Scholar House in good standing. Applicant Family eligibility for this preference must be verified by Family Scholar House.
- iv. Applicant Families referred by the Family Health Centers Common Assessment Team that include an Adult Household Member who is a Homeless veteran. For the purpose of determining eligibility for this preference, the term "veteran" includes anyone who wore the uniform of any of the military forces. It does not include National Guard members who were never called up for service.<sup>4</sup> Families that believe they may qualify for this admissions preference should contact:  
Family Health Centers Common Assessment Team  
1300 S. 4th St., Suite 200  
Louisville, KY 40208  
Phone: (502) 637-2080  
Website: <http://www.fhclouisville.org/health-services/healthcare-for-the-homeless>
- v. Applicant Families referred by the Family Health Centers Common Assessment Team that are currently assisted through the Louisville Metro Continuum of Care including families referred to the Emergency Housing Voucher program. Families that believe they may qualify for this admissions preference should contact:  
Family Health Centers Common Assessment Team  
1300 S. 4th St., Suite 200  
Louisville, KY 40208  
Phone: (502) 637-2080  
Website: <http://www.fhclouisville.org/health-services/healthcare-for-the-homeless>
- vi. Applicant Families purchasing a duplex through the REBOUND Program will be given a preference to the Authority's HCV Homeownership Program. HCV homeownership assistance will be limited to the unit occupied by the homeowner.
- viii. Applicant Families who will reside in the rental unit of a duplex purchased through the REBOUND Program.
- ix. Families who received a Stability Voucher, but are no longer receiving CoC services.
- x. Families who have a term-limited Family Unification Program voucher that has expired and
  - a. Are a Non-Disabled or Elderly Family that has opted into and graduated from FSS or
  - b. Are a Disabled or Elderly Family for which FSS is not a good option.

The LMHA will not deny a local preference, nor otherwise exclude or penalize an Applicant Family, solely because the Family resides in public housing.

c. *Selection from the Waiting List*

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<sup>4</sup> RX: *Housing Veterans*. Report to Mayor Fischer on Ending Veteran Homelessness in Louisville, Kentucky. 5 December 2014.

All admissions preferences will be treated equally. For the purpose of waiting list placement, an Applicant Family that is eligible for more than one preference will be treated the same as a Family with only one preference.

For paper applications, the date the pre-application was postmarked will be utilized to determine the sequence in which preference holders are added to the waiting list. If the postmark date is a business day, that date is used. If the postmark date is not a business day, the date of the next business day is used. If multiple pre-applications are dated the same business day, a randomized, objective method will be used to decide the order in which these Families are added to the waiting list.

For electronic pre-applications, date and time of submission will be used to determine the order in which preference holders are added to the waiting list.

Non-preference holders will be listed on the waiting list after preference holders. If the postmark date is a business day, that date is used. If the postmark date is not a business day, the date of the next business day is used. If multiple pre-applications are dated the same business day, a randomized, objective method will be used to decide the order in which these Families are added to the waiting list.

Notwithstanding the above, if necessary, to meet the statutory requirement that 75% of newly admitted Participant Families in any fiscal year be Extremely Low-Income Families, the LMHA retains the right to skip higher income Applicant Families on the waiting list to reach Extremely Low-Income Families. This measure will be taken only if it appears that the statutory goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor the incomes of newly admitted Participant Families and the incomes of Applicant Families on the waiting list.<sup>5</sup>

If there are not enough Extremely Low-Income Applicant Families on the waiting list, the LMHA will conduct outreach on a non-discriminatory basis to attract these Families.

*d. Removing an Applicant Family from the Waiting List<sup>6</sup>*

The LMHA will not remove an Applicant Family from the waiting list unless:

- i. The person listed as the head of household on the pre-application requests their Family be removed;
- ii. The Applicant Family fails to respond to a written request for information or to a request to declare their continued interest in the HCV Program;
- iii. The Applicant Family misses scheduled appointments (see subsection D (2)); or
- iv. The Applicant Family does not meet either the eligibility or screening criteria for the HCV Program.
- v. The Applicant has been issued a Housing Choice Voucher.

The reason the Family is removed from the waiting list will be documented in the Family's file. Once closed, the file will be retained for three years.

*e. Purging the Waiting List<sup>7</sup>*

The LMHA will purge its waiting list when the Housing Authority determines such action is necessary to ensure that the pool of Applicant Families reasonably represents interested Families.

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<sup>5</sup> 24 CFR 982.201, Eligibility and Targeting

<sup>6</sup> 24 CFR 982.204, Waiting List: Administration of Waiting List

<sup>7</sup> 24 CFR 982.204, Waiting List: Administration of Waiting List and *HCV Program Guidebook*, 4-7



Waiting list purges also enable the LMHA to update information regarding Applicant Family address, Family composition, and preferences.

The purge will consist of the LMHA mailing via first class mail a form to be completed by the Applicant Family and returned to the Housing Authority within a specified number of calendar days. If the envelope is returned as undeliverable or if no response is received from the Family within the specified time frame, the Applicant Family will be removed from the waiting list. If the envelope is returned with a forwarding address on it, the LMHA will mail the form to the new address, with a new deadline for response.

Applicant Families will be advised when they sign up for the waiting list that they need to promptly update the LMHA on all changes to address, Family composition, and eligibility for waiting list preferences.

## ***D. THE FULL APPLICATION***

### **1. The Full Application Process**

When an Applicant Family nears the top of the waiting list, they will be invited to attend a New Family Orientation.

Following the Orientation, LMHA staff will verify the Family's eligibility for any waiting list preference they have claimed. If the LMHA determines that the Family is not eligible for a waiting list preference, they will be placed back on the waiting list behind all Families claiming eligibility for any preference and according to the date the Family's paper pre-application was postmarked. If the postmark date is a business day, that date is used. If the postmark date is not a business day, the date of the next business day is used. For electronic pre-applications, date and time of submission is used.

The LMHA will notify the Family in writing of this determination and give them the opportunity to request an informal review (see subsection F).

Once the Applicant Family has attended the New Family Orientation (and had their waiting list preference verified, if applicable), the Family will be scheduled for an eligibility appointment.

### **2. Missed Appointments**

During the full application process, any Applicant Family that fails to keep a scheduled appointment and does not contact the LMHA before the originally scheduled appointment time to re-schedule, will be sent a notice of denial. The full application process extends from the time the Family is invited to attend a New Family Orientation until the time they sign a lease.

The Applicant Family will be offered the right to an informal review before being removed from the waiting list (see subsection F for additional information on the informal review process).

Scheduled appointments include, but are not limited to, New Family Orientations, eligibility appointments, and briefings.

## ***E. NON-WAITING LIST ADMISSIONS***

### **1. Special Admissions When Assistance Is Targeted by HUD<sup>8</sup>**

Occasionally, the LMHA receives HCV (Section 8) funding from HUD that is targeted for Families living in specified units. In these cases, the LMHA must use the assistance for Families living in these units. If necessary, to meet the HUD requirements associated with this funding, the LMHA may admit Applicant Families that are not on the Housing Authority's waiting list or admit Applicant Families without considering their waiting list position.

The following are examples of types of program funding that may be targeted for a Family living in a specified unit:

- a. A Family displaced because of demolition or disposition of a public housing project;
- b. A Family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;
- c. For housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 *et seq.*):
  - i. A non-purchasing Family residing in a project subject to a homeownership program (under 24 CFR 248.173); or
  - ii. A Family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);
- d. A Family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- e. A non-purchasing Family residing in a HOPE 1 or HOPE 2 project.

### **2. Special Purpose Vouchers**

Occasionally, the LMHA receives an allocation of HCV vouchers from HUD that is targeted to assist Families that meet specified eligibility criteria. Applicants for these vouchers are not selected through the Housing Authority's waiting list, but through a separate selection process determined by HUD.

#### **VASH**

The LMHA currently has HCV vouchers designated to assist homeless veterans. For information on how to apply for these vouchers, see Appendix 7.

Once the Family has begun participation in the VASH Program, a Department of Veterans Affairs Medical Center determination that the Family no longer requires case management is not grounds for termination of assistance. In such cases, the LMHA will offer the Family continued assistance through one of its tenant-based HCV vouchers, in order to free up a VASH voucher for another eligible Family referred by the Department of Veterans Affairs Medical Center. If the Housing Authority has no tenant-based HCV voucher to offer the Family, the Family will retain their VASH voucher until such time as the LMHA has an available tenant-based HCV voucher to offer the Family.<sup>9</sup>

#### **Mainstream**

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<sup>8</sup> 24 CFR 982.203, "Special Admissions (Non-Waiting List): Assistance Targeted by HUD"

<sup>9</sup> 77 FR 17086, *Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-VA Supportive Housing Program*

Louisville Metro Housing Authority will provide a preference through its Mainstream Voucher Program for non-elderly persons with disabilities transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless. Referral partners include The Coalition for the Homeless, Center for Accessible Living, Wellspring, Seven Counties, and St. John Center.

Family Unification Program

LMHA administers the Family Unification Program (FUP) under which housing choice vouchers are provided for two different populations:

1. Families for whom the lack of adequate housing is a primary factor in:
  - a. The imminent placement of the family's child or children in out-of-home care, or
  - b. The delay in the discharge of the child or children to the family from out-of-home care.

There is no time limitation on FUP family vouchers.

2. For a period not to exceed 36 months, otherwise eligible youths who have attained at least 18 years and not more than 24 years of age and who have left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older.

LMHA administers the FUP in partnership with the Kentucky Cabinet for Health and Family Services (CHFS) and the Louisville Continuum of Care (COC). CHFS is responsible for referring FUP families and youths to LMHA for determination of eligibility for rental assistance. Once CHFS makes the referral, LMHA places the FUP applicant on its waiting list, determines whether the family or youth meets HCV program eligibility requirements, and conducts all other processes relating to voucher issuance and administration.

In addition to rental assistance, the COC provides supportive services to FUP youths for the entire 18 months in which the youth participates in the program; examples of the skills targeted by these services include money management skills, job preparation, educational counseling, and proper nutrition and meal preparation.

For participants in LMHA's FUP program who first leased a unit with a FUP voucher after December 27, 2020, there may be continued eligibility (subject to requirements) for two 12 month extensions for a total of 60 months of assistance.

LMHA will inform each participant of the following requirements during the family briefing. For those participants who were issued a voucher prior to publication of FR-6284-N-01 and who leased a unit after 12/27/2020, LMHA will inform them of the availability of extensions. The availability of these extensions do not impact the initial 36 month time period.

Participants in the FUP program will be eligible for an extension if they meet one of the following criteria:

1. <sup>10</sup>A FUP participant who is participating in a Family Self-Sufficiency program is entitled to receive FUP assistance for up to an additional 24 months beyond the initial 36 month time limit.
  - a. To receive this extension, the participant must be in compliance with FSS requirements.
  - b. Families cannot be required to participate in the FSS program, however, only FUP participants that sign an FSS contract of participation will be eligible for an extension under this provision.
  - c. If LMHA is unable to offer an FSS slot during the first 36 months of assistance the youth is considered “unable to enroll” in the program but can have the voucher extended by meeting the education, workforce development, or employment requirements below.
  - d. If an FSS slot is available and offered to a participant before the 36 month mark, then the participant must accept the spot, unless they are subject to an exception below.
  - e. After 36 months, but before 48 months, LMHA must offer an FSS spot, if available, and LMHA must work with the youth to determine whether enrollment in FSS is
    - i. Feasible,
    - ii. In their best interest given any education, workforce development, or employment activities that the youth is engaged in, and
    - iii. Any statutory exceptions that apply as well as remaining time on the FUP voucher
  - f. LMHA may offer an FSS slot to a FUP youth between the 48 month and 60 month mark
2. Extension of Assistance for Youth Engaging in Education, Workforce Development, or Employment Activities
  - a. A youth is eligible for continued assistance if they were unable to enroll in the FSS program during the first 36 months of assistance. A youth is entitled to two, 12 month periods of assistance beyond the original 36 months
  - b. The youth must engage in a least one of the education, workforce development, or employment activities below for at least 9 months of the 12 month period preceding each extension. It is possible for a youth to combine time they were engaged in eligible activities to meet the requirements
  - c. Education Requirements
    - i. The youth is engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent as defined by the Workforce Innovation and Opportunity Act<sup>11</sup>
    - ii. The youth was enrolled in an “institution of higher education” as defined in section 101(a) of the Higher Education Act of 1965 (20 USC 1001(a)) or that meets the definition of “proprietary institution of higher education” or “postsecondary vocation education” under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965
  - d. Workforce Development Requirements

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<sup>10</sup> 87 FR 3570 <https://www.federalregister.gov/documents/2022/01/24/2022-01285/implementation-of-the-fostering-stable-housing-opportunities-amendments>

<sup>11</sup> <https://uscode.house.gov/view.xhtml?path=/prelim@title29/chapter32&edition=prelim>

- i. The youth was participating in a career pathway as defined by Section 3 of the Workforce Innovation and Opportunity Act (29 USC 3102)
  - e. Employment Requirements
    - i. The youth was employed
- 3. Extension of Assistance Exceptions – A FUP youth will be entitled to receive an extension up to 24 months after the 36 month limit if they certify that they meet one of the following:
  - a. The FUP youth is a parent or other household member responsible for the care of a dependent child under the age of 6 or for the care of an incapacitated person.
  - b. The FUP youth is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.
  - c. The FUP youth is a person who is incapable of complying with the requirement to participate in an FSS program or engage in education, workforce development, or employment activities due to a documented medical condition.
  - d. A FUP youth that meets these exceptions must still be offered an opportunity to enroll in FSS and receive any supportive services available to FUP youth.
- 4. Verification of Compliance
  - a. Because FUP vouchers are ordinarily limited to 36 months, LMHA will only conduct an annual re-examination at the end of the 36 month and 48 month time period if the youth meets one of the statutory conditions allowing for the extension.
  - b. The failure of the youth to meet the requirements is not grounds for termination of assistance in progress but will impact the ability of the youth to receive a subsequent extension.
  - c. The youth does not have to meet the same condition for an extension in order to receive a second 12 month extension. The youth must be given an opportunity to show a different qualifying condition if the original condition is no longer valid.
  - d. LMHA will conduct the following to verify compliance,
    - i. Verification of Compliance for Youth Participating in a Family Self-Sufficiency Program
      - 1. LMHA will examine its records to confirm, or obtain verification from the FSS staff, that the FUP participant is in compliance with the FSS program requirements and has not been terminated from the FSS program
    - ii. Verification of Compliance for Youth Who Engage in Education, Workforce Development, or Employment Activities or Who Meet One of the Statutory Exceptions
      - 1. To verify education, workforce development, or employment activities LMHA will provide the FUP youth written notice that they may receive an extension if they meet one of the conditions and providing the youth with information on how to demonstrate meeting the conditions.
      - 2. The notification will be provided sufficiently in advance to allow compliance.
      - 3. The youth must demonstrate that they were engaged in one of the qualifying activities for 9 months out of the preceding 12 month period. The youth has to meet the 9 month requirement before the end

of the period of assistance but does not have to have it done before the certification. This is the only certification the youth must provide.

4. LMHA will then conduct the proper reexamination.
  5. For exceptions under paragraph 3 of this section, a participant must submit certification that they meet an exception provided in that section.
5. Grievance procedure
    - a. If a participant's assistance is terminated, prior to termination the FUP youth must be provided the opportunity to request an informal hearing in line with the grievance procedure in this plan.
  6. Supportive Services
    - a. LMHA will provide FUP youth of the FUP supportive services available to them, as well as the existence of any other programs or services, and their eligibility for such programs and services as part of the family briefing.
    - b. LMHA will make FUP youth eligible for all supportive services made available by or through LMHA in connection with any housing program of LMHA. The youth must still qualify according to the requirements of each service, however.

### **3. The Single Room Occupancy (SRO) Program**

Through HUD's Single Room Occupancy (SRO) Program, the LMHA provides Section 8 rental assistance for homeless individuals. Individuals assisted under the SRO Program are not selected through the Housing Authority's HCV Program waiting list. Instead, they must apply directly to the designated housing development receiving assistance. For information on how to apply for assistance through the SRO Program, see Appendix 9.

Moving out of an SRO-assisted unit is not grounds for termination of assistance. LMHA will offer lease-compliant Families continued assistance through the use of a tenant-based HCV voucher, should the LMHA have a voucher available at the time of the Family's move.

## ***F. INFORMAL REVIEW<sup>12</sup>***

### **1. Notification of Removal from Waiting List or Denial of Assistance**

Any Applicant Family that is being removed from the waiting list or that is being denied assistance because they do not meet the admissions criteria for the Housing Authority's HCV Program will be notified by the LMHA, in writing, that they have 10 calendar days from the date of the written correspondence, to request an informal review in writing or to present documentation demonstrating that the Housing Authority's reason for removing them from the waiting list or for denying them assistance is invalid.

The notification letter will contain a brief statement of the reason(s) for the decision, describe how the Applicant may obtain an informal review, and also indicate that the Applicant Family will be removed from the waiting list if they fail to respond within the timeframe specified.

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<sup>12</sup> 24 CFR 982.554, Informal Review for Applicant

If the LMHA denies admission to the Housing Authority's HCV Program on the basis of a criminal record, the LMHA will provide the person with the criminal record (i.e., the Family member) and the Applicant head of household with a copy of the criminal record.

The LMHA's system of removing Applicant Families 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 (as verified by the LMHA), the Housing Authority will provide a reasonable accommodation. For additional information on the reasonable accommodation process, see Section 2(B).

## **2. Informal Review Process**

- a. The review will be conducted by any person or persons designated by the LMHA other than the person who made or approved the decision under review or a subordinate of this person.
- b. The review may be conducted via mail, electronic mail, telephone, and video call, as appropriate<sup>13</sup>.
- c. The Applicant Family will be given an opportunity to present written or oral objections to the LMHA decision.
- d. The LMHA will notify the Applicant in writing of the Housing Authority decision after the informal review. The notification will include a brief statement of the reasons for the final decision.

## **3. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status<sup>14</sup>**

### *a. Request for Informal Review*

The Applicant Family may request that the LMHA conduct an informal review after the Family has received notification of the Immigration and Naturalization Service (INS) decision on appeal, or in lieu of request of appeal to the Service. The 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 Service appeal decision.

### *b. Hearing Before an Impartial Individual*

The Applicant Family will be provided an informal review before any person(s) designated by the LMHA (including an officer or employee of the Housing Authority), other than a person who made or approved the decision under review or a person who is a subordinate of the person who made or approved the decision.

### *c. Examination of Evidence*

The Applicant Family shall be provided the opportunity to examine and copy at the Family's expense, at a reasonable time in advance of the review, any documents in the possession of the LMHA pertaining to the Family's eligibility status, or in the possession of the INS (as permitted by INS requirements), including any records and regulations that may be relevant to the review.

### *d. Presentation of Evidence and Arguments in Support of Eligible Status*

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<sup>13</sup> PIH HUD notice 2020-32, "Guidance for PHAs on the Allowability of Remote Hearings and Remote Briefings

<sup>14</sup> 24 CFR 5.514, Delay, Denial, Reduction, or Termination of Assistance

The Applicant Family will be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

*e. Controverting Evidence*

The Applicant Family will be provided the opportunity to controvert evidence relied upon by the LMHA and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority relies.

*f. Representation*

The Applicant Family is entitled to be represented by an attorney, or other designee, at the Family's expense, and to have such person make statements on the Family's behalf.

*g. Interpretive Services*

The Applicant Family is entitled to arrange for an interpreter to attend the review, at the expense of the Family or at the expense of the LMHA, as may be agreed upon by the two parties to the proceeding.

*h. Hearing to Be Recorded*

The Applicant Family is entitled to have the review recorded by audiotape.

*i. Hearing Decision*

The LMHA will provide the Applicant Family with a written final decision, based solely on the facts presented at the review, within 14 days of the date of the informal review. The decision shall state the basis for the decision.

*j. Retention of Documents*

The LMHA will retain for a minimum of five years the following documents that may have been submitted to the Housing Authority by the Family, or provided to the LMHA as part of the INS appeal or the informal review process:

- i. The application for financial assistance;
- ii. Photocopies of any original documents (front and back), including original INS documents;
- iii. The signed verification consent form;
- iv. The INS verification results;
- v. The request for an INS appeal;
- vi. The final INS determination;
- vii. The request for an informal review; and
- viii. The final informal review decision.

*k. Judicial Relief*

A decision against an Applicant Family member does not preclude the Family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

**4. When an Informal Review Is Not Required**

The LMHA will not provide the Applicant Family an opportunity for an informal review for any of the following reasons:

- a. Discretionary administrative determinations by the LMHA;



- b. General policy issues or class grievances;
- c. A determination of the Family unit size under the LMHA subsidy standards;
- d. An LMHA determination not to approve an extension or suspension of a Housing Choice Voucher term;
- e. An LMHA determination not to grant approval to lease a unit under the Program or to approve a proposed lease;
- f. An LMHA determination that a unit selected by the Applicant Family is not in compliance with the Housing Authority's criteria for decent, safe, and sanitary housing; or
- g. An LMHA determination that the unit is not in accordance with the Housing Authority's criteria for decent, safe, and sanitary housing because of Family size or composition.

## **5. DETERMINING ANNUAL INCOME (THROUGH DECEMBER 31, 2023)**

### **A. *DEFINITION OF ANNUAL INCOME*<sup>1</sup>**

Annual Income includes all amounts, monetary or not, which:

1. Go to (or on behalf of) the Family Head of Household, Co-Head, or spouse (even if temporarily absent) or to any other Family Member; or
2. Are anticipated to be received from a source outside the Family during the 12-month period following admission or Re-Examination effective date; and
3. Are not specifically excluded from Annual Income by federal regulation.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any Family Member has access.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Louisville Metro Housing Authority (LMHA) believes that past income is the best available indicator of expected future income, the Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.<sup>2</sup>

### **B. *ITEMS INCLUDED IN ANNUAL INCOME***

Annual Income includes, but is not limited to, the amounts specified in federal regulations:<sup>3</sup>

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, Annual Income includes the greater of the actual income derived from all Net Family Assets

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<sup>1</sup> 24 CFR 5.609(a), "Annual Income"; 24 CFR 5.609(d), "Annualization of Income"

<sup>2</sup> 24 CFR 5.609(d), "Annualization of Income"

<sup>3</sup> 24 CFR 5.609(b), "Annual Income Includes But Is Not Limited To"

or a percentage of the value of such Assets, which is equal to 0.00%.<sup>4</sup> Income that could have been derived from Assets worth more than \$1,000 that were disposed of for less than fair market value within the past two years will be counted as income;

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. LMHA will provide a \$7,500 earned income disregard to elderly families whose only other source of income is Social Security, SSI, or pension(s).<sup>4</sup>. (However, deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.);
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (However, lump sum additions such as insurance payments from worker's compensation are excluded.);
6. Assistance Payments made under the Temporary Assistance for Needy Families Program
  - a. These payments are included in Annual Income only to the extent that such payments:
    - i. Qualify as Assistance (see Glossary) under the Temporary Assistance for Needy Families Program; and
    - ii. Are not otherwise excluded under Section 5.C of this Administrative Plan.
- 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;
7. Imputed Welfare Income<sup>5</sup>
  - a. A Family's Annual Income includes the amount of Imputed Welfare Income (because of a Specified Welfare Benefit Reduction resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the LMHA by the welfare agency), plus the total amount of other Annual Income.
  - b. At the request of the LMHA, the welfare agency will inform the Housing Authority in

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<sup>4</sup> LMHA has established this rate at 0.00% in accordance with HUD safe harbor guidelines published in PIH Notice 2012-29, "Establishing the Passbook Savings Rate." This percentage must fall within the range equal to the National Savings Rate for Non-Jumbo Deposits plus or minus 0.75% (The National Savings Rate was 0.46% as of March 8, 2024). The current National Savings Rate can be found at [www.fdic.gov/regulations/resources/rates/](http://www.fdic.gov/regulations/resources/rates/). The LMHA reviews the rate it uses to calculate asset income annually to ensure that it remains within HUD safe harbor guidelines. The

<sup>5</sup> 24 CFR 5.615, "Public Housing Program and Section 8 Tenant-Based Assistance Program: How Welfare Benefit Reduction Affects Family Income"

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 LMHA of any subsequent changes in the term or amount of such Specified Welfare Benefit Reduction. The Housing Authority will use this information to determine the amount of Imputed Welfare Income for a Family.

- c. A Family's Annual Income includes Imputed Welfare Income, as determined at an Interim or Regularly Scheduled Re-Examination of Family income and composition, during the term of the Welfare Benefit Reduction (as specified in information provided to the LMHA by the welfare agency).
- d. 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.
- e. The LMHA will not include Imputed Welfare Income in Annual Income if the Family was not an assisted resident at the time of sanction.
- f. If a Family is not satisfied that the LMHA has calculated the amount of Imputed Welfare Income in accordance with HUD requirements, and if the Housing Authority denies the Family's request to modify such amount, then the LMHA will give the resident written notice of such denial, with a brief explanation of the basis for the Housing Authority's determination of the amount of Imputed Welfare Income. The LMHA's notice will also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with the Housing Authority's informal hearing policy (see Section 16 of this Administrative Plan).
- g. The LMHA will ask welfare agencies to inform it of any Specified Welfare Benefit 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 Benefit Reduction. If the welfare agency determines a Specified Welfare Benefit Reduction for a Family Member and gives the Housing Authority written notice of such Reduction, the Family's Annual Incomes will include the Imputed Welfare Income because of the Specified Welfare Benefit Reduction.
- h. The LMHA 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 Benefit Reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the Housing Authority. However, the LMHA 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 informal review or informal hearing on such welfare agency determinations.
- i. 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 LMHA will rely on the welfare agency notice to the Housing

Authority of the welfare agency's determination of a Specified Welfare Benefit Reduction;

8. 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;
9. 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.);
10. Although Public Housing Agencies are typically required to include financial assistance in excess of amounts received for Tuition and Fees in Annual Income (as described below) unless the individual is over the age of 23 with Dependent children, the LMHA has received HUD approval, through the Moving to Work Program, to exclude this type of financial assistance from the Income calculation regardless of the age of the individual and regardless of whether or not the individual has Dependent children.<sup>6</sup>

Any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges [Tuition and Fees] under the Higher Education Act of 1965, from private sources, or an institution of higher education,<sup>7</sup> will not be considered income to that individual if the individual is over the age of 23 with Dependent children; and

11. If a Family purchases a home using the HCV Homeownership option, the value of this asset will be excluded from the income calculation for the first ten years of ownership from the closing date. For all Re-Examinations occurring after ten years of ownership, the value of the asset will 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 city, town, or village 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 Family's most recent property tax bill. If a market value tax assessment is not available, then the LMHA 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, the LMHA will first try to verify the current payoff amount of the loan(s) included on the Family's monthly mortgage statement. If the payoff amount is not available, the Housing Authority may deduct the loan balance from the market value and document the file as to the method used.<sup>8</sup>

### ***C. ITEMS EXCLUDED FROM ANNUAL INCOME***

As specified in federal regulations,<sup>9</sup> Annual Income does not include the following amounts:

1. Income from employment of children (including Foster Children) under the age of 18 years;

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<sup>6</sup> MTW Activity #2020-1, "Rent Simplification"

<sup>7</sup> As defined under the Higher Education Act of 1965 (20 U.S.C. 1002)

<sup>8</sup> PIH 2012-3, "Housing Choice Voucher – Homeownership Option 10 Year Asset Exclusion"

<sup>9</sup> 24 CFR 5.609(c), "Annual Income Does Not Include the Following"; 79 FR 28938, "Federally Mandated Exclusions from Income – Updated Listing" (May 12, 2014)

2. Payments received for the care of Foster Children or Foster Adults (usually Persons with Disabilities, unrelated to the Participant Family, who are unable to live alone) or payments made under kinship, Kin-GAP, or similar state guardianship care programs;<sup>10</sup>
3. 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;
4. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of Medical Expenses for any Family Member;
5. Income of a Live-In Aide;
6. Special pay to a Family Member serving in the Armed Forces who is exposed to hostile fire;
7. Amounts received under training programs funded by HUD;
8. 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);
9. Amounts received by a Participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
10. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the LMHA or Owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the Housing Authority's governing board. No resident may receive more than one such stipend during the same period of time;
11. Incremental earnings and benefits resulting to any Family Member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a Family Member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the Family Member participates in the employment training program;
12. Temporary, nonrecurring, or sporadic income (including gifts). Under this exclusion, LMHA will exclude 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<sup>11</sup>;
13. 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;
14. All but \$480 in earnings for each Full-Time Student 18 years old or older (excluding the Head of Household and spouse);
15. All but \$480 in adoption assistance payments per adopted child;
16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
17. 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;
18. Amounts paid by a state agency to a Family Member who has a developmental disability and

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<sup>10</sup> PIH 2012-1, "Income Exclusion of Kinship, Kin-GAP and Other Guardianship Care Payments"

<sup>11</sup> 24 CFR 5.609(c)(9)

is living at home to offset the cost of services and equipment needed to keep the developmentally disabled Family Member at home;

19. The value of the allotment provided to an eligible Household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
20. Payments to volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
21. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
22. Income derived from certain sub marginal land of the U.S. that is held in trust for certain Indian tribes (25 U.S.C. 459e);
23. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
24. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
25. The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian 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 trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
26. 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);
27. Although Public Housing Agencies are typically required to include financial assistance in excess of amounts received for Tuition and Fees in Annual Income (as described below) unless the individual is over the age of 23 with Dependent children, the LMHA has received HUD approval, through the Moving to Work Program, to exclude this type of financial assistance from the Income calculation regardless of the age of the individual and regardless of whether or not the individual has Dependent children:<sup>12</sup>  
Any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges [Tuition and Fees] under the Higher Education Act of 1965, from private sources, or an institution of higher education,<sup>13</sup> will not be considered income to that individual if the individual is over the age of 23 with Dependent children;
28. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(g));
29. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
30. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);
31. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

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<sup>12</sup> MTW Activity #2020-1, "Rent Simplification"

<sup>13</sup> As defined under the Higher Education Act of 1965 (20 U.S.C. 1002)

32. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 for programs administered under the U.S. Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
33. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
34. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
35. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
36. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
37. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).
38. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) 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);
39. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
40. 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));
41. 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; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;
42. 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.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), 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);
43. 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));
44. 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));
45. The entire amount of an individual’s ABLE account including actual and imputed interest as well as distributions<sup>14</sup>;

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<sup>14</sup> PIH Notice 2019-09. “Treatment of ABLE Accounts to HUD-Assisted Programs”



46. 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)); and
47. For the purpose of determining income eligibility only, verified, on-going Child Care Expenses for Families where the Head of Household, Co-Head, or spouse has a demonstrated work history (full or part-time) for the entire year;<sup>15</sup> and
48. The first \$7,500 of earned income received by an Elderly Family whose only other sources of income (in addition to earnings from employment) is Social Security, SSI, or pension(s).;<sup>16</sup> and

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49. Payments of up to \$6,000 annually for families participating in the YALift! Guaranteed income pilot program<sup>17</sup>.

#### ***D. DEDUCTIONS FROM ANNUAL INCOME***

In determining Adjusted Annual Income, the LMHA will deduct the following amounts from Annual Income:<sup>18</sup>

1. \$480 for each Dependent;
2. \$400 for any Elderly Family or Disabled Family;<sup>19</sup>
3. An amount equal to the Medicare monthly premium multiplied by 12 and adjusted annually for inflation (See Appendix 6) for any Elderly Family or Disabled Family ,<sup>20</sup> or the sum of the following<sup>19</sup>:
  - a. Unreimbursed Medical Expenses of any Elderly Family or Disabled Family; and
  - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses [Disability Assistance Expenses] for each Family Member who is a Person with Disabilities, to the extent necessary to enable any Family Member (including the Member who is a Person with Disabilities) to be employed. This deduction may not exceed the earned income received by Family Members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus;<sup>21</sup> and
4. Any reasonable Child Care Expenses for children age 12 and younger (Age is determined at admission or as of the Re-Examination effective date) necessary to enable a Family Member 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.<sup>22</sup>

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<sup>15</sup> MTW Activity #2011-11, "Housing Choice Voucher Child Care Deductions Policy"

<sup>16</sup> MTW Activity #2020-1, "Rent Simplification"

<sup>17</sup> MTW Activity #2020-1 "Rent Simplification"

<sup>18</sup> 24 CFR 5.611, "Adjusted Income"

<sup>19</sup> Pending final HOTMA approval; deduction will be \$525 and 10% of annual income.

<sup>20</sup> MTW Activity #2020-1, "Rent Simplification"

<sup>21</sup> MTW Activity #2020-1, "Rent Simplification"

<sup>22</sup> MTW Activity #2011-1, Housing Choice Voucher Childcare Deductions Policy

## **5. DETERMINING ANNUAL INCOME<sup>105</sup> (BEGINNING JANUARY 1, 2025)**

### ***A. DEFINITION OF ANNUAL INCOME***

(a) Annual income includes, with respect to the family:

(1) All amounts, not specifically excluded, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

(2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.<sup>106</sup>

### ***B. LMHA EXCLUDES THE FOLLOWING FROM ANNUAL INCOME***

(1) Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and instances when no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets:

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of Health and Medical Care Expenses for a minor.

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<sup>105</sup> CFR 5.609, to be modified January 1, 2025, , PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”

<sup>106</sup> LMHA has established this rate at 0.00% in accordance with HUD safe harbor guidelines published in PIH Notice 2012-29, “Establishing the Passbook Savings Rate.” This percentage must fall within the range equal to the National Savings Rate for Non-Jumbo Deposits plus or minus 0.75% (The National Savings Rate was 0.46% as of March 8, 2024). The current National Savings Rate can be found at [www.fdic.gov/regulations/resources/rates/](http://www.fdic.gov/regulations/resources/rates/). The LMHA reviews the rate it uses to calculate asset income annually to ensure that it remains within HUD safe harbor guidelines.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust EXCEPT: any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a Live-in Aide, Foster Child, or Foster Adult

(9) Student Financial Assistance

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended ([20 U.S.C. 1087uu](#)), requires be excluded from a family's income; and

(ii) Student Financial Assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 ([20 U.S.C. 1002](#))) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student Financial Assistance, means a grant or scholarship received from:

( 1) The Federal government;

( 2) A State, Tribe, or local government;

( 3) A private foundation registered as a nonprofit under [26 U.S.C. 501\(c\)\(3\)](#);

( 4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

( 5) An institution of higher education.

(B) EXCEPTION: The following are not excluded from Annual Income

( 1) Any assistance that is not required to be excluded by section 479B of the Higher Education Act of 1965;

( 2) Financial support provided to the student in the form of a fee for services performed ( *e.g.*, a work study or teaching fellowship that is not excluded);

( 3) Gifts, including gifts from family or friends; or

( 4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded above, exceeds the actual covered costs of the student.

(a)The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described above.

(C) Student Financial Assistance, must be:

( 1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

( 2) Expressly to assist a student with the costs of higher education; or

( 3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student Financial Assistance may be paid directly to the student or to the educational institution on the student's behalf. Student Financial Assistance paid to the student must be verified by LMHA as Student Financial Assistance consistent with this paragraph.

(E) When the student is also receiving assistance that is not excluded from Annual Income, the amount of Student Financial Assistance is determined as follows<sup>107</sup>:

( 1) If the amount of assistance is B(9),is equal to or exceeds the cost for tuition, books, and supplies (including supplies and equipment to support students with learning

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<sup>107</sup> MTW Activity 2020-1 “Rent Simplification”- , LMHA disregards financial aid exceeding amounts received for tuition and fees for all adult full-time students.

disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, none of the assistance described is considered Student Financial Assistance excluded from income.

( 2) If the amount of assistance in B(9), is less than the cost for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, the amount of assistance that is considered student financial assistance excluded under this paragraph is the lower of:

( i) the total amount of Student Financial Assistance received, or

( ii) the cost for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12) The following other assistance:

(i) 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);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred ( *e.g.*, special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with

clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) 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.

(14) Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under [38 U.S.C. 1521](#) to veterans in need of regular aid and attendance.

(18) 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.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party ( *e.g.*, proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth of this section apply. NOTE: HUD will publish a notice in the **Federal Register** to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing “gap” payments made in accordance with [49 CFR part 24](#) that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family.

EXCEPTION: Income received as an Independent Contractor, Day Laborer, or Seasonal Worker is not excluded from income, even if the source, date, or amount of the income varies.

Nonrecurring income includes:

- (i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
- (ii) Direct Federal or State payments intended for economic stimulus or recovery.
- (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
- (iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
- (v) Gifts for holidays, birthdays, or other significant life events or milestones ( *e.g.*, wedding gifts, baby showers, anniversaries).
- (vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- (vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business;

EXCEPTION, the following is not excluded from Annual Income:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be 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; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(29) The first \$7,500 of earned income received by an Elderly Family whose only other sources of income (in addition to earnings from employment) is Social Security, SSI, or pension(s);<sup>108</sup> and

(30) Payments of up to \$6,000 annually for families participating in the YALift! Guaranteed income pilot program<sup>109</sup>.

### ***C. Use of other programs' determination of income***

(1) LMHA may, using outlined verification methods, determine the family's income prior to the application of any deductions based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:

(A) The Temporary Assistance for Needy Families block grant ([42 U.S.C. 601](#), *et seq.*).

(B) Medicaid ([42 U.S.C. 1396](#) *et seq.*).

(C) The Supplemental Nutrition Assistance Program ([42 U.S.C. 2011](#) *et seq.*).

(D) The Earned Income Tax Credit ([26 U.S.C. 32](#)).

(E) The Low-Income Housing Credit ([26 U.S.C. 42](#)).

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<sup>108</sup> MTW Activity #2020-1, "Rent Simplification"

<sup>109</sup> MTW Activity #2020-1 "Rent Simplification"



(F) The Special Supplemental Nutrition Program for Woman, Infants, and Children ([42 U.S.C. 1786](#)).

(G) Supplemental Security Income ([42 U.S.C. 1381](#) *et seq.*).

(H) Other programs administered by the Secretary.

(I) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.

(J) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through the **Federal Register** .

(i) If LMHA intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance, LMHA must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, LMHA must calculate annual income in accordance with [24 CFR part 5, subpart F](#). The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.

(2) *De minimis errors*. LMHA will not be considered out of compliance with the requirements solely due to de minimis errors in calculating family income. A de minimis error is an error where the public housing authority or owner determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

(i) LMHA must still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of the de minimis error in the income determination, but families will not be required to repay LMHA in instances where LMHA has miscalculated income resulting in a family being undercharged for rent or family share.

(ii) HUD may revise the amount of de minimis error through a rulemaking published in the **Federal Register** for public comment

#### **D. DEDUCTIONS FROM ANNUAL INCOME<sup>110</sup>**

*Adjusted income* means annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

LMHA will deduct the following from Annual Income:

(a) *Mandatory deductions.*

(1) \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;

(2) \$525 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;

(3) An amount equal to the Medicare monthly premium multiplied by 12 and adjusted annually for inflation (See Appendix 6) for any Elderly Family or Disabled Family,<sup>111</sup> or the following calculation, whichever is greater:

The sum of the following, to the extent the sum exceeds ten percent of annual income:

(i) Unreimbursed health and medical care expenses of any elderly family or disabled family; and

(ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and

(4) Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

(b) *Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses.*

(1) *Phased-in relief.* This paragraph provides financial hardship relief for families affected by the statutory increase in the threshold to receive health and medical care expense and reasonable attendant care and auxiliary apparatus expense deductions from annual income.

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<sup>110</sup> CFR 5.611

<sup>111</sup> MTW Activity #2020-1, "Rent Simplification"

(i) *Eligibility for relief.*

(A) To receive hardship relief under this paragraph (c)(1), the family must have received a deduction from annual income because their sum of expenses under paragraph (a)(3) of this section exceeded 3 percent of annual income as of January 1, 2025.

(ii) *Form of relief.*

(A) The family will receive a deduction totaling the sum of the expenses under paragraph (a)(3) of this section that exceed 5 percent of annual income.

(B) Twelve months after the relief in this paragraph (b)(1)(ii) is provided, the family must receive a deduction totaling the sum of expenses under paragraph (a)(3) of this section that exceed 7.5 percent of annual income.

(C) Twenty-four months after the relief in this paragraph (b)(1)(ii) is provided, the family must receive a deduction totaling the sum of expenses under paragraph (a)(3) of this section that exceed ten percent of annual income and the only remaining relief that may be available to the family will be paragraph (c)(1) of this section.

(D) A family may request hardship relief under paragraph (b)(2) of this section prior to the end of the twenty-four-month transition period. If a family making such a request is determined eligible for hardship relief under paragraph (b)(2) of this section, hardship relief under this paragraph ends and the family's hardship relief shall be administered in accordance with paragraph (b)(2) of this section. Once a family chooses to obtain relief under paragraph (b)(2) of this section, a family may no longer receive relief under this paragraph.

(2) *General.* This paragraph (b)(2) provides financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing a financial hardship.

(i) *Eligibility for relief.*

(A) To receive hardship relief under this paragraph (b)(2), a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased or the family's financial hardship is a result of a change in circumstances (as defined by the responsible entity) that would not otherwise trigger an interim reexamination.

(B) Relief under this paragraph (b)(2) is available regardless of whether the family previously received deductions under paragraph (a)(3) of this section, is currently receiving relief under paragraph (b)(1) of this section, or previously received relief under paragraph (b)(1) of this section.

(ii) *Form and duration of relief.*

(A) The family will receive a deduction for the sum of the eligible expenses in paragraph (a)(3) of this section that exceed 5 percent of annual income.

(B) The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, responsible entities may, at their discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues.

*(c) Exemption to continue child care expense deduction.*

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the child care expense deduction under paragraph (a)(4) of this section. LMHA must recalculate the family's adjusted income and continue the child care deduction if the family demonstrates to the responsible entity's satisfaction that the family is unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering his or her education. The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days. LMHA, at its discretion, may extend such hardship exemptions for additional 90-day periods based on family circumstances.

*(d) Hardship policy requirements.*

*(1) Responsible entity determination of family's inability to pay the rent.*

(i) LMHA defines a hardship under paragraphs (b) and (c) as an inability to pay for basic needs.

(ii) LMHA will determine the family's inability to pay rent for purposes of determining eligibility for a hardship exemption under paragraph (c) by self-attestation.

*(2) Family notification.* LMHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from the hardship exemption. The notice must also inform the family of when the hardship exemption will begin and expire ( *i.e.*, the time periods specified under paragraph (b)(1)(ii) of this section or within 90 days or at such time as the responsibility entity determines the exemption is no longer necessary in accordance with paragraphs (b)(2)(ii)(B) or (c) of this section).

## 6. LEASING A UNIT<sup>112</sup>

### A. *DETERMINING THE SUBSIDY STANDARD*<sup>113</sup>

The Louisville Metro Housing Authority (LMHA) will issue a Housing Choice Voucher (HCV) for a particular bedroom size; the bedroom size is a factor in determining the Family's level of assistance. The following guidelines will determine the Family Unit Size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two persons.

1. In determining bedroom size, the LMHA will include:
  - a. Children currently under a 50% or more joint custody decree or children for whom a Household Member is listed as the primary residential parent on a joint custody decree;
    - i. If there is a dispute over which of multiple joint custodians may count the child towards occupancy standards:
      1. The Family under whom the child's SSN is already listed in HUD's PIC system will continue to count the child in bedroom size calculation.
      2. If no joint custodian has already listed the child as a Family member in PIC, the child will be listed on the lease and count for occupancy standards for the Family whose address is listed with the local school system as the residence for the child.
      3. If a determination cannot be made on these factors, LMHA will use its discretion in determining which joint custodian may count the child towards occupancy standards.
  - b. Children who are temporarily in foster care.

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<sup>113</sup> 24 CFR 982.401(d)(2)(ii), "Housing Quality Standards (HQS): Space and Security: Acceptability Criteria"; 24 CFR 982.402, "Subsidy Standards"

2. A Family that consists of a pregnant person (and no other persons) will be treated as a two-person Family.
3. Sleeping arrangements within the unit are determined by the Family. The following guidelines will be used solely to establish the number of bedrooms for which the Family is eligible to receive subsidy:
  - a. In general, each two Household Members are eligible for no more than the subsidy provided for one-bedroom increment;
  - b. Each two Household Members are eligible for no more than the subsidy provided for one-bedroom increment unless they share one of the following relationships: parent/child, grandparent/grandchild, or siblings of different gender identities;
    - a. Gender Identity is defined in 24 CFR 5.100 and can be found in the Glossary of this document.
  - c. Each two Minors of the same gender identity, regardless of age, are eligible for no more than one-bedroom increment;
  - d. Minors of a differing gender identity are eligible for separate bedroom increments;
  - e. Foster Children and Foster Adults will be treated in the same manner as Family Members;
  - f. No more than one person may live in a zero-bedroom unit; and
  - g. Each Live-In Aide is eligible for one, separate bedroom increment.
    - a. LMHA does not provide additional bedroom increments for members of the Live-In Aide's family.
4. The LMHA will grant an exception to normal Subsidy Standards by providing a Housing Choice Voucher for a larger Family Unit Size only as a Reasonable Accommodation for a Household Member with a disability (See Section 2.B of this Plan for more information about Reasonable Accommodation.).
5. The Family Unit Size will be determined by the LMHA in accordance with the above guidelines, and the Family Unit Size will determine the maximum rent subsidy for the Family.
  - a. The Family may select a unit that is larger or smaller than the Family Unit Size, provided there is at least one bedroom for each two persons.
    - i. If the Family selects a smaller unit, the Payment Standard for the smaller size will be used to calculate the subsidy.
    - ii. If the Family selects a larger size, the Payment Standard for the Family Unit Size will determine the maximum subsidy.
6. Pending approval of the FY 2025 MTW Annual Plan:

Tenant-based Section 8 vouchers with a two-bedroom payment standard will be given to resident Families who:

- 1) are otherwise qualified for 1 Bedroom Public Housing units AND
- 2) are relocated from Dosker Manor, Parkway Place, or Avenue Plaza AND
- 3) receive a tenant-based voucher as part of the relocation plan.

## ***B. BRIEFING<sup>1</sup>***

### **1. Overview**

At the time the LMHA is ready to issue a Housing Choice Voucher to the Family, the Family will be invited to attend a briefing explaining how the HCV Program works. Briefings may be conducted telephonically, via video-teleconferencing, or through other virtual platforms absent a request by a party for an in-person briefing.<sup>2</sup> In order to receive a Housing Choice Voucher, the Head of Household must attend a briefing. If the Head of Household cannot attend the originally scheduled briefing, they may request to attend a later session. If they fail to attend the later session, the Family will be denied admission.

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LMHA may waive the requirement to conduct an oral briefing for voucher families and, as an alternative, will conduct the briefing by other means such as a webcast, video call, or expanded information packet. LMHA will ensure that the method of communication for the briefing ensures meaningful access for all invited attendees. This waiver applies to all voucher programs. The briefing will cover at least the following subjects:

- a. A description of how the HCV Program works;
- b. Family and Owner responsibilities;
- c. Types of eligible and ineligible housing;
- d. Where the Family may rent a unit, including inside and outside of the Housing Authority's Jurisdiction;
- e. For Families qualified to lease a unit outside the Housing Authority's Jurisdiction under Portability, an explanation of how Portability works;
- f. An explanation of the advantages of living in an area that does not have a high concentration of poor families;
- 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 HCV Homeownership Program; and
- i. An explanation of information contained in the HCV Program briefing packet.

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<sup>1</sup> 24 CFR 982.301(a), "PHA Briefing of Family"

<sup>2</sup> PIH Notice 2020-32 "Guidance for PHAs on the Allowability of Remote Hearings and Remote Briefings"

## **2. Briefing Packet<sup>3</sup>**

During the briefing, the LMHA 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 Suspensions of the term;
- b. How the LMHA determines the Housing Assistance Payment and Total Tenant Payment for the Family;
- c. How the LMHA determines the maximum rent for an assisted unit;
- d. Information on the Payment Standard, Exception Payment Standard Rent Areas, and the Utility Allowance schedule;
- 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 and a list of names, addresses, and phone numbers of contact persons at neighboring housing authorities;
- f. The HUD-required Tenancy Addendum (see Appendix 3.E) that must be included in the Lease;
- g. The Request for Tenancy Approval form (HUD-52517) and an explanation of how to request LMHA approval of a unit;
- h. A statement of the Housing Authority's policy on providing information to prospective Owners;
- i. A description of the Housing Authority's Subsidy Standards, including a notice that if the Household includes a person with a disability, the Family may request an Exception Payment Standard Amount as a Reasonable Accommodation (see Section 2.B);
- j. The HUD brochure on how to select a unit;<sup>4</sup>
- k. The HUD-required lead-based paint brochure;<sup>5</sup>
- l. Information on federal, state, and local equal opportunity laws, and a copy of the housing discrimination complaint form;<sup>6</sup>
- m. Information about the Affordable Housing website,<sup>7</sup> an online rental listing service that provides information about affordable units currently available for rent in the Housing Authority's Jurisdiction, including the availability of accessible units;
- n. Contact information for organizations that can assist Families during the housing search and lease-up process, including the Center for Accessible Living (a resource center for disabled individuals);

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<sup>3</sup> 24 CFR 982.301(b), "Information Packet"; *HCV Program Guidebook*, "Briefings," 8-1 thru 8-9

<sup>4</sup> Form HUD-593-PIH, *A Good Place to Live!* (see Appendix 3.I)

<sup>5</sup> *Protect Your Family from Lead in Your Home* (see Appendix 3.H)

<sup>6</sup> Form HUD-903.1, *Are You a Victim of Housing Discrimination?* (see Appendix 3.A)

<sup>7</sup> <http://affordablehousing.com>



- o. The Family's obligations under the HCV Program;
- p. The grounds upon which the LMHA may terminate assistance because of the Family's action or inaction;
- q. LMHA 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 LMHA Owner information brochure. This brochure can be given by the Applicant to a prospective Owner to help explain the HCV Program;
- s. A map showing various areas with housing opportunities and other housing market information, both in and outside of Exception Rent Areas, including information about job opportunities, schools, transportation, and other services in non-concentrated neighborhoods;
- t. An explanation of rights afforded to HCV Applicants and Participants under the Violence Against Women Act; and
- u. A description of the Housing Authority's Family Self-Sufficiency Program.

## ***C. THE HOUSING CHOICE VOUCHER TERM<sup>8</sup>***

### **1. Voucher Issuance<sup>9</sup>**

- a. Once the Family's information has been verified, eligibility determined, and subsidy calculated, and the Head of Household has attended the briefing, the LMHA issues the Family a Housing Choice Voucher, and the Family begins to search for a unit.
- b. The initial term of the Housing Choice Voucher will be 120 days and will be stated on the voucher.
- c. Extensions to the initial term may be granted for:
  - 1. Reasonable Accommodation Requests
  - 2. Elderly and Disabled Households
  - 3. Rental market scarcity
  - 4. Other circumstances deemed appropriate by LMHA management

d. LMHA will provide for suspension of the initial or any extended term of the voucher from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.<sup>10</sup>

### **2. The Housing Search**

When the Family finds a unit that the Owner is willing to lease under the HCV Program, the Family and the Owner will complete and sign the following documents:

- a. The proposed Lease;

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<sup>8</sup> 24 CFR 982.302, "Issuance of Voucher; Requesting PHA Approval of Assisted Tenancy"; 24 CFR 982.303, "Term of Voucher"

<sup>9</sup> 24 CFR 982.54(d)(2)

<sup>10</sup> 24 CFR 982.303(c)

b. The HUD-required HCV Program Tenancy Addendum (see Appendix 3.E); and

c. The Request for Tenancy Approval form (HUD-52517).

The Family will then submit these documents to the LMHA, and the Housing Authority will make an initial determination regarding approval of tenancy. The LMHA may assist the Family in negotiating any changes required for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the LMHA will schedule an appointment to inspect the unit. The inspection will be scheduled within 15 calendar days from the date the Request for Tenancy Approval form is received by the LMHA. This 15-day period will be suspended during any period of time that the unit is unavailable for inspection.

The term of the Housing Choice Voucher will be suspended from the date the Request for Tenancy Approval form is received by the LMHA until the date the Housing Authority provides a final determination that the Request for Tenancy Approval has been either approved or denied. This policy allows Families the full Voucher term (four months) to find a unit, not penalizing them for any period of time during which the LMHA is processing a submitted Request for Tenancy Approval.

### **3. Voucher Expiration**

If a Family's Housing Choice Voucher expires, the Family is no longer eligible for housing assistance. If the Housing Authority's waiting list is open, the Family may re-apply to the HCV Program. The Family will be treated in the same manner as all other new Applicants to the Program.

## ***D. WHERE AN APPLICANT FAMILY MAY LEASE A UNIT<sup>11</sup>***

### **1. Leasing Within the Housing Authority's Jurisdiction**

Applicant Families are permitted to lease a unit located anywhere within the Housing Authority's Jurisdiction, although some geographic areas may qualify for a higher Payment Standard than others (as described in Section 7.B). This includes the dwelling unit currently occupied by the Applicant Family, provided tenancy in the unit is approvable.

### **2. Leasing Outside of the Housing Authority's Jurisdiction**

#### ***a. Applicant Families Permitted to Lease Outside of the LMHA's Jurisdiction***

Only Applicant Families whose Head, Co-Head, or spouse has a domicile (legal residence) within the Housing Authority's Jurisdiction as of the date they begin the full application process may lease a unit outside of the LMHA's Jurisdiction. These Families may lease a unit in any geographic location as long as the unit is located within the Jurisdiction of a Public Housing Agency operating a tenant-based HCV Program, and the Family meets the Public Housing Agency's income eligibility requirements.

#### ***b. Applicant Families Not Permitted to Lease Outside of the LMHA's Jurisdiction***

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<sup>11</sup> 24 CFR 982.353, "Where Family Can Lease a Unit with Tenant-Based Assistance"

If neither the Head, nor the Co-Head, nor the spouse of an Applicant Family has a legal residence within the LMHA's Jurisdiction as of the date they begin the full application process, the Family will not be permitted to lease a unit outside of the LMHA's jurisdiction for a 12-month period following the date the Family is admitted into the Housing Authority's HCV Program (i.e., the effective date of the Family's Lease).

This 12-month restriction does not apply in cases where the Family or a Family Member is or has been the victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and the move is necessary to protect the health or safety of the Family or Family Member. In order to exercise this waiver, within 14 Business Days following the receipt of a written request from the LMHA, the Family must provide appropriate verification as described in Section 2.F of this Plan.

## ***E. ELIGIBLE / INELIGIBLE HOUSING TYPES***

### **1. Eligible Housing Types**

The following types of housing are eligible for assistance through the Housing Authority's HCV Program:

- a. Single family dwellings;
- b. Apartments;
- c. Manufactured Homes;
- d. Manufactured Home Spaces; and
- e. Units owned or substantially controlled by the LMHA, subject to the requirements listed in Section 6.F.

### **2. Ineligible Housing Types<sup>12</sup>**

The following types of housing are not eligible for assistance through the Housing Authority's HCV Program:

- a. Public housing and Indian housing units;
- b. Units receiving project-based assistance under Section 8 of the U.S. Housing Act of 1937;
- c. Nursing homes, board and care homes, and facilities providing continual psychiatric, medical, or nursing services;
- d. College and other school dormitories;
- e. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- f. Units occupied by the owner or by a person with any interest in the unit, with the following exceptions:

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<sup>12</sup> 24 CFR 982.352(a), "Ineligible Housing"

- i. Units in a Cooperative;
- ii. Manufactured Homeowners leasing a Manufactured Home Space; or
- iii. Units purchased through an HCV Homeownership Program;
- g. Units receiving any duplicative federal, state, or local housing subsidy, as determined by HUD. This does not prohibit renting a unit that has a reduced rent because of a tax credit;<sup>13</sup> and
- h. Units in Congregate Housing, Group Homes, Shared Housing, or Single Room Occupancy (SRO) Housing, except:
  - i. As a Reasonable Accommodation for a person with a disability (see Section 2.B);
  - ii. If the unit is to be leased through the Housing Authority's YMCA or St. Vincent DePaul SRO Program (see Appendix 8); or
  - iii. If the unit is to be leased through one of the Housing Authority's Special Referral Programs (see Appendix 9).

## ***F. LMHA-OWNED HOUSING<sup>14</sup>***

Families are permitted to lease a dwelling unit owned by the LMHA (or by an entity substantially controlled by the Housing Authority) provided the unit is otherwise eligible for the Housing Authority's HCV Program. In order to comply with federal regulation, the following actions must be performed:

### **1. Actions to Be Performed by the LMHA**

The LMHA will inform the Family, both orally and in writing, that they have the right to select any eligible unit available for lease. The LMHA will not pressure or steer the Family to select a unit owned by the Housing Authority.

### **2. Services to Be Provided by an Independent Agency<sup>15</sup>**

The LMHA will obtain the services of a HUD-approved independent agency (or agencies) to perform the following functions:

- a. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination both to the Family and to the LMHA;
- b. Assist the Family in negotiating the Rent to Owner; and
- c. Inspect the unit to determine that it is decent, safe, and sanitary, in accordance with the requirements enumerated in Section 13 of this Plan. The independent agency will communicate the results of each such inspection both to the Family and to the LMHA.

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<sup>13</sup> 24 CFR 982.352(c), "Prohibition Against Other Housing Subsidy"

<sup>14</sup> 24 CFR 982.352(b), "PHA-Owned Housing"

<sup>15</sup> Per MTW Activity 2019-1 "Enhancements to Local-Based Voucher Program." these requirements are waived for PBV units.

**3. Compensating Independent Agencies**

- a. The LMHA will compensate the independent agency or agencies from its ongoing administrative fee income; and
- b. Neither the LMHA, nor any independent agency performing the services listed above, will charge the Family any fee or charge for the services provided by the independent agency.

***G. LMHA TENANCY APPROVAL***

The LMHA cannot grant tenancy approval and the initial Lease cannot be executed, until all of the following requirements have been met:

**1. Requirements for Approval of Selected Unit<sup>16</sup>**

The LMHA will approve a selected unit if all of the following conditions are met:

- a. The unit is eligible in accordance with Section 6.E of this Plan;
- b. The unit has been inspected by the LMHA, or its designee, and has been determined decent, safe, and sanitary, in accordance with the requirements described in Section 13 of this Plan;
- c. The Tenant has the Legal Capacity to enter a Lease under state and local law;
- d. The Lease complies with state and local law, and:
  - i. The Lease includes the following:
    - (A) The names of the Owner and the Tenant;
    - (B) The address of the unit rented, and any other information needed to identify the unit;
    - (C) The term of the Lease (initial term and any provisions for renewal);
    - (D) The amount of the monthly Rent to Owner;
    - (E) 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
    - (F) The required HUD Tenancy Addendum (see Appendix 3.E). The terms of the HUD Tenancy Addendum shall prevail over any conflicting provisions of the Lease; and
  - ii. If the Owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the Lease must be in such standard form, plus contain the items listed in Section 6.G.1.d.i above;
- e. If the Gross Rent exceeds the applicable Payment Standard, the Family Share of rent does not exceed 40% of their Monthly Adjusted Income;
- f. The Rent to Owner is reasonable; and
- g. The Tenant is not in a conflict of interest situation with the Owner.

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<sup>16</sup> 24 CFR 982.305, “PHA Approval of Assisted Tenancy”; 24 CFR 982.308, “Lease and Tenancy”

LMHA requires that an owner provide written documentation of ownership or legal authority to lease the selected unit before a tenant is approved for tenancy. The owner must provide the following required written documentation:

1. Certification of title (i.e. closing statement and/or recorded deed);
2. Fully and accurately completed IRS form W-9.

LMHA will not approve a selected owner until owner eligibility documentation is obtained and verified. Owners are subject to Property Evaluation Administration verification and property management agreement auditing.

## **2. Criteria for Owner Disapproval<sup>17</sup>**

The LMHA will generally approve a selected Owner<sup>18</sup> provided they do not meet any of the following criteria for disapproval. However, nothing in this Section 6.G.2 is intended to give any Owner any right to participate in the Housing Authority's HCV Program.

- a. The Owner has been found to be debarred, suspended, or subject to a limited denial of participation;<sup>19</sup>
- b. HUD has directed that the LMHA not approve the Owner because:
  - i. The federal government has instituted an administrative or judicial action against the Owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
  - ii. A court or administrative agency has determined that the Owner violated the Fair Housing Act or other federal equal opportunity requirements;
- c. The Owner has violated any obligation under a Section 8 Housing Assistance Payments contract;
- d. The Owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- e. The Owner has engaged in Drug-Related Criminal Activity or any Violent Criminal Activity;
- f. The Owner has a history or practice of non-compliance with:
  - i. Housing Quality Standards for units leased under tenant-based Section 8 programs;
  - ii. The LMHA's criteria for decent, safe, and sanitary housing (as described in Section 13) for units leased under the Housing Authority's HCV Program;
  - iii. Applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program; or
  - iv. State or local codes;

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<sup>17</sup> 24 CFR 982.306, "PHA Disapproval of Owner"

<sup>18</sup> For purposes of this section 6.G.2, the term "Owner" includes a principal or other interested party. (24 CFR 982.306(f))

<sup>19</sup> In accordance with 2 CFR 2424, "Non-procurement Debarment and Suspension"

- g. The Owner has not paid state or local real estate taxes, fines, or assessments;
- h. The Owner has a history or practice of failing to terminate the tenancy of Tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the Tenant, any Household Member, a Guest, or Other Person Under the Tenant's Control that:
  - i. Threatens the right to peaceful enjoyment of the Premises by other residents;
  - ii. Threatens the health or safety of other residents, of employees of the LMHA, or of Owner employees or other persons engaged in management of the housing;
  - iii. Threatens the health or safety or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the Premises; or
  - iv. Is engaged in Drug-Related Criminal Activity or Violent Criminal Activity; or
- i. The Owner is the parent, child, grandparent, grandchild, sister, or brother of any Family Member unless the LMHA determines that approving the unit would provide Reasonable Accommodation for a Family Member who is a Person with Disabilities (see Section 2.B). This restriction only applies at the time a Family initially receives HCV assistance for occupancy of a particular unit but does not apply to LMHA approval of continued assistance in the same unit.

### **3. Conflicts of Interest**

The LMHA will not grant tenancy approval if:

- a. There exists any conflict of interest as described in Section 29; or
- b. There exist any other conflicts of interest under federal, state, or local law.

## ***H. TENANT SCREENING BY OWNER<sup>20</sup>***

### **1. Owner Responsibility for Tenant Suitability Screening**

The Owner is responsible for any additional suitability screening of prospective Tenants beyond that conducted by the LMHA in accordance with Section 3 of this Plan.

#### ***a. Tenancy History***

The Owner is responsible for screening 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.

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<sup>20</sup> 24 CFR 982.307, "Tenant Screening"

*b. Sex Offender Registration*

The LMHA screens Applicants to ensure that no Household Member is a registered *lifetime* sex offender. Any prospective Owner seeking to verify whether or not a prospective Tenant is any other type of registered sex offender, is directed to consult the U.S. Department of Justice's Dru Sjodin National Sex Offender Database, which is open to the public and can be accessed free of charge at the following web address:

<http://www.nsopw.gov/>

*c. Prohibited Screening Criteria*

The Owner is prohibited from screening Applicants against any criteria proscribed by federal, state, or local law. These include the race, color, religion, sex, sexual orientation, gender identity, national origin, age, familial status, disability of any Household Member, lawful source of income<sup>21</sup>, conviction history (excluding convictions for offenses outlined in local ordinance)<sup>22</sup> or arrest history, prior military service, or homeless status.<sup>23</sup>

Any Family that believes an Owner has illegally refused to lease them a unit on the sole basis of their race, color, religion, sex, national origin, age, familial status, disability, lawful source of income<sup>24</sup>, conviction history(excluding convictions for offenses outlined in local ordinance),<sup>25</sup>arrest history, prior military service, or homeless status may file a complaint with the HUD Office of Fair Housing and Equal Opportunity. See Section 2.A of this Plan for additional information.

Any Family that believes an Owner has illegally refused to lease them a unit on the sole basis of their race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, lawful source of income<sup>26</sup>, conviction history(excluding convictions for offenses outlined in local ordinance),<sup>27</sup>arrest history, prior military service, or homeless status may file a complaint with the Louisville Metro Human Relations Commission. See Section 2.A of this Plan for additional information.

**2. HUD-Required Disclosure of Applicant Family Information for Purposes of Landlord Suitability Screening<sup>28</sup>**

*a. Statement of LMHA Policy on Providing Family Information to Owners*

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<sup>21</sup> LMHA anticipates that the Louisville Metro Government will have to remove this protection as a result of Kentucky passing House Bill 18, outlined here: <https://apps.legislature.ky.gov/record/24rs/hb18.html>

<sup>22</sup> LMG Title IX Chapter 92.04 (A)(5)

<sup>23</sup> 24 CFR 982.304, "Illegal Discrimination: PHA Assistance to Family"; Louisville / Jefferson County Metro Government Code of Ordinances, §92.03, "Unlawful Practices in Connection with Housing"

<sup>24</sup> LMHA anticipates that the Louisville Metro Government will have to remove this protection as a result of Kentucky passing House Bill 18, outlined here: <https://apps.legislature.ky.gov/record/24rs/hb18.html>

<sup>25</sup> LMG Title IX Chapter 92.04 (A)(5)

<sup>26</sup> LMHA anticipates that the Louisville Metro Government will have to remove this protection as a result of Kentucky passing House Bill 18, outlined here: <https://apps.legislature.ky.gov/record/24rs/hb18.html>

<sup>27</sup> LMG Title IX Chapter 92.04 (A)(5)

<sup>28</sup> 24 CFR 5.903, "What Special Authority Is There to Obtain Access to Criminal Records?" See also Appendix 5 for the Housing Authority's "Criminal and Drug Treatment Records Management Policy."



The information packet provided to all Applicants during their briefing contains a statement of the Housing Authority's policy on providing information to Owners. The policy provides that the LMHA will give the same types of information to all Owners.

*b. Applicant Family and Landlord Contact Information*

Upon written request of the prospective Owner, the LMHA will provide to the Owner:

- i. The Family's current and prior address as shown in LMHA records; and
- ii. The name and address of the Family's current and prior landlord, if known to the Housing Authority.

*c. Criminal Background Check Results*

The prospective Owner may request that the LMHA review the results of a criminal background check to determine whether an Adult Household Member meets the Owner's criminal background screening standards.

The LMHA will not provide a copy of the criminal background report to the prospective Owner. Instead, the Owner must provide to the Housing Authority a written copy of their standards for prohibiting admission based on criminal background. The LMHA will then review the results of the criminal background check, determine whether the Household Member meets the Owner's admission screening criteria, and inform the prospective Owner of its decision.

The LMHA will not disclose any information contained within the criminal background report to the Owner. The Housing Authority will simply inform the prospective Owner that the Household Member either meets or fails to meet the Owner's criminal background screening standards.

If an Applicant is about to be denied housing based on information contained in the criminal background report, the LMHA will provide both the Head of Household and the Household Member with the criminal record a copy of the criminal record, so that the Family may dispute the accuracy and relevancy of the information before admission is denied.

The LMHA charges prospective Owners a \$50 administrative fee for this service. The Owner is not permitted to pass along to the Applicant the cost of a criminal records check.

## ***I. SECURITY DEPOSITS<sup>29</sup>***

The Owner may collect a security deposit from the Family 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 residents in comparable units.

When the Family 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 Family, damages to the unit, or for other amounts the Family owes under the Lease.

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<sup>29</sup> 24 CFR 982.313, "Security Deposit: Amounts Owed by Tenant"; Louisville / Jefferson County Metro Government Code of Ordinances, Chapter 151.26, "Security Deposits"

The Owner must give the Family 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 Family. If the security deposit is not sufficient to cover amounts the Family owes under the Lease, the Owner may seek to collect the balance from the Family.

## **7. MOVES WITH CONTINUED ASSISTANCE**

### ***A. WHEN A FAMILY MAY MOVE<sup>1</sup>***

For families already participating in the Housing Choice Voucher (HCV) Program, LMHA will allow the family to move to a new unit if:

1. The assisted lease for the current unit has terminated, or will be terminated with the consent of the owner;
2. The owner has given the resident a notice to vacate, has commenced an action to evict the family for reasons other than lease violations, or has obtained a court judgment or other process allowing the owner to evict the participant for reasons other than violations of the lease;
3. The participant has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner); or
4. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating violence, Sexual Assault, or Stalking).

### ***B. PROCEDURES REGARDING FAMILY MOVES<sup>2</sup>***

- 1) A participant family may move with continued assistance under the program, either inside LMHA's jurisdiction, or under the portability procedures (Chapter 8 of this plan) in accordance with LMHA's policies.
- 2) LMHA will not permit a move:
  - a) during the initial lease term,
  - b) if the family has moved in the last year, or
  - c) if the family has been issued a moving voucher in the last year.
  - d) The above policies do 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, 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, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- 3) If the family wants to move to a new unit, the family must notify LMHA and the owner before moving from the old unit. If the family wants to move to a new unit that is located outside LMHA's jurisdiction, the notice to LMHA must specify the area where the family wants to move

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<sup>1</sup> 24 CFR 982.354(b)

<sup>2</sup> 24 CFR 982.354(c)(d)(e)

- 4) LMHA may deny permission to move if LMHA does not have sufficient funding for continued assistance. LMHA must provide written notification to the local HUD Office within 10 business days of determining it is necessary to deny moves to a higher-cost unit based on insufficient funding.
- 5) At any time, LMHA may deny permission to move in accordance with termination procedures outlined in Chapter 12 of this plan.
- 6) Approximately 75 days prior to the end of a participant family's current lease, LMHA will notify the family of the option to request a moving voucher.
  - a) If the family is in good standing, LMHA will issue the family a HCV voucher to the family that is good for 60 days<sup>3</sup> and will expire within the time of their current lease
    - i) Once a family wishing to move submits a Request for Tenancy Approval, the 60 days is tolled.
    - ii) LMHA will issue extensions to the 60 day moving voucher term at its discretion and for reasonable accommodation.
  - b) Families that are unable to find a suitable unit during their moving voucher term are encouraged to sign a lease in their current unit.

### ***C. EMERGENCY TRANSFERS<sup>4</sup>***

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to move if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. The tenant shall notify LMHA's Section 8 office by submitting an emergency transfer request (Appendix 3F) or a written request that includes either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under LMHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency relocation.

LMHA will provide reasonable accommodations to this policy for individuals with disabilities.

#### **Confidentiality**

LMHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives LMHA written permission to release the information on a time limited basis, or disclosure of the

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<sup>3</sup> 24 CFR 982.303(a)

<sup>4</sup> 81 FR 221. "Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs" and "Louisville Metro Housing Authority Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking"

information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.

**Emergency Transfer Timing and Availability**

LMHA cannot guarantee that a move request will be approved or how long it will take to process a transfer request. For emergency transfer, LMHA may provide an emergency termination of the HAP contract and expedite the relocation process. The tenant will have priority for receiving the next available voucher if not currently eligible.

LMHA may assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LMHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

**Safety and Security of Tenants**

Pending processing of the relocation and the actual relocation, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

## **8. PORTABILITY**

### ***A. GENERAL POLICIES OF THE LOUISVILLE METRO HOUSING AUTHORITY***

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

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of the LMHA at the time of its application, the family will not have any right to lease a unit outside of the LMHA 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 LMHA.

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

Families may only move to a jurisdiction where an HCV Program is being administered.

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

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

Additional information regarding portability provisions specific to Family Self-Sufficiency (FSS) Program participants can be found in LMHA's FSS Program Action Plan.

### ***B. INCOME ELIGIBILITY***

A family must be income-eligible in the area where the family first leases a unit with assistance in the HCV Program.

If a portable family is already a participant in the Initial Housing Authority's HCV Program, income eligibility is not re-determined.

***C. PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY***

1. 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.
2. 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 Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

***D. PORTABILITY PROCEDURES***

1. When the LMHA is the Initial Housing Authority:
  - a. The LMHA 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.
  - b. The LMHA 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.
  - c. The LMHA 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.
  - d. The LMHA will, within 10 calendar days, notify the Receiving Housing Authority to expect the family via telephone, fax or email.
  - e. The LMHA will immediately mail 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 related verification information. If the family is an applicant and not a participant, the LMHA will provide the Receiving Housing Authority with the family information and income information in a format similar to that utilized by the 50058.
2. When the LMHA is the Receiving Housing Authority:
  - a. When the portable family requests assistance from the LMHA, the LMHA will within 14 calendar days of HAP contract execution (not its effective date) inform the Initial Housing Authority 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 will accomplish this. If the family is absorbed, the LMHA will also send the Initial Housing Authority a new HUD Form 50058.
  - b. The LMHA will issue a voucher to the family within 14 calendar days as long as the initial voucher has not expired (if it has expired, the family shall be referred back to the Initial Housing Authority). The term of the LMHA's voucher will not expire before the expiration date of any Initial Housing Authority's housing choice voucher. The LMHA will determine whether to extend the housing choice voucher term. The decision to

extend will take into account the LMHA'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 LMHA during the term of the LMHA's housing choice voucher. If the LMHA has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract before the billing deadline date.

- c. The LMHA will determine the family unit size for the portable family. The family unit size is determined in accordance with the LMHA's subsidy standards.
- d. The LMHA 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 LMHA will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, the LMHA will notify the Initial Housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract if the LMHA intends to bill the Initial Housing Authority.
- e. In order to provide tenant-based assistance for portable families, the LMHA 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 LMHA may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.
- f. The LMHA may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.
- g. Although the Louisville Metro 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.

### 3. Absorption by the LMHA

If funding is available under the consolidated ACC for the LMHA's HCV Program when the portable family is received, the LMHA may absorb the family into its HCV Program. The decision to absorb or not will be made on a case-by-case basis and will solely be the decision of the LMHA. If absorbed, the family is assisted with funds available under the consolidated ACC for the LMHA's Tenant-Based Program.

### 4. 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:

- a. As the Initial Housing Authority, the LMHA will within 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.

- b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority.

5. When a Portable Family Moves

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

6. On-going Responsibilities as a Receiving Housing Authority

When the LMHA is a receiving agency it will:

- a. Send the Initial Housing Authority an updated HUD Form 50058 at each regularly-scheduled recertification so the Initial Housing Authority can reconcile it with its records.
- b. Send the Initial Housing Authority a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount with 10 working days of the effective date of any change in the billing amount.
- c. If the LMHA decides to absorb a family it had previously been billing for, it shall notify the Initial Housing Authority within 10 working days following the effective date of the termination of the billing arrangement.
- d. If the family decides it wants to move to yet another jurisdiction, the Initial Housing Authority shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.

## **9. COOPERATING WITH OUTSIDE AGENCIES**

### ***A. COOPERATING WITH WELFARE AGENCIES***

The Louisville Metro Housing Authority (LMHA) will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

1. To target assistance, benefits and services to Families receiving assistance in the Public Housing and Housing Choice Voucher (HCV) tenant-based assistance program to achieve self-sufficiency.
2. To provide written verification to LMHA concerning welfare benefits for Families applying for or receiving assistance in our housing assistance programs.

### ***B. COOPERATING WITH LAW ENFORCEMENT AGENCIES***

LMHA 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 parole or probation violators. The 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:

1. The law enforcement agency shall notify LMHA 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;
2. The location or apprehension of the recipient is within LMHA's official duties; and,
3. The request is made in the proper exercise of the law enforcement agency's official duties.

In emergency or exigent situations, information can be provided directly to law enforcement officers and officials upon presentation of personal identification and proper credentials, and the reason the information is required.

## 10. VERIFICATION

The Louisville Metro Housing Authority (LMHA) 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 noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### A. *ACCEPTABLE METHODS OF VERIFICATION*<sup>1</sup>

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. Citizenship / Eligible Immigrant eligibility criteria and required documentation are outlined in Chapter 3(A). Verification of these items may 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 six verification methods acceptable to HUD, in the order of preference indicated:

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV), using HUD's Enterprise Income Verification (EIV) system and the Income Validation Tool (IVT) (not available for income verifications of new applicants)	Highest (Mandatory)
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 tenant disputes EIV-reported employment and income information and is unable to provide acceptable

<sup>1</sup> PIH Notice 2018-18 "Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System"

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

### **1. Up-front Income Verifications (UIV)**

- a. The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.
- b. HUD's Enterprise Income Verification System (EIV)
  - i. LMHA will use HUD's EIV system in its entirety:<sup>2</sup>
    1. As a third party source to verify tenant employment and income information during mandatory reexaminations<sup>3</sup> or recertifications of family composition and income, in accordance with § 5.236, and administrative guidance issued by HUD; and
    2. To reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.
- c. Other UIV resourced include:
  - i. Tenant Assessment Subsystem (TASS) – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.
  - ii. State Wage Information Collection Agencies (SWICAs)
  - iii. State systems for the Temporary Assistance for Needy Families (TANF) program
  - iv. Credit Bureau Information (CBA) credit reports
  - v. Internal Revenue Service (IRS) Letter 1722
  - vi. Private sector databases (e.g. The Work Number)

<sup>2</sup> 24 CFR 5.233(a)(2)

<sup>3</sup> Effective January 1, 2025, use of the EIV system for interim reexaminations will no longer be required, 24 CFR 5.233(a)(2)(i), , PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)"

- d. 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.
- e. No adverse action can be taken against a participant until LMHA 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 the Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.
- f. The information LMHA 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. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## **2. Written Third Party Verification**

- a. An original or authentic document generated by a third-party source dated either within the 120<sup>4</sup>-day period preceding the reexamination or LMHA request date.
  - i. Documents older than 120 days (from the LMHA interview/determination or request date) are acceptable for confirming effective dates of income.
- b. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents.
- c. LMHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.
- d. Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to:
  - i. pay stubs
  - ii. payroll summary report
  - iii. employer notice/letter of hire/termination
  - iv. SSA benefit verification letter
  - v. bank statement
  - vi. child support payment stubs
  - vii. welfare benefit letters and/or printouts
  - viii. unemployment monetary benefit notices.
- e. Current acceptable tenant-provided documents must be used for income and rent determinations.
- f. LMHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages.
- g. For new income sources or when two pay stubs are not available, LMHA will project income based on the information from a traditional written third-party verification form or the best available information.

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<sup>4</sup> MTW Activity #2007-1: "Streamlined Recertification Process"

- h. LMHA will allow 14 calendar days for the return of third-party written verifications prior to continuing to the next type of verification.

### **3. Written Third Party Verification Form**

- a. Also known as traditional third-party verification.
- b. A standardized form to collect information from a third-party source.
- c. The form is completed by the third party by hand (in writing or typeset).
- d. LMHA sends the form directly to the third-party source by mail, fax, or email.
- e. LMHA is required to rely on documents that originate from a third-party source's computerized system and/or database.

### **4. Oral Third-Party Verification:**

- a. Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit.
- b. LMHA staff will document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.
- c. LMHA will allow three calendar days for the return of third-party oral verifications prior to continuing to the next type of verification.

### **5. Tenant Declaration:**

- a. The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA.
- b. This verification method will be used as a last resort when LMHA has not been successful in obtaining information via all other verification techniques.
- c. When LMHA relies on tenant declaration, LMHA will document in the tenant file why third-party verification was not available.<sup>5</sup>

### **6. LMHA Documentation<sup>6</sup>:**

- a. LMHA will obtain and document in the tenant file third-party verification of the following factors:
  - i. Reported family annual income;
  - ii. The value of assets<sup>7</sup>;
  - iii. Expenses related to deductions from annual income; and
  - iv. Other factors that affect the determination of adjusted income.

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<sup>5</sup> 24 CFR 982.516(a)(2)

<sup>6</sup> Id.

<sup>7</sup> Effective January 1, 2025, Families may self-certify assets valued under \$50,000 (adjusted annually for inflation), 24 CFR 982.516(a)(3), , PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)"

## ***B. TYPES OF VERIFICATION***

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, LMHA will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card, third-party document stating the Social Security Number
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, or a birth certificate
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance, or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Discount Card		A card with the words "Medicare Approved" on it
Medicare Discount Benefit		Individual receipts if the pre-discount cost is included; a comparison of receipts before and after the application of the discount; other information provided by the pharmacy supplying the prescription; or if nothing else is available, an imputed value of \$48.17 per prescription.
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs



Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order <sup>8</sup> , letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out- of-pocket expenses incurred in order to participate in a program</li> </ul>	N/A

### ***C. VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS***

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

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

Prior to being admitted or at the first reexamination, all eligible noncitizens 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.

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<sup>8</sup> However, child support should never be imputed from court order alone, without verification that the child support ordered is actually received by the recipient

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

Family members who do not claim to be citizens, nationals or eligible noncitizens, 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.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the HCV Program. 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 LMHA 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 HCV unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Housing Choice Voucher for a period of 24 months from the date of termination.

#### ***D. VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each Household Member who does not fall into one of the exception categories listed in section 3.A.4.a.ii of this Administrative Plan must provide verification of his or her Social Security Number by providing one of the following<sup>9</sup>:

1. A valid Social Security Number card issued by the Social Security Administration;
2. 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
3. Such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

Social Security Numbers for Participants will be verified at the following times:

##### **A. Social Security Numbers Not Previously Disclosed**

If a person is already a Household Member and has not disclosed and documented his or her Social Security Number, it must be disclosed and verified at the next Regularly-Scheduled or Interim Re-Examination.

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<sup>9</sup> 24 CFR 5.216

**B. Assignment of a New Social Security Number**

If a Household Member has been assigned a new Social Security Number, it must be disclosed and verified at the next Regularly Scheduled or Interim Re-Examination.

**C. Elderly Household Members**

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

**D. New Household Members Age Six or Older**

Social Security Numbers for new Household Members age six or older must be disclosed and verified before the new Member can be added to the Household.

**E. New Household Members Under the Age of Six<sup>10</sup>**

If the new Household Member is under the age of six and has not been assigned a Social Security Number, the Family will have 90 calendar days after the child is added to the Household to disclose and verify a complete and accurate Social Security Number. The Housing Authority will grant one 90-day extension for newly added Household Members under the age of 6 if in its sole discretion it determines that the Family's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the Family. During the period that LMHA is awaiting documentation of a SSN, LMHA will include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member.

***E. TIMING OF VERIFICATION***

Verification must be dated within 120 calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

***F. FREQUENCY OF OBTAINING VERIFICATION***

Household income and composition will be verified according to the schedule in Section 14, at an appointment to be scheduled by LMHA.

For each family member, citizenship/eligible noncitizen 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.

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<sup>10</sup> 24 CFR 5.216(e)(2)(ii)

For each Household Member who does not contend eligible immigration status, verification of his or her Social Security Number will be obtained only once in accordance with the policies described in sections 3.A.4 and 10.D of this Administrative Plan.

### ***G. 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 the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. LMHA shall verify using normal third-party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, the Housing Authority shall determine if any of the scholarship is available for housing costs.

## **11. RENT AND HOUSING ASSISTANCE PAYMENT**

### ***A. RENT REASONABLENESS***

The Louisville Metro Housing Authority (LMHA) will not approve a Lease until it determines that the initial Rent to Owner is a Reasonable Rent.<sup>1</sup>

LMHA may choose to redetermine the Reasonable Rent at any time.<sup>2</sup> LMHA will always redetermine the Reasonable Rent<sup>3</sup>:

1. Before any increase in Rent to Owner,.
2. If there is a 10% decrease in the published Fair Market Rent in effect 60 days before the contract anniversary (for the Unit Size rented by the Family) as compared to the Fair Market Rent in effect one year before the contract anniversary,
3. If directed by HUD.

At Housing Assistance Payments (HAP) contract renewal, LMHA limits the Rent to Owner to whichever is less:

1. The Owner requested Rent to Owner, or
2. The Reasonable Rent.

### ***B. COMPARABILITY***

Except as provided in paragraph (C) of this section, in making a rent reasonableness determination, LMHA will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, type, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The results of this determination shall be documented in the participant's file.

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

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

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

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<sup>1</sup> 24 CFR 982.507(a)(1)

<sup>2</sup> 24 CFR 982.507(a)(3)

<sup>3</sup> 24 CFR 982.507(a)(2)

The Owner must certify the rents charged for other units. By accepting the Housing Assistance Payment each month, the Owner is certifying that the Rent to Owner is not more than the rent charged by the Owner for comparable unassisted units in the premises.

### ***C. UNITS ASSISTED BY LOW-INCOME HOUSING TAX CREDITS OR ASSISTANCE UNDER HUD'S HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM<sup>4</sup>***

For a unit receiving low-income housing tax credits (LIHTCs) pursuant to section 42 of the Internal Revenue Code of 1986 or receiving assistance under HUD's HOME Program, a rent comparison with unassisted units is not required if the voucher rent does not exceed the rent for other LIHTC- or HOME-assisted units in the project that are not occupied by families with tenant-based assistance.

#### **1. LIHTC**

If the rent requested by the owner exceeds the LIHTC rents for non-voucher families, the PHA must perform a rent comparability study in accordance with program regulations and the rent shall not exceed the lesser of the:

- a. Reasonable rent as determined pursuant to a rent comparability study; and
- b. The payment standard established by the PHA for the unit size involved.

#### **2. HOME Program**

[Reserved]

### ***D. SETTING THE PAYMENT STANDARD***

By statute, LMHA may set the Payment Standard to any value between 90% and 110% of the Fair Market Rent without HUD's prior approval. The Housing Authority will review its determination of the Payment Standard annually after HUD publication of new Fair Market Rents. LMHA will consider vacancy rates and rents in the market area, size and quality of units leased under the HCV Program, rents for units leased under the HCV Program, success rates of HCV holders in finding units, and the percentage of Annual Income Families are paying for rent under the HCV Program. If the Housing Authority determines that success rates will suffer or that Families will have to rent low quality units located in poverty-impacted neighborhoods or pay over 40% of Annual Income for rent, the Payment Standard may be 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.

LMHA may establish a higher Payment Standard of not more than 120% of the published Fair Market Rent as a Reasonable Accommodation for a Family that includes a person with disabilities. Any increased Payment Standard approved as a Reasonable Accommodation must still meet the Reasonable Rent requirements described in sections 11A and 11B of this

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<sup>4</sup> 24 CFR 982.507(c), "Units assisted by low-income housing tax credits or assistance under HUD's HOME Investment Partnerships (HOME) Program"

Administrative Plan.<sup>5</sup> See Section 2.B for additional information about the Reasonable Accommodation process.

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

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

#### **A. Selecting the Correct Payment Standard for a Family**

1. For the HCV tenancy, the Payment Standard for a Family is the lower of:
  - a. The Payment Standard for the Family Unit Size; or
  - b. The Payment Standard for the Unit Size rented by the Family.
2. If the unit rented by a Family is located in an Exception Payment Standard Rent Area, the Housing Authority will use the appropriate Payment Standard for the Exception Area.
3. During the HAP contract term for a unit, the amount of the Payment Standard for a Family is the higher of:
  - a. 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
  - b. 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.
4. At the next regularly-scheduled reexamination following a change in Family size or composition during the HAP contract term and for any reexamination thereafter, paragraph 3 above does not apply.
5. 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 regularly scheduled reexamination.

#### **B. Area Exception Rents**

In order to help families find housing outside areas of high poverty or when HCV holders are having trouble finding housing for lease under the HCV 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. LMHA may request one such Exception Payment Standard Area or many. Exception Payment Standard rent authority may be requested for all or some Unit Sizes, or for all or some unit types. The Exception Payment Standard Area(s) may not contain more than 50% of the population of the FMR area.

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

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<sup>5</sup> 24 CFR 982.503, "Payment Standard Amount and Schedule"; 24 CFR 982.505, "How to Calculate Housing Assistance Payment"

## ***E. ASSISTANCE AND RENT FORMULAS***

### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10% of the Family's monthly income;
2. 30% of the Family's adjusted monthly income;
3. The minimum rent; OR
4. If the Family is receiving payments for Welfare Assistance from a public agency and a part of those payments, adjusted in accordance with the Family's actual housing costs, is specifically designated by such agency to meet the Family's housing costs, the portion of those payments which is so designated. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage;

PLUS, any rent above the Payment Standard.

### **B. Minimum Rent**

LMHA has set the minimum rent at \$0. However, if the Family requests a hardship exemption, the Housing Authority will suspend the minimum rent for the Family beginning the month following the Family's hardship request. The suspension will continue until LMHA 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 LMHA 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 LMHA 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 calendar 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 LMHA on the Family's behalf during the period of suspension.
4. *Long-term hardship.* If LMHA 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. HCV 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, LMHA 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 Owner exceeds the current Rent to Owner; or
    - ii. The Payment Standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of Family income and composition effective after the beginning of the HAP contract term.
  - d. At the next regular reexamination following a change in Family composition that causes a change in Family Unit Size during the HAP contract term, and for any examination thereafter during the term:
    - i. Paragraph (c)(i) of this section does not apply; and
    - ii. The new Family Unit Size must be used to determine the Payment Standard.
2. LMHA 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 participant renting a Manufactured Home Space is the published Fair Market Rent for rental of a Manufactured Home Space.
2. The Space rent is the sum of the following as determined by LMHA:
  - a. Rent to Owner for the Manufactured Home Space;
  - b. Owner maintenance and management charges for the Space; and
  - c. Utility Allowance for Participant paid utilities.
3. The Participant pays the Rent to Owner less the HAP.
4. HAP equals the lesser of:
  - a. The Payment Standard minus the Total Tenant Payment; or
  - b. The rent paid for rental of the real property on which the manufactured home owned by the Family is located.

**E. Rent for Families under the Noncitizen 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).
3. The prorated resident rent equals the prorated Family Share minus the full Utility Allowance.

***F. UTILITY ALLOWANCE***

LMHA maintains a Utility Allowance schedule for all tenant-paid utilities (except telephone, cable television, and internet), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services.

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.

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

LMHA uses the appropriate Utility Allowance for the lesser of the size of the dwelling unit actually leased by the Family or the Family Unit Size as determined under LMHA's Subsidy Standards. In cases where the Unit Size leased exceeds the Family Unit Size as determined under the Housing Authority's Subsidy Standards as a result of a Reasonable Accommodation, LMHA will use the appropriate Utility Allowance for the size of the dwelling unit actually leased by the Family.<sup>6</sup>

At each reexamination, LMHA applies the Utility Allowance from the most current Utility Allowance schedule.

LMHA 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 HCV Program accessible to and usable by the Family Member with a disability.

The Utility Allowance will be subtracted from the Family 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 Participant. Any savings resulting from utility costs below the amount of the Allowance belong to the Participant.

## ***G. DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT***

LMHA pays the Owner the lesser of the housing assistance payment or the Rent to Owner. If payments are not made within eight calendar days of when due after the first two months of the HAP contract term, the Owner may charge the Housing Authority a late payment, agreed to in the contract and in accordance with generally accepted practices in Louisville if the following conditions apply:

1. It is the Owner's practice to charge such penalties for assisted and unassisted residents; and
2. The Owner also charges such penalties against the resident 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 Housing Authority.

A Housing Assistance Payment is considered made upon being mailed by LMHA.

Unless otherwise terminated, the Housing Assistance Payment contract shall end 180 calendar days after the last Housing Assistance Payment is made.

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<sup>6</sup> 24 CFR 982.517, "Utility Allowance Schedule"

## ***H. CHANGE OF OWNERSHIP***

LMHA requires a new owner to provide written documentation of a change in ownership in order to make changes regarding who is to receive the Housing Assistance Payment, mailing address, and direct deposit account numbers.

The new owner must provide the following required written documents:

1. Certification of transfer of title (i.e. closing statement, and/or recorded deed); and
2. Fully and accurately completed IRS form W-9.

LMHA may withhold the rent payment until the IRS Form W-9 is received. LMHA will verify debarment status (at [www.sam.gov](http://www.sam.gov)) before approval of HAP. Owners are subject to Property Evaluation Administration verification and property management agreement auditing.

## 12. PROCESS FOR TERMINATION OF THE LEASE OR OF ASSISTANCE<sup>1</sup>

### A. *PROCESS FOR TERMINATION OF THE LEASE BY THE PARTICIPANT FAMILY, BY THE OWNER, OR BY MUTUAL AGREEMENT*

The term of the Lease and the term of the Housing Assistance Payment 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 Participant Family, or by the mutual agreement of both. The Owner may only terminate the contract by terminating the Lease.

#### 1. **Termination of the Lease by the Participant Family**

The family may terminate the lease without cause upon proper notice to the owner and to the LMHA after the initial lease term. The length of the notice that is required is stated in the Lease.

#### 2. **Termination of the Lease by the Owner<sup>2</sup>**

##### a. *Termination of the Lease at the End of the Initial Lease Term or Any Extension of the Lease Term*

The Owner may terminate the Lease 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.

##### b. *Termination of the Lease During the Lease Term*

During the term of the Lease, the Owner may not terminate the tenancy except on the following grounds:

- i. Serious or repeated violations (including but not limited to failure to pay rent or other amounts due under the Lease) or repeated violation of the terms and conditions of the Lease;
- ii. Violation of federal, state, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the premises; or
- iii. Criminal activity by a Household Member, a Guest, or any Other Person Under the Tenant's Control that threatens the health, safety, or right to peaceful enjoyment of the Premises by other persons (including property management staff) residing on the Premises or in the immediate vicinity of the Premises;
- iv. Any drug-related or violent criminal activity engaged in on or near the Premises by any Household Member or Guest, or such activity engaged in on the Premises by any Other Person Under the Tenant's Control;

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<sup>2</sup> 24 CFR 982.310, *Owner Termination of Tenancy*

- v. Illegal drug use or a pattern of illegal use of a drug by a Household Member that interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents;
- vi. If a Participant is 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, or that, in the case of the State of New Jersey, is a high misdemeanor;
- vii. If the Tenant is violating a condition of probation or parole imposed under federal or state law; or
- viii. Other good cause
  - (A) “Other good cause” may include, but is not limited to:
    - (1) Failure by the Family to accept the offer of a new Lease;
    - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
    - (3) The Owner’s desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
    - (4) A business or economic reason such as sale of the property, renovation of the unit, or a desire to rent at a higher rental amount.
  - (B) During the initial Lease term, the Owner may not terminate tenancy for “other good cause” unless the Owner is terminating the tenancy because of something the Household did or failed to do. For example, during this period, the Owner may not terminate the tenancy for “other good cause” based on any of the following grounds: failure by the Family to accept the offer of a new Lease or Lease revision; the Owner’s desire to use the unit for personal or family use or for a purpose other than as a residential rental unit; or for a business or economic reason.

c. *Required Termination Procedures*

- i. The Owner may only evict the Family by instituting court action. At or before the commencement of the eviction action, the Owner must provide written notice to the Family in the form of a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The notice must contain or be combined with a statement specifying the grounds for termination. The Owner must give the LMHA a copy of this notice at the same time the Owner gives the notice to the Family.
- ii. The Owner’s termination of assistance actions must be consistent with the fair housing and equal opportunity provisions of 24 CFR 5.105 and with the provisions for protection of victims of Domestic Violence, Dating Violence, or stalking in 24 CFR part 5, subpart L (See also Section 2.F and Appendix 3.C of this Administrative Plan).

d. *Other General Guidelines for the Termination of the Lease by the Owner*

i. Option to Exclude Culpable Household Member(s)

The Owner may require a Family to exclude a Household Member(s) in order to continue to reside in the assisted unit, where that Household Member(s) has participated in or been culpable for action or failure to act that warrants termination.

ii. Termination for Criminal Activity

- (A) The Owner may terminate tenancy and evict a Family by judicial action 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; and
- (B) In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a Household Member who is no longer engaged in such behavior, the Owner may consider whether such Household Member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the Owner may require the participant to submit evidence of the Household Member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

iii. Termination of Tenancy Decisions

If the law and regulation permit the Owner to take an action but do not require action to be taken, the Owner may take or not take the action in accordance with the Owner's standards for eviction. The Owner may consider all of the circumstances relevant to a particular eviction case, such as:

- (A) The seriousness of the offending action;
- (B) The effect on the community of denial or termination or the failure of the Owner to take such action;
- (C) The extent of participation by the leaseholder in the offending action;
- (D) The effect of termination of tenancy on Household Members not involved in the offending activity;
- (E) The demand for assisted housing by Families who will adhere to Lease responsibilities;
- (F) The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action; and/or
- (G) The effect of the Owner's action on the integrity of the HCV Program.

**3. Termination of the Lease by Mutual Agreement**

The Family and the Owner may at any time mutually agree to terminate the Lease.

***B. PROCESS FOR TERMINATION OF ASSISTANCE BY THE LMHA***

**1. Grounds for Termination of Assistance<sup>3</sup>**

***a. HUD-Required Grounds for Termination of Assistance***

HUD requires that LMHA terminate assistance if the Family:

- i. Has been evicted from housing assisted under the HCV Program for serious violations of the Lease;
- ii. Fails to sign and submit consent forms;

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<sup>3</sup> 24 CFR 982.552, "PHA Denial or Termination of Assistance for Family"; 24 CFR 982.553, "Denial of Admission and Termination of Assistance for Criminals and Alcohol Abusers"

- iii. 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 LMHA 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 HCV unit, the Family's assistance will be terminated. Such a Family will not be eligible to be readmitted to the HCV Program for a period of 24 months from the date of termination;<sup>4</sup>
- iv. Is absent from the assisted unit for more than 180 consecutive calendar days;
- v. Fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher learning (See Section 3.A.6);
- vi. Has 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; and/or
- vii. Has a Household Member who is a sex offender subject to a lifetime registration requirement under a state sex offender registration program; and/or
- viii. If the Head of Household is deceased and there is no Remaining Member of the Tenant Family eligible to receive continued assistance.

*b. Additional Grounds for Which LMHA May Terminate Assistance*

The LMHA may terminate assistance if the Family:

- i. Violates any Family obligations under the HCV Program;
- ii. Has a Household Member who is currently engaging in illegal use of a drug;
- iii. Has 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;
- iv. Has a Household Member who commits drug-related or violent criminal activity;
- v. Has 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;
- vi. Has 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;

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<sup>4</sup> 24 CFR 5.514, "Delay, Denial, Reduction, or Termination of Assistance"



- vii. Has a Household Member who has been evicted from Federally Assisted Housing in the last five years;
- viii. Has a Household Member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- ix. Currently owes rent or other amounts to the LMHA or to another Public Housing Agency in connection with HCV or Public Housing program assistance, (A Family who owes LMHA a debt must enter into a repayment agreement (as outlined below) or they will have their assistance terminated.) <sup>5</sup>;
- x. Has not reimbursed any Public Housing Agency for amounts paid to an Owner under a Housing Assistance Payment contract for rent, damages to the unit, or other amounts owed by the Family under the Lease;
- xi. Has breached an agreement with LMHA to pay amounts owed to a Public Housing Agency or amounts paid to an Owner by a Public Housing Agency (A Family who owes LMHA a debt must enter into a repayment agreement (as outlined below) or they will have their assistance terminated.) <sup>6</sup>;
- xii. Has engaged in or threatened abusive or violent behavior towards any LMHA staff member Household Member; and/or
- xiii. Is illegally obtaining utilities service through theft or fraudulent means, e.g., through installation of an unauthorized meter or other illegal hookup of service.
- xiv. The LMHA may terminate assistance if the Family has failed to comply with a court ordered judgment for an amount in excess of \$1,000.00 for past due rent and/or damages resulting from a previous tenancy in a unit assisted under the HCV Program. LMHA will not terminate if the Family provides one of the following by the Lease expiration date in effect at the time the court order is received by the LMHA:

(A) Written proof that the judgment has been paid; or

(B) Written proof that the Family and the previous Owner have entered into an arrangement acceptable to the previous Owner for payment of the judgment.

*c. Additional Guidelines Pertaining to Termination for Criminal Activity*

The LMHA may terminate assistance for criminal activity by a Household Member if the Housing Authority determines, based on a preponderance of the evidence, that the Household

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<sup>5</sup> HUD Notice PIH 2018-18 “Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System”.

<sup>6</sup> HUD Notice PIH 2018-18 “Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System”.

Member has engaged in the activity, regardless of whether the Household Member has been arrested or convicted of such activity.

If the LMHA proposes to terminate assistance for criminal activity as shown by a criminal record, the Housing Authority will notify the Household of the proposed action and provide the person with the criminal record (i.e., the Household 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 informal hearing procedures set forth in Section 16.C. of this Administrative Plan. The Household will have 10 calendar days to request an informal hearing in writing.

### ***C. REPAYMENT AGREEMENTS<sup>7</sup>***

When a Family owes the LMHA back charges and is unable to pay the balance by the due date, they may request that the Housing Authority allow them to enter into a repayment agreement. The LMHA has the sole discretion of whether to accept such an agreement. If feasible, the total amount paid will not exceed 40% of adjusted monthly income. All repayment agreements must be in writing, dated, and signed by both parties. They must include the following information:

1. The total retroactive rent amount owed, amount of any lump sum payment made at time of execution, and the monthly repayment amount;
2. Reference to the paragraphs in the HCV briefing packet whereby the Family is in non-compliance and may be subject to termination of assistance;
3. The monthly retroactive repayment amount is in addition to the Family's regular rent contribution and is payable to the LMHA;
4. The terms of the agreement may be renegotiated if there is a decrease or increase in the Family's income; and
5. Two consecutive missed payments constitute default of the repayment agreement and may result in termination of assistance.

Refusal to enter into a repayment agreement for monies owed will subject the Family to termination.

### ***D. TERMINATION BASED ON ASSETS<sup>8</sup>***

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<sup>7</sup> Notice PIH 2010-19, *Administrative Guidance for Effective and Mandated Use of the EIV System*

<sup>8</sup> These restrictions are also grounds for denial of eligibility, as outlined in Chapter 3(B)

1. Effective January 1, 2025, the following are grounds for termination if determined at recertification<sup>9</sup>:
  - a. The family's net assets (as defined in § 5.603) exceed \$100,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or
  - b. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
    - i. Any property for which the family is receiving assistance under [24 CFR 982.620](#); or under the Homeownership Option in [24 CFR part 982](#);
    - ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
    - iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
    - iv. Any family that is offering such property for sale.
  - c. A property will be considered “suitable for occupancy” unless the family demonstrates that it:
    - i. Does not meet the disability-related needs for all members of the family ( *e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
    - ii. Is not sufficient for the size of the family;
    - iii. Is geographically located so as to be a hardship for the family ( *e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by LMHA);
    - iv. Is not safe to reside in because of the physical condition of the property ( *e.g.*, property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
    - v. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.
  - d. Acceptable documentation; confidentiality.
    - i. LMHA may determine the net assets of a family based on a certification by the family that the net family assets (as defined in § 5.603) do not exceed \$50,000, which amount will be adjusted annually in accordance with 238 the Consumer Price Index for Urban Wage Earners and Clerical Workers, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.

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<sup>9</sup> 24 CFR 5.618, effective January 1, 2025, , PIH Notice 2023-27 “Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)”

- ii. LMHA may determine compliance with paragraph (1)(b) of this section based on a certification by a family that certifies that such family does not have any present ownership interest in any real property at the time of the income determination or review.
  - iii. When a family asks for or about an exception to the real property restriction because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, LMHA must comply with the confidentiality requirements under § 5.2007. LMHA must accept a self-certification from the family member, and the restrictions on requesting documentation under § 5.2007 apply.
- e. Delay of eviction or termination of assistance.
  - i. LMHA may delay for a period of not more than 6 months the initiation of eviction or termination proceedings of a family based on noncompliance under this provision unless it conflicts with other provisions of law.

## 13. INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Louisville Metro Housing Authority (LMHA) will inspect all units to ensure that they meet Housing Quality Standards (HQS)<sup>1</sup>. No unit will be initially placed on the Housing Choice Voucher Existing Program unless the HQS is met. Units will be inspected at least annually and at other times as needed, to determine if the units meet HQS.

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

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

### A. TYPES OF INSPECTIONS

There are six types of inspections LMHA will perform:

1. *Initial Inspection*<sup>2</sup> - An inspection that must take place to ensure that the unit passes HQS before assistance can begin.
2. *Biennial Inspection*<sup>3</sup> - A biennial<sup>4</sup> inspection to determine that the unit continues to meet HQS.
3. *Complaint Inspection* - An inspection caused by the Authority receiving a complaint on the unit by anyone.
4. *Special Inspection* - An inspection caused by a third party, i.e., HUD, needing to view the unit.
5. *Emergency* - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
6. *Quality Control Inspection* - Supervisory inspections based on at least the minimum number required by the Housing Choice Voucher Management Assessment Program (SEMAP).

The LMHA will allow two inspections at no cost to the owner for Initial Inspections and Annual Inspections. If it becomes necessary to perform a third inspection in order for a unit to pass the HQS requirements, the LMHA reserves the right to charge the owner \$25 for the third inspection

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<sup>1</sup>LMHA has been authorized by HUD to use Louisville Metro Government Property Maintenance Codes in lieu of HQS. LMHA currently has an intergovernmental agreement with the LMG Department of Codes and Regulations to inspect Housing Choice Voucher units.

<sup>2</sup> 24 CFR 982.405(a)(1)

<sup>3</sup> 24 CFR 982.405(a)(1)

<sup>4</sup> Biennial inspections are a minimum. LMHA reserves the right to inspect units annually.

and \$25 for each subsequent inspection necessary for the unit to pass HQS. For other types of inspections, there will be no charge for the first inspection, but the owner will be charged \$25 for each re-inspection where the unit fails HQS.

## ***B. OWNER AND FAMILY RESPONSIBILITY***

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

1. The owner must maintain the unit in accordance with HQS and, at the discretion of the LMHA, must comply with the City of Louisville Property Maintenance Code.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, LMHA will take prompt and vigorous action to enforce the owner obligations. The Housing Authority's remedies for such breach of the HQS include suspension or reduction of housing assistance payments and termination of the HAP contract.
3. LMHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Housing Authority and LMHA 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 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. If two consecutive checks are abated, the assistance shall be cancelled.
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, LMHA may terminate assistance to a family because of the HQS breach caused by the family.

### **B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the resident;
  - 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 participant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any LMHA approved extension).
3. If the family has caused a breach of the HQS, LMHA will take prompt and vigorous action to enforce the family obligations. The Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

### ***C. HOUSING QUALITY STANDARDS (HQS)<sup>5</sup>***

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 resident 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.

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<sup>5</sup> 24 CFR 982.401

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.
- 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 can be occupied by families with children under six years of age, excluding zero-bedroom dwellings.

During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 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 residents must pass to gain access to the unit and areas frequented by resident 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 LMHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment. All policies and procedures in accordance to Section 13.D must be followed

J. Access

1. Performance Requirement

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

K. Site and Neighborhood

1. Performance Requirement

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

2. Acceptability Criteria

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

L. Sanitary Condition

1. Performance Requirement

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

2. Acceptability Criteria

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

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If 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).
- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

N. Carbon Monoxide Detection<sup>6</sup>

1. A unit requires Carbon Monoxide Detection if it:
  - a. Contains a fuel-burning appliance or a fuel-burning fireplace,
  - b. Is served by a fuel-burning, forced-air furnace,
  - c. Is located in a building that contains fuel-burning appliance(s) or fuel-burning fireplace(s), or
  - d. Is located in a building with attached private garage
2. Buildings constructed after Jan 1, 2019 require hard-wired Carbon Monoxide detection.
3. Buildings constructed before Jan 1, 2019 may have battery-powered Carbon Monoxide detection
  1. The battery must be a ten-year lithium.
4. LMHA will provide all Owners and Tenants with information and requirements for Carbon Monoxide detection

## ***D. LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES***

A. Exempt Units

The following units are exempt from this policy as it relates to lead-based paint requirements:

1. Units built after December 31, 1977;
2. Zero bedroom and Single Room Occupancy (SRO) units;
3. Housing built for the elderly or persons with disabilities, unless a child of underage six resides or is expected to reside in such housing;
4. Properties for which a paint inspection was completed in accordance with the new regulations that became effective on September 15, 2000, and are certified to have no lead-based paint;
5. Properties in which all lead-based paint was identified, was removed, and that received clearance in accordance with the new regulations which became effective on September 15, 2000.

B. Non-Exempt or Covered Units

For dwellings built before January 1, 1978, and occupied or to be occupied by assisted families with one or more children under age six, lead-based paint requirements apply to:

1. The unit interior and exterior paint surfaces associated with the assisted unit: and
2. The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six such as play areas, and childcare facilities. Common areas also include garages and fences on the assisted property.

C. Responsibilities of LMHA and the Owner

LMHA is responsible for the following activities:

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<sup>6</sup> PIH Notice 2022-01 "Carbon Monoxide Alarms or Detectors in U.S. Housing and Urban Development (HUD)-Assisted Housing"; International Fire Code 2018

1. The visual assessment for deteriorated paint (i.e., peeling, chipping, flaking) surfaces at initial and annual inspections;
2. Assuring that clearance examinations are conducted when required;
3. Carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;
4. Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and
5. Record keeping.

Owners of units to be or that are assisted have the responsibility to:

1. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;
2. Provide all prospective families with a copy of Protect Your Family from Lead in Your Home or other EPA approved document;
3. When necessary, perform paint stabilization to correct deteriorated paint;
4. Each time paint stabilization is performed, notify the resident about the conduct of lead hazard reduction activities and clearance (if required);
5. Conduct lead hazard reduction activities when required by the Louisville Metro Housing Authority;
6. Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
7. Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking the occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.  
Before the execution of the lease the owner is required to disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior to 1978 to all prospective residents. LMHA will keep a copy of the disclosure notice executed by the owner and resident in the participant's file. The owner will keep the original disclosure notice and forward a copy of the notice to the Housing Authority.

D. Qualified Inspector

An HQS inspector or other party designated by LMHA may conduct the inspection. All inspectors must have been trained in visual assessment in accordance with procedures established by HUD.

E. Visual Assessment for Deteriorated Paint

LMHA during the initial, annual and any special inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age will conduct a visual inspection for deteriorated paint surfaces at these locations:

1. All unit interior and exterior painted surfaces associated with the assisted unit; and
2. Common areas such as common hallways, access and egress areas, playgrounds, child-care facilities, or other areas including fences and garages frequented by children under age six.

F. Stabilization of Deteriorated Paint Surfaces

When the HQS Inspector or other designated party identifies deteriorated paint surfaces (defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture), LMHA will notify and require the owner to perform stabilization of the surfaces within 30 calendar days of

the notification by the Housing Authority's inspection for occupied units and before commencement of any assisted tenancy.

Owner requirements for compliance with the Housing Authority's paint stabilization differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are differentiated characterized as above or below de minimis levels.

De minimis deteriorated paint surfaces are exceeded when one of the following occurs:

1. 20 square feet on exterior surfaces;
2. 2 square feet on an interior surface in a single room or interior space; or
3. 10% of individual small components (e.g., windowsills) on the interior or exterior.

Owners must perform paint stabilization on all deteriorated paint surfaces. Paint stabilization is defined as:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and
3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit;
4. Abrasive blasting or sandblasting without HEPA exhaust control;
5. Dry sanding and scraping except limited conditions stated above for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, will result in the disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

In addition, in order to be in compliance with HUD lead-based paint requirements if the deteriorated paint surface exceeds the de minimis level, the owner must:

1. Conduct all stabilization activities with trained staff;
2. Employ acceptable methods for preparing the surface to be treated, including wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to manufacturer's instruction;

3. Not dry sand or dry scrape within one square foot of electrical outlets;
4. Protect the occupants and their belongings from contamination;
5. Notify the occupants within fifteen (15) calendar days of stabilization activity and provide the results of the clearance examination.

*Clearance Activities:*

LMHA will be responsible for clearance activities. All clearance activities will be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

LMHA will pay for the costs of the first clearance examination. If further clearance examinations are required, the owner is responsible to cover the costs of subsequent tests.

The owner must provide LMHA with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

*Below de minimis deteriorated paint surfaces:*

If the amount of deteriorated paint is below the de minimis level, owners will not be required to perform lead-safe work practices and clearance, but owners must perform paint stabilization as follows:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and
3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit;
4. Abrasive blasting or sandblasting without HEPA exhaust control;
5. Dry sanding and scraping except limited conditions stated above for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, will result in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

*Clearance Activities:*

The owner must provide LMHA with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

G. Requirements for Children with Environmental Intervention Blood Lead Level

Elevated blood levels in children under 6 years of age occur when there are at least 5 micrograms of lead per deciliter of blood. Should LMHA receive information regarding an environmental intervention blood lead level child under age six from the family, owner, or other sources not associated with the medical health community, the Housing Authority will immediately verify the information with a public health department or other medical health care provider.

If either the public health department or private medical health agency provides verification that the child has an environmental intervention blood lead level, LMHA and/or the owner will notify the HUD field office representative within 5 business days via email. LMHA will proceed to complete a risk assessment of the unit, common areas and exterior surfaces as outlined in Subsection H below. This requirement does not apply if the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

If LMHA receives a report of an environmental intervention blood lead level child from any source other than the public health department, the Housing Authority will notify the public health department within five working days.

HUD has defined environmental intervention blood lead level as a confirmed concentration of lead in whole blood equal or greater than 20 ug/dL (micrograms of lead per deciliter) for a single test or 15-19 ug/dL in two tests taken at least three months apart in children under age six.

H. Risk Assessment

Within 15 calendar days of the notification to LMHA by a public health department or medical health care provider, the Housing Authority will complete a risk assessment of the dwelling or "index" unit, including common areas servicing the dwelling unit, if the child lived in the unit at the time the child's blood was sampled. If the public health department has already conducted an evaluation between the date the child's blood was last sample and the receipt of notification of the child's condition, the risk assessment by LMHA is not required.

LMHA will only utilize persons trained and certified by an EPA or state-approved agency to perform risk assessments. The risk assessment will identify the appropriate method of correction if correction is required.

The risk assessment will involve an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards. The investigation will include dust and soil sampling, visual evaluation, and may include paint inspections (tests for lead in paint). The assessor will issue a report to the housing authority explaining the results of the investigation, as well as option and requirements for reducing lead-based paint hazards. Upon receipt of the risk assessment, LMHA shall immediately notify the owner of its results.

The owner must notify the building residents of the results of the risk assessment within 15 calendar days of receipt of the risk assessment results from LMHA.

In a multiunit building, the owner must conduct a risk assessment in the index unit, common areas, and any other assisted units in the property with a child under the age of 6. Risk assessment of areas other than the index unit must be conducted within 30 calendar days of receiving results for a property with twenty other covered units or fewer and within 60 calendar days for a property with more than twenty other covered units.

If the unit, along with other units in a multiunit building, is scheduled for redevelopment or demolition and the tenants are relocated within 15 calendar days, a full risk assessment is not needed.

#### I. Hazard Reduction

The owner must complete reduction of identified lead-based paint hazards as identified in the risk assessment as outlined in Subsection H of this Section within 30 calendar days (or date specified by LMHA if an extension is granted for exterior surfaces).

Hazard reduction activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control. The appropriate method of correction will be identified in the risk assessment.

Hazard reduction will be considered complete by LMHA when a clearance examination has been completed and the report indicates that all identified hazards have been treated and clearance has been achieved, or when the public health department certifies that the hazard reduction is complete.

The owner must notify all building residents of any hazard reduction activities within 15 calendar days of completion of activities. The owner must also notify LMHA and the HUD field office of the results of clearance within 10 business days of passing.

Like paint stabilization compliance, when LMHA receives the owner's certification, this will signal compliance with lead hazard reduction activities.

Failure by the owner to complete hazard reduction activities (including clearance) within 30 calendar days (or later if LMHA grants an extension for exterior surfaces) of notification constitutes a violation of HQS, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when the Housing Authority notifies the owner, the unit may not be reoccupied by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement is completed.

#### J. LMHA Data Collection and Record Keeping

Quarterly, LMHA will attempt to obtain from the public health department having jurisdiction in the same area as the Housing Authority, the names and addresses of children under age six with an identified environmental intervention blood lead level.

LMHA will match information received from the health department with information about program families. If a match occurs, the Housing Authority will follow all procedures for notifying owners and conducting risk assessments as stated above.

Quarterly, LMHA will report a list of addresses of units occupied by children under age six, receiving assistance to the public health department, unless the health department indicates in writing that such a report is not necessary.

LMHA will inform owners of lead-based paint regulations especially those related to prohibited and safe work practices, resident protection during lead-based paint activities, and notification requirements. This will be accomplished through written material provided by the Housing Authority.

LMHA is responsible for issuing and maintaining in the file the notification to the owner of any needed corrections and appropriate methods to correct lead hazards, and of the deadline for completing the corrections.

LMHA is responsible for ensuring compliance with regulations.



## ***E. EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA***

LMHA allows participating households to use their housing choice voucher program assistance in a number of specialized housing types. Each of the special housing types described below is targeted to households with particular needs. The program housing quality standards (HQS) generally apply to all units, but each special type of housing has additional unique HQS standards as outlined below.

### **Single Room Occupancy (SRO)**

Pursuant to 24 CFR 982.605, a single room occupancy (SRO) unit must meet all the HQS performance requirements and acceptability criteria in §982.401 with the exception of:

#### **A. Sanitary Facilities**

1. At least one flush toilet that can be used in privacy, lavatory basin, and bathtub or shower, in proper operating condition, must be supplied for each six persons or fewer residing in the SRO housing.
2. If SRO units are leased only to males, flush urinals may be substituted for not more than one-half the required number of flush toilets. However, there must be at least one flush toilet in the building.
3. Every lavatory basin and bathtub or shower must be supplied at all times with an adequate quantity of hot and cold running water.
4. All of these facilities must be in proper operating condition and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
5. Sanitary facilities must be reasonably accessible from a common hall or passageway to all persons sharing them. These facilities may not be located more than one floor above or below the SRO unit. Sanitary facilities may not be located below grade unless the SRO units are located on that level.

#### **B. Space and Security**

1. No more than one person may reside in an SRO unit.
2. An SRO unit must contain at least one hundred ten square feet of floor space.
3. An SRO unit must contain at least four square feet of closet space for each resident (with an unobstructed height of at least five feet). If there is less closet space, space equal to the amount of the deficiency must be subtracted from the area of the habitable room space when determining the amount of floor space in the SRO unit. The SRO unit must contain

at least one hundred ten square feet of remaining floor space after subtracting the amount of the deficiency in minimum closet space.

4. Exterior doors and windows accessible from outside an SRO unit must be lockable.

#### C. Access

1. Access doors to an SRO unit must have locks for privacy in proper operating condition.
2. An SRO unit must have immediate access to two or more approved means of exit, appropriately marked, leading to safe and open space at ground level, and any means of exit required by State and local law.
3. The resident must be able to access an SRO unit without passing through any other unit.

#### D. Sprinkler System

A sprinkler system that protects all major spaces, hard wired smoke detectors, and such other fire and safety improvements as State or local law may require must be installed in each building. The term “major spaces” means hallways, large common areas, and other areas specified in local fire, building, or safety codes.

#### E. Lead-based Paint

Since the SRO units will not house children, the housing quality standards in §982.401(j), concerning lead-based paint, do not apply to SRO housing.

#### Congregate Housing

Pursuant to 24 CFR 982.609, a congregate housing unit must meet all the HQS performance requirements and acceptability criteria in §982.401 with the exception of:

##### A. Space and Security

The dwelling unit does not require a kitchen area

##### B. Food Preparation and Refuse Disposal

1. The unit must contain a refrigerator of appropriate size.
2. There must be central kitchen and dining facilities on the premises. These facilities:
  - i. Must be located within the premises, and accessible to the residents;
  - ii. Must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner;

- iii. Must be used to provide a food service that is provided for the residents, and that is not provided by the residents; and
  - iv. Must be for the primary use of residents of the congregate units and be sufficient in size to accommodate the residents.
3. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

#### Group Home

Pursuant to 24 CFR 982.614, a group home unit must meet all the HQS performance requirements and acceptability criteria in §982.401 with the exception of:

##### A. Sanitary facilities

- 1. There must be a bathroom in the unit. The unit must contain, and an assisted resident must have ready access to a flush toilet that can be used in privacy; a fixed basin with hot and cold running water; and a shower or bathtub with hot and cold running water.
- 2. All of these facilities must be in proper operating condition and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
- 3. The unit may contain private or common sanitary facilities. However, the facilities must be sufficient in number so that they need not be shared by more than four residents of the group home.
- 4. Sanitary facilities in the group home must be readily accessible to and usable by residents, including persons with disabilities.

##### B. Food preparation and service

- 1. The unit must contain a kitchen and a dining area. There must be adequate space to store, prepare, and serve foods in a sanitary manner.
- 2. Food preparation and service equipment must be in proper operating condition. The equipment must be adequate for the number of residents in the group home. The unit must contain the following equipment: a stove or range, and oven; a refrigerator; and a kitchen sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- 3. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.
- 4. The unit may contain private or common facilities for food preparation and service.

##### C. Space and security

- 1. The unit must provide adequate space and security for the assisted person.
- 2. The unit must contain a living room, kitchen, dining area, bathroom, and other appropriate social, recreational or community space. The unit must contain at least one bedroom of appropriate size for each two persons.
- 3. Doors and windows that are accessible from outside the unit must be lockable.

##### D. Structure and material

- 1. The unit must be structurally sound to avoid any threat to the health and safety of the residents, and to protect the residents from the environment.
- 2. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling or noticeable movement under walking

stress, missing parts or other significant damage. The roof structure must be firm, and the roof must be weathertight. The exterior or wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or large holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., must not present a danger of tripping or falling. Elevators must be maintained in safe operating condition.

3. The group home must be accessible to and usable by a resident with disabilities.

#### E. Site and neighborhood

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the residents. 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, sewage hazards or mud slides, abnormal air pollution, smoke or dust, excessive noise, vibrations or vehicular traffic, excessive accumulations of trash, vermin or rodent infestation, or fire hazards. The unit must be located in a residential setting.

#### Shared Home

Pursuant to 24 CFR 982.618, a shared housing unit must meet all the HQS performance requirements and acceptability criteria in §982.401 with the exception of:

#### Facilities available for family

The facilities available for the use of an assisted family in shared housing under the family's lease must include (whether in the family's private space or in the common space) a living room, sanitary facilities in accordance with §982.401(b), and food preparation and refuse disposal facilities in accordance with §982.401(c).

#### A. Space and security:

1. Each unit must contain private space for each assisted family, plus common space for shared use by the residents of the unit. Common space must be appropriate for shared use by the residents.
2. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family may not be less than the family unit size.
3. A zero- or one-bedroom unit may not be used for shared housing.

#### Cooperative housing

Pursuant to 24 CFR 982.619, a cooperative housing unit must meet all the HQS performance requirements and acceptability criteria in §982.401 with the exception of:

The family is responsible for a breach of the HQS that is caused by any of the following:

1. The family fails to perform any maintenance for which the family is responsible in accordance with the terms of the cooperative occupancy agreement between the cooperative member and the cooperative;
2. The family fails to pay for any utilities that the cooperative is not required to pay for, but which are to be paid by the cooperative member;
3. The family fails to provide and maintain any appliances that the cooperative is not required to provide, but which are to be provided by the cooperative member; or
4. Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

#### Manufactured home

Pursuant to 24 CFR 982.621, a manufactured home must meet all the HQS performance requirements and acceptability criteria in §982.401. A manufactured home also must meet the following requirements:

1. Performance requirement. A manufactured home must be placed on the site in a stable manner and must be free from hazards such as sliding or wind damage.
2. Acceptability criteria. A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

## ***F. TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS***

### **A. Correcting Initial HQS Fail Items**

LMHA 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 upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection.

If the unit fails HQS, the owner and the participant will be advised that it is necessary to contact the Housing Authority to reschedule a re-inspection when the repairs have been properly completed. Because the family has the option of requesting new lease papers and seeking another unit when a unit fails an initial inspection, the participant must contact LMHA to request the re-inspection of a unit that fails such inspection. Owners requesting re-inspections on initial fails will be advised to contact the participant. There is no time limit to correct deficiencies for an initial inspection. However, LMHA will not approve the RFTA nor the HAP contract. The time required to repair a unit should be considered by participants as they are responsible for finding units that meet requirements within the 120-day timeframe allotted by the voucher. No unit will be placed in the program until the unit meets the HQS requirements and no HAP payments will be made for residency by participants prior to units meeting HQS requirements.

**B. HQS Fail Items for Units under Contract.** If a Participant Family or government official reports a condition that is life-threatening, LMHA will order an inspection of the housing unit within 24 hours of receiving the report.<sup>7</sup> The following are considered life threatening conditions<sup>8</sup> and must be corrected within 24 hours<sup>9</sup>:

- a. Gas (natural or liquid petroleum) leak or fumes
- b. Electrical hazards that could result in shock or fire
- c. Inoperable or missing smoke detector
- d. Interior air quality (inoperable or missing carbon monoxide detector, where required)
- e. Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting
- f. Lack of alternative means of exit in case of fire or blocked egress
- g. Other interior hazards (missing or damaged fire extinguisher, where required)
- h. Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child under 6 years of age

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<sup>7</sup> 24 CFR 982.405(g)

<sup>8</sup> PIH Notice 2017-20 (HA)

<sup>9</sup> 24 CFR 982.404(a)(3)

- i. Any other condition subsequently identified by HUD as life-threatening in a notice published in the Federal Register
2. If a Participant Family or government official reports a condition that is not life-threatening then LMHA will inspect the unit within 15 days of receiving the notification<sup>10</sup>. Non life-threatening conditions must be corrected within 30 days.<sup>11</sup>
3. If it is clear that the Participant Family caused the reported condition, the Family is responsible for correction of the condition within the same timeframes.<sup>12</sup> Otherwise, the Owner is responsible for the correction.
4. If the Owner fails to correct the HQS failed item(s) after proper notification has been given, LMHA will abate payment and terminate the contract in accordance with Sections 12 and 17 of this Administrative Plan.
5. If the Participant fails to correct the HQS failed item(s) that are Family-caused after proper notification has been given, LMHA will terminate assistance for the Family in accordance with Sections 12 and 17.
6. At the sole discretion of LMHA, extensions of up to 30 calendar days may be granted to permit an Owner to complete repairs.<sup>13</sup>
7. If repairs are not completed within 60 calendar days after the initial inspection date, LMHA will abate the rent and cancel the HAP contract for Owner noncompliance.
  - a. 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.

**C. Units in Exception Payment Standard Areas**<sup>14</sup>

When a unit is located in an approved exception payment standard area or when a unit was constructed on or after January 1, 1990, LMHA will conduct HQS inspections at least biennially.

## **G. ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies but has failed to do so within 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, LMHA will end the abatement retroactive to the day that notification is given that the repairs have been made if the unit passes the subsequent inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For participant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The participant is held to the same standard and timeframes for correction of

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<sup>10</sup>24 CFR 982.405(g).

<sup>11</sup> 24 CFR 982.404(a)(3)

<sup>12</sup> 24 CFR 982.404(b)(2)

<sup>13</sup> 24 CFR 982.404(a)(3)

<sup>14</sup> MTW Activity 2018-2: HCV Owner Leasing Incentives in conjunction with PIH 2016-05 (HA) Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies. Attachment K: Biennial Inspections and the Use of Alternative Inspection Methods and Inspection Timeframes.

deficiencies as owners. If repairs are not completed by the deadline, LMHA will send a notice of termination to both the participant and the owner. The participant will be given the opportunity to request an informal hearing.

HAP contracts will be terminated after giving the owner 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. The landlord may not terminate the tenancy of the tenant because of the abatement by LMHA.

## 14. RECERTIFICATION<sup>1</sup>

### A. *CHANGES IN LEASE OR RENT*

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Louisville Metro Housing Authority (LMHA) a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan. Owners must notify LMHA of any changes in the amount of the rent at least 60 calendar days before the changes go into effect. Any such changes are subject to the Housing Authority determining them to be reasonable.

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

1. Requirements governing participant or owner responsibilities for utilities or appliances;
2. In the lease terms reducing the length of the lease;
3. If the participant moves to a new unit, even if the unit is in the same building or complex.

LMHA approval is not required for changes other than those specified in 1, 2, or 3 above. However, owners wishing to change ownership must receive the written permission of the Housing Authority prior to assigning a HAP contract. The owner shall inform LMHA of the impending change and give the Authority three calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner. Approval shall not be unreasonably withheld.

### B. *REEXAMINATION*<sup>2</sup>

At least biennially (within 730 calendar days of the anniversary date of the HAP contract) LMHA 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.

LMHA will contact families prior to beginning the recertification process to determine which families wish to move and which families wish to remain in their current units. The certification process for families that wish to remain in their current units will be accomplished by mail or web portal, once Rent Café is available. Those that indicate that they wish to move will be scheduled an appointment and notified of the date and time of the appointment.

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

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<sup>2</sup> MTW Activity 2007-1, "Streamlined Recertification"



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

### **1. Effective Date of Rent Changes for Regularly-Scheduled 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 retroactive to the first day of the month when the circumstances resulting in rent reduction occurred.

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 when the circumstances resulting in rent reduction occurred.

### **2. Missed Appointments**

LMHA will provide seven (7) calendar days notice for appointments. If a Housing Choice Voucher participant cannot keep the scheduled reexamination appointment, they must contact the LMHA Office at least three (3) calendar days prior to the appointment to advise that the appointment will not be kept. If a participant is unable to keep an appointment for a lease cancellation, an income change or other type change, the LMHA is to be notified as far in advance of the scheduled appointment as possible that the appointment cannot be kept. Failure to provide advance notification of the inability to come to an appointment will be grounds for removal from the program.

Families who provide advance notification that an appointment cannot be kept will be issued a second letter. The second letter will advise the participant to call in for an appointment, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the LMHA taking action to terminate the family's assistance. A termination letter will be sent to the family for failure to attend the re-scheduled appointment. This letter will inform the family of its right to request an informal hearing.

## ***C. INTERIM REEXAMINATIONS***

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

Families will not be required to report any increase in income or decreases in allowable expenses between regular reexaminations.

Families are required to report the following changes to LMHA within 14 calendar days between regular reexaminations. These changes will trigger an interim reexamination.

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

In circumstances of a family break-up, LMHA 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, LMHA 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, LMHA will make determinations on a case by case basis.

LMHA will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.C.

In order to add a household member other than through birth, adoption, or court-awarded custody (including a live-in aide) the family must request that the new member be added to the lease.

Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number in accordance with Chapter 3 (A) (4) of this plan 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.

LMHA 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 Louisville Metro Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.C.2.

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, LMHA will take timely action to process the interim reexamination and recalculate the family share.

### **1. Special Reexaminations**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, LMHA may schedule special reexaminations every 90 calendar days until the income stabilizes and an annual income can be determined.

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

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family 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, the effective date of rent change will be the first day of the month when the circumstances resulting in rent reduction occurred or the effective date of the last regularly-scheduled reexamination, whichever is later.

### **3. Limitation to Interim Reexaminations**

Pending HUD approval of a non-significant change to MTW Activity 2007-1 “Streamlined Recertification Process”, Families on a Biennial Recertification cycle will be limited to two interim reexaminations, with the following hardship exceptions:

-Elderly and disabled households will be exempt from this limitation and able to request an interim reexamination at any time.

-Households that add a family member through addition of a live-in aide or foster child/adult or through the birth of a child or adoption will also be exempted.

-LMHA will allow a family to request an additional interim reexamination if the family experiences a long-term loss of income (90 days or longer) due to circumstances beyond the family’s control.

Examples of such circumstances include:

- A medical condition (or death) that prevents an adult family member from working when loss of employment is not covered by paid medical benefits; or
- Loss of employment due to reduction in work force or closure of the place of employment where employment income loss is not covered by severance pay or separation benefits.

-Families who meet the criteria listed above must submit their request in writing via mail, fax, or email to their Property Management Office (Public Housing) or Housing Specialist (HCV Program) stating both the reason for the hardship and its expected duration.

-Requests will be considered on a case-by-case basis and weighed against other local resources available to the family.

-Families granted an additional interim reexamination will be allowed to receive an income decrease following LMHA’s standard policies and procedures.

-No more than one such exemption will be granted to any given family more than once in a 12-month period.

#### ***D. HOUSING AUTHORITY MISTAKES IN CALCULATING RENT***

If LMHA makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of 12 months. The refund shall be given to the resident as soon as practical unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between refund via check or credit towards future rent payments..

#### ***E. RECERTIFICATION CHANGES EFFECTIVE JAN 1, 2025***

A. *Verification of assets.* For a Family with Net Family Assets (as the term is defined in § 5.603) equal to or less than \$50,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, an Owner may accept, for purposes of recertification of income, a Family's declaration under § 5.618(b)<sup>3</sup>

B. *Interim Reexaminations*<sup>4</sup>:

(1) A Family may request an interim determination of Family income or composition because of any changes since the last determination. LMHA must conduct any Interim Reexamination within a reasonable period of time after the Family request or when LMHA becomes aware of an increase in Family adjusted income. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but generally should not be longer than 30 days after changes in income are reported.

(2) LMHA may decline to conduct an Interim Reexamination of Family income if the Housing Authority estimates the Family's adjusted income will decrease by an amount that is less than ten percent of the Family's annual adjusted income (or a lower amount established by HUD through notice).

(3) LMHA must conduct an Interim Reexamination of Family income when LMHA becomes aware that the Family's adjusted income has changed by an amount that the Housing Authority estimates will result in an increase of ten percent or more in annual adjusted income or such other amount established by HUD through notice, except:

(i) LMHA may not consider any increase in the earned income of the Family when estimating or calculating whether the Family's adjusted income has increased, unless the

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<sup>3</sup> 24 CFR 5.659, effective January 1, 2025, , PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)"

<sup>4</sup> 24 CFR 982.516, effective January 1, 2025, , PIH Notice 2023-27 "Implementation Guidance: Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA)"

Family has previously received an interim reduction under paragraph (B)(1) of this section during the certification period; and

(ii) LMHA may choose not to conduct an Interim Reexamination in the last three months of a certification period.

*C. Effective date of rent changes.*

(1).If the Family has reported a change in Family income or composition in a timely manner according to LMHA's policies, LMHA must provide the Family with 30 days advance notice of any Family Share and Family Rent to Owner increases, and such increases will be effective the first day of the month beginning after the end of that 30-day period. Family Share and Family Rent to Owner decreases will be effective on the first day of the first month after the date of the reported change leading to the Interim Reexamination of Family income.

(2) If the Family has failed to report a change in Family income or composition in a timely manner according LMHA's policies, LMHA must implement any resulting Family Share and Family Rent to Owner increases retroactively to the first of the month following the date of the change leading to the Interim Reexamination of Family income. Any resulting Family Share and Family Rent to Owner decrease must be implemented no later than the first rent period following completion of the Reexamination.

(i)LMHA will apply a Family Share and Family Rent to Owner decrease retroactively in accordance with “Housing Authority Mistakes in Calculating Rent” above.

(ii) A retroactive Family Share and Family Rent to Owner decrease may not be applied prior to the later of the first of the month following:

(a) The date of the change leading to the Interim Reexamination of Family income; or

(b) The effective date of the Family's most recent previous Interim or Regularly-Scheduled Reexamination (or initial examination if that was the Family's last examination).

## 15. TERMINATION OF THE CONTRACT<sup>1</sup>

The term of the Lease and the term of the Housing Assistance Payments (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 Participant, 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 the Louisville Metro Housing Authority (LMHA). Under some circumstances the contract automatically terminates.

### 1. Automatic termination of the contract

- a. If LMHA terminates assistance to the Family, the contract terminates automatically.
- b. If the Family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last Housing Assistance Payment to the Owner.

### 2. Termination of the contract by the Owner

The Owner may only terminate tenancy in accordance with the Lease and state and local law.

### 3. Termination of the HAP contract by LMHA

LMHA may terminate the HAP contract because:

- a. LMHA has terminated assistance to the Family.
- b. The unit does not meet Housing Quality Standards (HQS) space standards because of an increase in Family size or change in Family composition.
- c. When the Family breaks up and LMHA determines that the Family Members who move from the unit will continue to receive the assistance.
- d. LMHA determines that there is insufficient funding in their contract with HUD to support continued assistance for Families in the Program.
- e. The Owner has breached the contract in any of the following ways:
  - i. If the Owner has violated any obligation under the HAP contract for the dwelling unit, including the Owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the Owner has violated any obligation under any other HAP contract under Housing Choice Voucher of the 1937 Act.
  - iii. If the Owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the Owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the Owner has engaged in drug-related criminal activity or any violent criminal activity.

### 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, LMHA will continue to make payments until the Owner obtains a judgment or the Family moves out.



## **16. COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### ***A. COMPLAINTS***

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

### ***B. INFORMAL REVIEW FOR THE APPLICANT***

#### *Informal Review for the Applicant*

The Louisville Metro Housing Authority will give an applicant for participation in the Housing Choice Voucher Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Louisville Metro Housing Authority decision. The notice will state that the applicant may request an informal review within seven business days of the denial and will describe how to obtain the informal review.

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

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

#### *Informal Review Process*

The Louisville Metro Housing Authority will give an applicant an opportunity for an informal review of the Louisville Metro 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 Louisville Metro 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 Louisville Metro Housing Authority decision.
3. The Louisville Metro Housing Authority will notify the applicant of the Louisville Metro Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

#### *Considering Circumstances*

In deciding whether to deny assistance to an applicant 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 of assistance on other family members who were not involved in the action or failure.

The Housing Authority 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 Housing Authority may permit the other members of a participant family to receive assistance.

If the Housing Authority seeks to deny 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 assistance. In determining whether to deny assistance for these reasons the Louisville Metro Housing Authority will consider evidence of whether the household member 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.

#### *Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status*

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

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

### **C. INFORMAL HEARINGS FOR PARTICIPANTS**

#### *When a Hearing is Required*

1. The Louisville Metro Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Louisville Metro Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Louisville Metro 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 Louisville Metro Housing Authority utility allowance schedule.
  - C. A determination of the family unit size under the Louisville Metro Housing Authority subsidy standards.
  - D. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - E. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Louisville Metro Housing Authority policy and HUD rules.
  - F. Denial of a hardship exemption to the minimum rent requirement.
2. In cases described in paragraphs 16.C.1.D-F. of this Section, the Louisville Metro Housing Authority will give the opportunity for an informal hearing before the Louisville Metro Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

#### When a Hearing is not Required

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

Discretionary administrative determinations by the Louisville Metro Housing Authority.

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

#### Notice to the Family

- 1. In the cases described in paragraphs 16.C.1.A-C. of this Section, the Louisville Metro Housing Authority will notify the family that the family may ask for an explanation of the basis of the Louisville Metro Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
- 2. In the cases described in paragraphs 16.C.1.D-F. of this Section, the Louisville Metro Housing Authority will give the family prompt written notice that the family may request a hearing within seven calendar days of the notification. The notice will:
  - A. Contain a brief statement of the reasons for the decision; and
  - B. State if the family does not agree with the decision, the family may request an informal hearing in writing on the decision within 10 calendar days of the notification.

#### Hearing Procedures

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

1. Discovery

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

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

2. Representation of the Family

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

3. Hearing Officer

- A. The hearing will be conducted by a neutral third-party, whom is not staff employed by the Louisville Metro Housing Authority.
- B. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Louisville Metro Housing Authority hearing procedures.

4. Evidence

The Louisville Metro 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. For a termination hearing the Louisville Metro Housing Authority will present evidence to the impartial hearing officer regarding the alleged reasons for the termination and will have to meet the burden of putting on clear and convincing evidence.

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 Louisville Metro Housing Authority is not bound by a hearing decision:

- A. Concerning a matter for which the Louisville Metro 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 Louisville Metro Housing Authority hearing procedures.
- B. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- C. If the Louisville Metro Housing Authority determines that it is not bound by a hearing decision, the Louisville Metro Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

7. Considering Circumstances

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

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

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

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

The participant family may request that the Louisville Metro Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant 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 INS appeal decision.

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

9. Hearings may be conducted via mail, electronic mail, telephone, and video call, as appropriate<sup>2</sup>.

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<sup>2</sup> PIH HUD notice 2020-32, "Guidance for PHAs on the Allowability of Remote Hearings and Remote Briefings

## **17. PROJECT-BASED ASSISTANCE<sup>1</sup>**

### ***A. AN OVERVIEW OF THE PROJECT-BASED VOUCHER PROGRAM<sup>2</sup>***

A Public Housing Agency, such as the Louisville Metro Housing Authority (LMHA), that already administers a tenant-based Housing Choice Voucher (HCV) Program may opt to utilize up to 20% of the voucher budget authority allocated to it by HUD to operate a Project-Based Voucher (PBV) Program. While tenant-based HCV vouchers are issued to individual Families, the federal assistance associated with project-based vouchers is effectively “attached” to a structure (units within a building).

The Public Housing Agency enters into a Housing Assistance Payment (HAP) contract with an Owner for specified units. In the case of housing to be constructed or rehabilitated, the housing is developed under an Agreement to enter into a Housing Assistance Payment contract (AHAP), and a HAP contract is executed after the Owner completes the construction or rehabilitation of the units. During the term of the HAP contract, the Public Housing Agency makes Housing Assistance Payments to the Owner for units leased and occupied by eligible Families.

### ***B. SELECTION OF PROPERTIES FOR RECEIPT OF PROJECT-BASED ASSISTANCE***

#### **1. Selection Process<sup>3</sup>**

LMHA will select PBV housing units for project-based assistance through one of the following three methods:

##### ***a. Selection Based on Previous Competition***

LMHA may select, without competition, a) a proposal for housing currently or formerly assisted with either 4% or 9% LIHTCs, provided that the LIHTC award did not involve any consideration that the project would receive PBV assistance; or b) a proposal for a federal, state, or local government housing assistance, community development, or supportive services program that required competitive selection of proposals (e.g., HOME, Louisville CARES, Louisville Affordable Housing Trust Fund, previous LMHA-issued RFP or RFQ, etc.) where the proposal was selected in accordance with such program’s competitive selection requirements within ten years of the PBV proposal selection date, and that did not consider that the project would receive PBV assistance. Under this subsection, the vouchers can be project-based merely on a vote of the Board of Commissioners.<sup>4</sup>

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<sup>2</sup> 24 CFR 983.5, “Description of the PBV Program”; 24 CFR 983.6, “Maximum Amount of PBV Assistance”

<sup>3</sup> 24 CFR 983.51, “Owner Proposal Selection Procedures”

<sup>4</sup>MTW Activity #2019-1, “Enhancements to Local Project-Based Voucher Program”

*b. Issuance of a Request for Proposals*

LMHA will issue a Request for Proposals (or Request for Qualifications, as appropriate) inviting interested Owners to participate in the Housing Authority's PBV Program according to its customary Procurement Policy, which incorporates broad public notice of the opportunity, including publication of the public notice in the jurisdiction's local newspaper of general circulation (*Courier-Journal*). The public notice will specify the submission deadline.

The Request for Proposals instrument will describe detailed application and selection information and will be provided at the request of interested parties. The instrument will also be made available on the Housing Authority's website ([www.lmha1.org](http://www.lmha1.org)).

The Request for Proposals may be limited to a specific site or sites or to geographic areas that meet certain criteria (for example, non-impacted census tracts).<sup>5</sup>

The RFP may include all forms of housing or specific categories (e.g., newly constructed housing, Elderly housing, Disabled housing, etc.).

The RFP may also seek proposals to project-base HUD Veterans Affairs Supportive Housing (VASH) vouchers.<sup>6</sup>

*c. LMHA-Owned Units*

The Housing Authority may select LMHA-owned housing projects for project-based assistance without a competitive process and without HUD approval<sup>7</sup>;

**2. Selection Requirements**

Regardless of the manner of selection, all projects awarded PBV assistance must meet the standards enumerated in this section.<sup>8</sup>

- a. *Special Housing Types.* Although Public Housing Agencies may opt to award project-based assistance to Single-Room Occupancy (SRO) Housing, Congregate Housing, Group Homes, Cooperative Housing, and/or Manufactured Homes, they are not permitted to award such assistance to Shared Housing or Homeownership units or for Manufactured Home Space rental.<sup>9</sup>
- b. Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution are not eligible for PBV assistance;
- c. Nursing homes and facilities providing continuous psychiatric, medical, nursing services,

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<sup>5</sup>MTW Activity #2019-1, "Enhancements to Local Project-Based Voucher Program"

<sup>6</sup>82 FR 5458, Housing Opportunity Through Modernization Act of 2016: Implementation of Various Section 8 Provisions, 18 January 2017

<sup>7</sup>MTW Activity #2019-1, "Enhancements to Local Project-Based Voucher Program"

<sup>8</sup> 24 CFR 983.53, "Prohibition of Assistance for Ineligible Units"

<sup>9</sup> 24 CFR 983.9, "Special Housing Types"

board and care, or intermediate care are not eligible for PBV assistance. However, Public Housing Agencies are permitted to attach PBV assistance for a dwelling unit in an assisted living facility that provides home health care services such as nursing and therapy for residents of the housing;

- d. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution are not eligible for assistance;
- e. Public Housing Agencies are not permitted to attach or pay PBV assistance for a unit occupied by an Owner of the housing. A member of a Cooperative who owns shares in the project assisted under the PBV program shall not be considered an Owner for purposes of participation in the PBV program;
- f. Before a Public Housing Agency selects a specific unit to which assistance is to be attached, the Agency must determine whether the unit is occupied and, if occupied, whether the unit's occupants are eligible for assistance. The Agency must not select or enter into an AHAP or a HAP contract for a unit occupied by a Family ineligible for participation in the PBV Program;
- g. Public Housing Agencies are not permitted to attach or pay PBV assistance for units for which construction or rehabilitation has commenced after proposal submission and prior to execution of an AHAP.

For the purpose of this determination, “construction” begins when excavation or site preparation (including clearing of the land) begins for the housing. “Rehabilitation” begins with the physical commencement of rehabilitation activity on the housing<sup>10</sup>;

- h. A PHA is not permitted to attach or pay PBV assistance to units in any of the following types of subsidized housing:<sup>11</sup>
  - i. A public housing dwelling unit;
  - ii. A unit subsidized with any other form of Section 8 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 PHA may attach assistance to a unit subsidized with Section 236

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<sup>10</sup> 24 CFR 983.152, “Purpose and Content of the Agreement to Enter into HAP Contract”

<sup>11</sup> 24 CFR 983.54, “Prohibition of Assistance for Units in Subsidized Housing”

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 PHA 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 PHA 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);
- i. A Public Housing Agency may provide PBV assistance only in accordance with HUD subsidy layering regulations (24 CFR 4.13) and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) HAP subsidy under the PBV Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits. The subsidy layering requirements are not applicable to existing housing. A further subsidy layering review is not required for housing selected as new construction or rehabilitation of housing, if HUD's designee has conducted a review, which included a review of PBV assistance, in accordance with HUD's PBV subsidy layering review guidelines.

A Public Housing Agency is not permitted to enter into an AHAP or a HAP contract until HUD or a housing credit agency approved by HUD has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

The HAP contract must contain the Owner's certification 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 assistance disclosed in the subsidy layering review in accordance with HUD requirements<sup>12</sup>;

- j. Up to 100% of units within any given project may be awarded PBV assistance. However, in furtherance of the Housing Authority's commitment to the development of mixed-income housing, at its sole discretion, LMHA may limit the percentage of units that may be project-based at any given project to some amount less than 100%<sup>13</sup>;
- k. *General Site Selection Standards.*<sup>14</sup> A Public Housing Agency may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an AHAP or a HAP contract for units on the site, unless the Agency has determined that:
  - i. Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. This determination will be made in a manner consistent with this Administrative Plan and with the Housing Authority's Local Project-Based Voucher Program MTW activity (#48-2017), which can be found in LMHA's MTW Annual Plan. In making this determination, the Housing Authority will consider the following factors:
    - (A) Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
    - (B) Whether a PBV 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;
    - (C) Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;
    - (D) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
    - (E) Whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;
    - (F) If the poverty rate in the area where the proposed PBV development will be located is greater than 20%, LMHA will consider whether in the past five years there has been an overall decline in the poverty rate;
    - (G) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.

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<sup>12</sup> 24 CFR 983.55, "Prohibition of Excess Public Assistance"

<sup>13</sup> MTW Activity #2019-1 "Enhancements to Local Project-Based Voucher Program"

<sup>14</sup> 24 CFR 983.57(b), "Compliance with PBV Goals, Civil Rights Requirements, and HQS "

- ii. The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d(4)) and HUD's implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3629); and HUD's implementing regulations at 24 CFR parts 100 through 199; Executive Order 11063 (27 FR 11527; 3 CFR, 1959-1963 Comp., p. 652) and HUD's implementing regulations at 24 CFR part 107. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5).
  - iii. The site meets the HQS site standards at 24 CFR 982.401(l);
- l. *Site Selection Standards Applicable Only to Existing Housing and Rehabilitated PBV Housing.*<sup>15</sup> A site for existing or rehabilitated housing must meet 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.);
  - ii. Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
  - iii. 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;
- m. *Site Selection Standards Applicable Only to Newly Constructed PBV Housing.*<sup>16</sup> 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 a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents. The site must not be located in an area of minority concentration, unless one of the two

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<sup>15</sup> 24 CFR 983.57(d), "Existing and Rehabilitated Housing Site and Neighborhood Standards"

<sup>16</sup> 24 CFR 983.57(e), "New Construction Site and Neighborhood Standards"

following conditions is met:

(A) Sufficient, Comparable Opportunities Standard. Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration.

- (1) In this context, “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, that, over a period of several years, will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance in any jurisdiction must 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.
- (2) Units may 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 this “sufficient, 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:

- (1) A significant number of assisted housing units are available outside areas of minority concentration.
- (2) 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.
- (3) There are racially integrated neighborhoods in the locality.
- (4) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration.
- (5) 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.
- (6) A significant proportion of minority households has been successful in finding

units in non-minority areas under the tenant-based assistance programs.

(7) Comparable housing opportunities have been made available outside areas of minority concentration through other programs; or

(B) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

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.

- iii. 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.
  - iv. 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 actively in progress a concerted program to remedy the undesirable conditions.
  - v. 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.
  - vi. 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;
- n. *Environmental Review*.<sup>17</sup>
- i. LMHA will not enter into an AHAP or a HAP contract with an Owner, and the Housing Authority, the Owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or

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<sup>17</sup> 24 CFR 983.58, “Environmental Review.”

expend program or local funds for PBV activities under this part, until one of the following occurs:

- (A) The responsible entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and HUD has given a release of funds.

For the purpose of environmental review, a “release of funds” means that HUD has approved the Housing Authority’s Request for Release of Funds and Certification by issuing a Letter to Proceed (in lieu of using form HUD-7015.16) that authorizes LMHA to execute an AHAP or, for existing housing, to directly enter into a HAP contract with an Owner of units selected under the PBV Program;<sup>18</sup>

- (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 LMHA in writing of environmental approval of the site.
- ii. HUD will not approve the release of funds for PBV assistance if LMHA, the Owner, or any other party commits funds (*i.e.*, enters an AHAP or otherwise incurs any costs or expenditures to be paid or reimbursed with such funds) before the Housing Authority submits and HUD approves its request for release of funds (where such submission is required).
  - iii. LMHA will oblige the Owner to carry out any mitigating measures required as a result of the environmental review;

### 3. Notice of Proposal Selection<sup>19</sup>

LMHA will give prompt written notice to the party that submitted a selected proposal and will also give prompt public notice of such selection. Public notice procedures may include publication of a public notice in a local newspaper of general circulation (*Courier-Journal*) and other means that provide broad public notice. LMHA will make documentation regarding the basis for the Housing Authority’s selection of a PBV proposal available for public inspection.

## C. REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

This Section 17.C applies only 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.<sup>20</sup>

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<sup>18</sup> 24 CFR 983.3, “PBV Definitions”

<sup>19</sup> 24 CFR 983.51, “Owner Proposal Selection Procedures”

<sup>20</sup> 24 CFR 983.151, “Applicability”

**1. Agreement to Enter into a HAP Contract (AHAP)<sup>21</sup>**

The AHAP is the HUD-approved legal instrument through which the Owner agrees to develop the contract units to comply with the Housing Authority's criteria for decent, safe, and sanitary units, and LMHA agrees that, upon timely completion of such development in accordance with the terms of the AHAP, the Housing Authority will enter into the HAP contract with the Owner for the contract units.

- a. LMHA will not enter into an AHAP if construction or rehabilitation has commenced after proposal submission but before execution of the AHAP. For the purpose of this determination, "construction" begins when excavation or site preparation (including clearing of the land) begins for the housing. "Rehabilitation" begins with the physical commencement of rehabilitation activity on the housing.
- b. LMHA will not enter into an AHAP until both the subsidy layering and environmental reviews are completed, and the Housing Authority has received the environmental approval.<sup>22</sup>
- c. Required LMHA criteria for decent, safe, and sanitary housing that exceed HUD's Housing Quality Standards will be specified in the AHAP.
- d. At a minimum, the AHAP must describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the PBV 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 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 (29 U.S.C. 794) and implementing regulations at 24 CFR 8.22 and 8.23 apply to units included in the AHAP. If these requirements are applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the AHAP;

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<sup>21</sup> 24 CFR 983.152, "Purpose and Content of the Agreement to Enter Into HAP Contract"

<sup>22</sup> 24 CFR 983.153, "When Agreement Is Executed"

- vii. Estimated initial Rents to Owner for the contract units; and
- viii. Description of the work to be performed under the AHAP. If the AHAP is for rehabilitation of units, the work description must include the rehabilitation work write up and, where determined necessary by LMHA, specifications and plans. If the AHAP is for new construction, the work description must include the working drawings and specifications.

## 2. Development Requirements<sup>23</sup>

The Owner must carry out development work in accordance with the AHAP and with the following requirements:

### *a. Labor Standards*

- i. In the case of an AHAP for development of nine or more contract units (whether or not completed in stages), the Owner and the Owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.
- ii. The HUD-approved form of the AHAP shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.
- iii. 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. LMHA will monitor compliance with labor standards.

### *b. Equal Opportunity*

#### i. Section 3 – Training, Employment, and Contracting Opportunities

The Owner must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations at 24 CFR part 135.

#### ii. Equal Employment Opportunity

The Owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended (3 CFR, 1964-1965 Comp., p. 339), 11625 (3 CFR, 1971-1975 Comp., p. 616), 12432 (3 CFR, 1983 Comp., p. 198) and 12138 (3 CFR, 1977 Comp., p. 393).

### *c. Eligibility to Participate in Federal Programs and Activities*

The AHAP and HAP contracts shall include a certification by the Owner that the Owner

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<sup>23</sup> 24 CFR 983.154, "Conduct of Development Work"

and other project principals (including the 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.

*d. Disclosure of Conflict of Interest*

The Owner must disclose any possible conflict of interest that would be a violation of the AHAP, the HAP contract, or HUD regulations.

*e. Broadband Infrastructure<sup>24</sup>*

Any new construction or substantial rehabilitation of a building with more than four rental units must include installation of broadband infrastructure. Broadband infrastructure includes cables, fiber optics, wiring, or other permanent (integral to the structure) infrastructure, including wireless infrastructure, that is capable of providing access to Internet connections in individual housing units, and that meets the definition of “advanced telecommunications capability” determined by the Federal Communications Commission under section 706 of the Telecommunications Act of 1996 (47 U.S.C. 1302).

For the purpose of determining whether the installation of broadband infrastructure is required, the term “substantial rehabilitation” means work that involves:

- i. Significant work on the electrical system of the multifamily rental housing. “Significant work” means complete replacement of the electrical system or other work for which the pre-construction cost estimate is equal to or greater than 75% of the cost of replacing the entire electrical system. In the case of multifamily rental housing with multiple buildings with more than four units, “entire system” refers to the electrical system of the building undergoing rehabilitation; or
- ii. Rehabilitation of the multifamily rental housing in which the pre-construction estimated cost of the rehabilitation is equal to or greater than 75% of the total estimated cost of replacing the multifamily rental housing after the rehabilitation is complete. In the case of multifamily rental housing with multiple buildings with more than four units, the replacement cost must be the replacement cost of the building undergoing rehabilitation.

The installation of broadband infrastructure is not required when the Owner determines and documents the determination that:

- i. The location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible;
- ii. The cost of installing broadband infrastructure would result in a fundamental

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<sup>24</sup> 24 CFR 983.157, “Broadband Infrastructure”; 24 CFR 5.100, “Definitions”



- alteration in the nature of its program or activity or in an undue financial burden; or
- iii. The structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

### **3. Housing Completion**

#### *a. Documenting Housing Completion<sup>25</sup>*

The Owner must develop and complete the housing in accordance with the AHAP. The AHAP must specify the deadlines for completion of the housing and for submission by the Owner of the required evidence of completion.

The required evidence of completion shall consist of:

#### *i. Minimum Submission*

At a minimum, the Owner must submit the following evidence of completion to LMHA in the form and manner required by the Housing Authority:

- (A) Owner certification that the work has been completed in accordance with the Housing Authority's criteria for decent, safe, and sanitary housing and all requirements of the AHAP; and
- (B) Owner certification that the Owner has complied with labor standards and equal opportunity requirements in development of the housing.

#### *ii. Additional Documentation*

At the Housing Authority's discretion, the AHAP may specify additional documentation that must be submitted by the Owner as evidence of housing completion. For example, such documentation may include:

- (A) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements); and
- (B) An architect's certification that the housing complies with:
  - (1) HUD housing quality standards;
  - (2) State, local, or other building codes;
  - (3) Zoning;
  - (4) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or

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<sup>25</sup> 24 CFR 983.155, "Completion of Housing"

(5) Any additional design or quality requirements pursuant to the AHAP.

#### **4. LMHA Acceptance of Completed Units<sup>26</sup>**

When LMHA has received Owner notice that the housing is completed, the Housing Authority will inspect the units to determine if the housing has been completed in accordance with the AHAP, including compliance with the Housing Authority's criteria for decent, safe, and sanitary housing, except that in lieu of LMHA inspection of the units, the Owner may submit the Certificate of Occupancy issued by Louisville Metro Government.<sup>27</sup> LMHA will determine if the Owner has submitted all required evidence of completion.

If LMHA determines that the housing has been completed in accordance with the AHAP and that the Owner has submitted all required evidence of completion, the Housing Authority will submit the HAP contract for execution by the Owner and will then execute the HAP contract.

If the work has not been completed in accordance with the AHAP, LMHA will not enter into a HAP contract with the Owner.

### ***D. THE HAP CONTRACT***

The HAP contract is the HUD-approved legal instrument that describes the terms under which LMHA will make Housing Assistance Payments to the Owner. Housing assistance is paid for contract units leased and occupied by eligible Families during the HAP contract term.

With the exception of single-family scattered site projects, a HAP contract covers a single project. If multiple projects exist, each project is covered by a separate HAP contract.<sup>28</sup>

#### **1. Contents of HAP Contract<sup>29</sup>**

The HAP contract must include:

- a. The total number of contract units by number of bedrooms;
- b. 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;
- c. 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 (square footage) of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

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<sup>26</sup> 24 CFR 983.156, "PHA Acceptance of Completed Units"

<sup>27</sup> MTW Activity #2019-1 "Enhancements to Local Project-Based Voucher Program"

<sup>28</sup> 24 CFR 983.202, "Purpose of HAP Contract"

<sup>29</sup> 24 CFR 982.203, "HAP Contract Information"

- d. Services, maintenance, and equipment to be supplied by the Owner without charges in addition to the Rent to Owner;
- e. 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.
- f. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
- g. The HAP contract term; and
- h. The initial Rent to Owner (for the first 12 months of the HAP contract term).

**2. HAP Contract Certifications<sup>30</sup>**

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 Housing Authority's criteria for decent, safe, and sanitary housing to include HUD's Housing Quality Standards.
- 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, and the Lease is in accordance with the HAP contract and HUD requirements.
- d. 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.
- e. The Owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any Family Member residing in a contract unit. This provision may be waived if LMHA determines that approving the unit would provide Reasonable Accommodation for a Family Member who is a Person with Disabilities.<sup>31</sup>
- f. The amount of the Housing Assistance Payment is the correct amount due under the HAP contract.

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<sup>30</sup> 24 CFR 983.210, "Owner Certification"

<sup>31</sup> 24 CFR 983.251, "How Participants Are Selected"

- g. The Rent to Owner for each contract unit does not exceed rents charged by the Owner for other comparable unassisted units.
- h. 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, LMHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The Family does not own or have any interest in the contract unit. The certification required by this section does not apply in the case of an assisted Family's membership in a cooperative.
- j. Repair work on a project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

### **3. Term of HAP Contract<sup>32</sup>**

The initial term of the HAP contract will not exceed 20 years or be less than one year.

LMHA may agree to enter into an extension at the time of the initial HAP contract term or any time before expiration of the contract, for an additional term of up to 20 years if LMHA determines an extension is appropriate to continue providing affordable housing for low-income families.

LMHA may provide for multiple extensions; however, in no circumstance may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term provided that not more than 24 months prior to the expiration of the previous extension contract, the Housing Authority agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Any extension of the term must be included in the HAP contract.

### **4. Termination of HAP Contract<sup>33</sup>**

#### **a. Termination by LMHA for Insufficient Funding**

The HAP contract will provide that the term of the Housing Authority's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by LMHA in accordance with HUD instructions. In this context, "sufficient funding" means the availability of appropriations, and of funding under the Annual Contributions Contract from such appropriations, to make full payment of Housing Assistance Payments payable to the Owner for any contract year in accordance with the terms of the HAP contract.

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<sup>32</sup> MTW Activity #2019-1 "Enhancements to Local Project-Based Voucher Program"

<sup>33</sup> 24 CFR 983.205, "Term of HAP Contract"

The availability of sufficient funding must be determined by HUD or by LMHA in accordance with HUD instructions. 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 Housing Authority has the right to terminate the HAP contract by notice to the Owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD instructions.

*b. Termination by Owner for Rent Reduction to Less Than Initial Rent*

The Owner may terminate the HAP contract, upon notice to LMHA, if the amount of the re-determined Rent to Owner for any contract unit is reduced below the amount of the initial Rent to Owner (Rent to Owner at the beginning of the HAP contract term). In this case, the assisted families residing in the contract units will be offered tenant-based HCV assistance.

*c. HAP Contract Expiration<sup>34</sup>*

Not less than one year before termination of a PBV HAP contract, the Owner must notify LMHA and assisted tenants of the termination. This is true both in the case of expiration of the HAP contract or an Owner's refusal to renew the HAP contract.

If an Owner does not give timely notice of termination, the Owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of an Owner's inability to collect an increased tenant portion of rent.

An Owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Statutorily-required notices related to contract termination or expiration must be provided in the form prescribed by HUD.

**5. HAP Contract Amendments to Add, Substitute, or Remove Contract Units<sup>35</sup>**

*a. Adding Contract Units to HAP Contract*

At the Housing Authority's discretion, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional PBV contract units in the same project. An amendment to the HAP contract is subject to all PBV requirements (e.g., rents are reasonable), except that a new PBV request for proposals is not required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as the anniversary and expiration dates of the HAP contract term for the PBV units originally placed under HAP contract.

Even if contract units are placed under the HAP contract in stages commencing on different

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<sup>34</sup> 24 CFR 983.206, "Statutory Notice Requirements: Contract Termination or Expiration"

<sup>35</sup> 24 CFR 983.207, "HAP Contract Amendments (To Add or Substitute Contract Units)"

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.

*b. Substituting Units on HAP Contract*

At the Housing Authority's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, LMHA will inspect the proposed substitute unit and determine the reasonable rent.

*c. Removing Units from the HAP Contract<sup>36</sup>*

Units occupied by Families whose income has increased during their tenancy, resulting in the Tenant rent equaling the Rent to Owner, will be removed from the HAP contract 180 days following the last Housing Assistance Payment on behalf of the Family.

If the project is fully assisted, LMHA may reinstate the removed unit to the HAP contract after the ineligible Family vacates the property. If the project is partially assisted, a different unit may be substituted for the removed unit when the first eligible substitute becomes available.

The anniversary and expirations dates of the HAP contract for the unit must be the same as it was when it was originally placed under the HAP contract. LMHA will refer eligible Families to the Owner according to the Housing Authority's selection policies.

**6. Discontinuation of Housing Assistance Payments when Tenant Rent Equals Rent to Owner<sup>37</sup>**

Housing Assistance Payments will be discontinued should the Tenant Rent increase to such an extent that the Tenant Rent equals the Rent to Owner. The cessation of Housing Assistance Payments at such point will not affect the Family's other rights under its Lease (and is not in and of itself, sufficient grounds for termination of the Lease for good cause<sup>38</sup>), nor will such cessation preclude the resumption of Payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last Housing Assistance Payment by LMHA. After the 180-day period, the unit shall be removed from the HAP contract.

***E. THE ADMISSIONS PROCESS***

The protections for victims of domestic violence, dating violence, sexual assault, or stalking

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<sup>36</sup> 24 CFR 983.211, "Removal of Unit from HAP Contract"

<sup>37</sup> 24 CFR 983.258, "Continuation of Housing Assistance Payments"

<sup>38</sup> See Section 12.A.2 for additional information regarding termination of the Lease by the Owner.

described in section 2.F of this Administrative Plan also apply to admission to the Housing Authority's PBV Program.

## **1. Filling Vacant Units<sup>39</sup>**

### ***a. Properties with a Site-Based Waiting List***

The Owner may maintain a site-based waiting list at LMHA's discretion.<sup>40</sup> The Owner must promptly notify the LMHA of any vacancy or expected vacancy in a Contract Unit.

Owners will forward applications nearing the top of the site-based waiting list to LMHA, and LMHA will maintain responsibility for eligibility determination.<sup>41</sup> If LMHA determines that there are no eligible applicants on the Owner's site-based waiting list, the Housing Authority will refer eligible Families on LMHA's waiting list.

The Housing Authority will make every reasonable effort to refer promptly a sufficient number of Families for the Owner to fill such vacancies. Both LMHA and the Owner must make reasonably good faith efforts to minimize the likelihood and length of any vacancy.

If any Contract Units have been vacant for a period of 120 or more days since the Owner provided notice of vacancy to LMHA (and notwithstanding the reasonable good faith efforts of LMHA to fill such vacancies), the 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) that have been vacant for such period.

### ***b. Properties without a Site-based Waiting List***

The Owner must promptly notify the LMHA of any vacancy or expected vacancy in a Contract Unit. After receiving the Owner notice, the Housing Authority will make every reasonable effort to refer promptly a sufficient number of Families for the Owner to fill such vacancies.

The Owner must lease vacant Contract Units only to eligible Families on the Housing Authority's waiting list who are referred by LMHA. The Owner may refer Families for placement on the waiting list.<sup>42</sup>

Both LMHA and the Owner must make reasonably good faith efforts to minimize the likelihood and length of any vacancy. If any Contract Units have been vacant for a period of 120 or more days since the Owner provided notice of vacancy to LMHA (and notwithstanding the reasonable good faith efforts of LMHA to fill such vacancies), the 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) that have been vacant for such period.

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<sup>39</sup> 24 CFR 983.254, "Vacancies"

<sup>40</sup> MTW Activity #51-2019, "Enhancements to Local Project-Based Voucher (PBV) Program"

<sup>41</sup> MTW Activity #51-2019, "Enhancements to Local Project-Based Voucher (PBV) Program"

<sup>42</sup> 24 CFR 983.251, "How Participants Are Selected"

*c. Income Verification*

For LIHTC units and units that have received conditional LIHTC approval (at LMHA's sole discretion), LMHA will use the LIHTC Tenant Income Certification to verify income and assets of residents for determining eligibility at admission and at all interim and regularly-scheduled-recertifications.

Pending HUD approval of the FY 2025 Annual Plan, LMHA will permit the Tenant Income Certification form to be used to verify income and assets for eligibility determinations and recertifications (both interim and regularly-scheduled) at PBV developments that use a third-party compliance reviewer to monitor income and asset calculations.

**2. Waiting List Management<sup>43</sup>**

*a. Waiting List Structure*

i. Owner-Maintained Site-Based Waiting Lists

LMHA will determine whether to allow owner-maintained site-based waiting lists based on LMHA's assessment of each individual owner's management capacity. Owners will be required to adhere to fair housing, the Americans with Disabilities Act, and other applicable federal guidelines including, but not limited to: providing public notification of waiting list openings and closings; providing community-wise notice of housing availability; providing reasonable accommodations, and, conducting the application process in compliance with LMHA's Language Access Plan.<sup>44</sup>

ii. LMHA-Maintained Waiting Lists

LMHA will use a separate waiting list for admission to PBV units. The Housing Authority will offer to place applicants for tenant-based assistance on the waiting list for PBV assistance. LMHA may establish separate site-based waiting lists at its discretion. LMHA will place Families referred by the PBV Owner on either its central PBV waiting list or on one or more separate site-based waiting lists, as requested.

Families who are participants in the Housing Authority's tenant-based HCV Program are eligible for the PBV Program and may be placed on one or more PBV unit waiting lists. LMHA will not determine eligibility for current tenant-based HCV Program participants before offering PBV assistance as eligibility for these Families was determined upon original admission to the tenant-based HCV Program.

*b. Admission Preferences*

i. Use of Tenant-Based HCV Program Preferences

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<sup>43</sup> 24 CFR 983.251, "How Participants Are Selected"

<sup>44</sup> MTW Activity #51-2019, "Enhancements to Local Project-Based Voucher (PBV) Program"



The admission preferences utilized in the Housing Authority's tenant-based HCV Program will also be used in its PBV Program.

ii. Former Beecher Terrace Residents

Original Beecher Terrace residents who moved or were relocated as a result of the Housing Authority's Choice Neighborhoods redevelopment efforts at the site receive a life-time preference for all on- and off-site replacement rental units and select Project Based Voucher locations. The only requirement for an original Beecher Terrace resident to maintain their Lifetime Preference is to have been lease compliant and remain lease compliant during their relocation period.

Families who returned a pre-application by the May 13, 2020 lottery deadline were placed on a wait list for replacement units. Families who haven't turned in a pre-app will be placed on the wait list in the order their pre-application is received. Original Beecher Terrace families who would like to receive a pre-application can call 502/569-6076.

iii. In-Place Families

An "in-place family" is a PBV-eligible Family residing in a proposed contract unit on the proposal selection date.

In order to minimize displacement of in-place families, if a unit to be placed under contract that is either an existing unit or one requiring rehabilitation is occupied by an eligible Family on the proposal selection date, the in-place Family will be placed on the Housing Authority's waiting list (if the Family is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project Owner for an appropriately sized PBV unit in the project. The Family must be eligible for the PBV Program on the date of proposal selection.

However, LMHA may deny assistance consistent with section 3.B of this Administrative Plan, "Grounds for Denial."

c. *Referrals to Owner from Waiting List*

i. Units with Special Accessibility Features

In selecting Families to occupy PBV units with special accessibility features for Persons with Disabilities, LMHA will first refer Families who require such accessibility features to the Owner (see 24 CFR 8.26 and 100.202).

ii. Units in Elderly, Disabled, and Elderly/Disabled Buildings

Elderly, Disabled, and Elderly/Disabled Families will be referred to the Owners of elderly, disabled, and elderly/disabled buildings, respectively.

In the case of an elderly building, if there are no Elderly Families on the waiting list, Near-Elderly Families will be referred to the Owner. If there are no Elderly or Near-Elderly Families on the waiting list, the next Family on the waiting list will be referred to the Owner.

In the case of an elderly/disabled building, if there are no Elderly or Disabled Families on the waiting list, Near-Elderly Families will be referred to the Owner. If there are no Elderly, Disabled, or Near-Elderly Families on the waiting list, the next Family on the waiting list will be referred to the Owner.

In the case of a disabled building, if there are no Disabled Families on the waiting list, the next Family on the waiting list will be referred to the Owner.

iii. Units That Offer Services

In selecting Families for PBV units that offer services, LMHA will give preference to Disabled Families who need services offered at a particular project. However, preferences will not be granted to persons with a specific disability.

The preference is limited to the population of Families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain themselves in housing; who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and for whom such services cannot be provided in a non-segregated setting.

Disabled residents will not be required to accept the particular services offered at the project.

In advertising the project, the Owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible Persons with Disabilities who may benefit from services provided in the project.

d. *Offer of PBV Assistance*

If a Family refuses the Housing Authority's offer of PBV assistance, such refusal does not affect the Family's position on the tenant-based HCV Program waiting list.

If a PBV Owner rejects a Family for admission to the Owner's PBV units, such rejection by the Owner does not affect the Family's position on the tenant-based HCV Program waiting list.

LMHA will not take any of the following actions against an Applicant who has applied for, received, or refused an offer of PBV assistance:

- i. Refuse to list the Applicant on the LMHA waiting list for tenant-based HCV Program assistance;
- ii. Deny any admission preference for which the Applicant is currently qualified;

- iii. Change the Applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the Housing Authority's selection policy;
- iv. Remove the Applicant from the waiting list for tenant-based HCV Program assistance.

## ***F. LEASING A UNIT***

### **1. Briefing Newly-Accepted Families<sup>45</sup>**

#### ***a. Oral Briefing***

When a Family accepts an offer of PBV assistance, LMHA will give the family an oral briefing that describes how the PBV Program works and explains Family and Owner responsibilities. Briefings may be conducted telephonically, via video-teleconferencing, or through other virtual platforms absent a request by a party for an in-person briefing.<sup>46</sup>

#### ***b. Information Packet***

LMHA will give the Family a packet that includes information on the following subjects:

- i. How LMHA determines the Total Tenant Payment for a Family;
- ii. Family obligations under the Program;
- iii. Applicable fair housing information; and
- iv. A list of accessible PBV units.

#### ***c. Providing Information for Persons with Disabilities***

If the Family Head or spouse is a disabled person, LMHA will take appropriate steps to assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet, including in alternative formats.

#### ***d. Providing Information for Persons with Limited English Proficiency***

LMHA will take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with obligations contained in Title VI of the Civil Rights Act of 1964 and Executive Order 13166. The Housing Authority's "Language Action Plan for Persons with Limited English Proficiency" can be found in Appendix 4 of this Administrative Plan.

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<sup>45</sup> 24 CFR 983.252, "PHA Information for Accepted Family"

<sup>46</sup> PIH Notice 2020-32 "Guidance for PHAs on the Allowability of Remote Hearings and Remote Briefings"

## **2. Tenant Screening<sup>47</sup>**

### *i. Tenant Screening by LMHA*

LMHA will deny assistance consistent with the grounds for denial described in Section 3.B of this Administrative Plan.

### *ii. Tenant Screening by Owner<sup>48</sup>*

During the term of the HAP contract, the Owner must lease contract units only to eligible Families selected and referred by LMHA from the Housing Authority's waiting list or to eligible Families selected from the Owner's site-based 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.

The Owner is responsible for any additional suitability screening of prospective Tenants beyond that conducted by LMHA in accordance with Section 3.B of this Plan. Such screening must be done in a manner consistent with Section 6.H of this Plan. In furtherance of Owner suitability screening, the Housing Authority will disclose Applicant Family information to the extent required by HUD as described in Section 6.H.

The Owner must promptly notify in writing any rejected Applicant of the grounds for such rejection.

In screening prospective Tenants, the Owner must comply with the protections for victims of domestic violence, dating violence, sexual assault, or stalking described in section 2.F of this Administrative Plan.

## **3. The Lease<sup>49</sup>**

- a. The Tenant and the Owner must enter a written Lease for the unit. The Lease must be executed by the Owner and the Tenant.
- b. 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.
- c. If the Owner uses a standard Lease form for rental to unassisted Tenants in the locality or the premises, the Lease must be in such standard form, unless LMHA determines that the Owner's standard Lease does not conform with state or local law. 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 an LMHA model Lease.
- d. In all cases, the Lease must include the HUD-required tenancy addendum. The terms of the tenancy addendum will prevail over other provisions of the Lease. The tenancy

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<sup>47</sup> 24 CFR 983.255, "Tenant Screening"

<sup>48</sup> 24 CFR 983.253, "Leasing of Contract Units"

<sup>49</sup> 24 CFR 983.256, "Lease"

addendum must include, word-for-word, all provisions required by HUD.<sup>50</sup>

- e. LMHA may review the Owner's Lease form to determine if the Lease complies with state and local law. The Housing Authority may decline to approve the tenancy if it determines that the Lease does not comply with state or local law.
- f. The Lease must specify all of the following:
  - i. The names of the Owner and the Tenant;
  - ii. The unit rented (address, apartment number, if any, and any other information needed to identify the leased Contract Unit);
  - iii. The term of the Lease (initial term and any provision for renewal);
  - iv. The Tenant Rent to Owner is subject to change during the term of the Lease in accordance with HUD requirements and any regulatory flexibilities described in the Housing Authority's HUD-approved MTW Annual Plan;
  - v. A specification of what services, maintenance, equipment, and utilities are to be provided by the Owner; and
  - vi. The amount of any charges for food, furniture, or supportive services.
- g. Changes to the Lease
  - i. 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 LMHA a copy of all such changes.
  - ii. The Owner must notify LMHA 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 Housing Authority and in accordance with the terms of the Lease relating to its amendment. LMHA will redetermine the reasonable rent based on any change in the allocation of responsibility for utilities between the Owner and the Tenant, and the redetermined reasonable rent will be used in the calculation of Rent to Owner from the effective date of the change.
- h. Lease Term
  - i. The initial Lease term must be for at least one year, and the Lease must provide for automatic renewal after the initial term of the Lease. The Lease may provide either:
    - (A) For automatic renewal for successive definite terms (e.g., month-to-month or

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<sup>50</sup> A copy of the Section 8 Project-Based Voucher Program Tenancy Addendum (Form HUD-52530.c) can be found in Appendix 3, "Commonly Used Documents."

year-to-year); or

(B) For automatic indefinite extension of the Lease term.

ii. The term of the Lease terminates if any of the following occurs:

(A) The Owner terminates the Lease for good cause;

(B) The Tenant terminates the Lease;

(C) The Owner and the Tenant agree to terminate the Lease;

(D) LMHA terminates the HAP contract; or

(E) LMHA terminates assistance for the Family.

i. Lease Provisions Governing Absence from the Unit

The Lease may specify a maximum period of Family absence from the unit that may be shorter than the maximum period permitted by LMHA policy. See Section 1.D.3.h of this Plan.

The unit will not be terminated from the HAP contract based solely on the grounds that the Family is absent for longer than the maximum period permitted.

j. Owner Termination of Lease and/or Tenancy<sup>51</sup>

The permissible grounds for Owner termination of the Lease and/or tenancy are described in Section 12.A.2 of this Plan except that in the PBV 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.

The provisions for the protection of victims of domestic violence, dating violence, sexual assault, or stalking described in Section 2.F of this Plan apply to Owner Termination of the Lease, to Owner Termination of Tenancy, and to Eviction.

#### **4. Security Deposits<sup>52</sup>**

The Owner may collect a security deposit from the Tenant. However, LMHA 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 that the Tenant owes under the Lease.

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<sup>51</sup> 24 CFR 983.257, “Owner Termination of Tenancy and Eviction”

<sup>52</sup> 24 CFR 983.259, “Security Deposit: Amounts Owed by Tenant”

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. However, LMHA has no liability or responsibility for payment of any amount owed by the Family to the Owner.

LMHA reserves the right to use Administrative Fees to assist tenants with security deposits, utility deposit assistance, various application fees, holding fees, and/or rental insurance.<sup>53</sup>

## ***G. CONTINUED ASSISTANCE***

### **I. Family Right to Terminate Lease and Retain Assistance<sup>54</sup>**

The 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 intent to vacate (with a copy to LMHA) in accordance with the Lease.

If the Family elects to terminate the Lease in this manner, LMHA will offer the Family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the tenant-based HCV Program or other comparable 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.

Before providing notice to terminate the Lease, the Family must contact LMHA to request comparable tenant-based rental assistance if the Family wishes to move with continued assistance. If tenant-based HCV assistance or other comparable tenant-based rental assistance is not immediately available upon termination of the Family's Lease of a PBV unit, the Housing Authority will give the Family priority to receive the next available opportunity for continued tenant-based rental assistance.

In the case of a Family or Family Member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, where the move is needed to protect the health or safety of the Family or Family Member, or in the case of a Family Member who has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the Family's request to move, the Family may move with continued tenant-based rental assistance even if the move occurs before the end of the first year of the Lease.

LMHA will not terminate assistance if the Family, with or without prior notification to the

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<sup>53</sup> PIH Notice 2022-18 "Use of Housing Choice Voucher (HCV) and Mainstream Voucher Administrative Fees for Other Expenses to Assist Families to Lease Units"

<sup>54</sup> 24 CFR 983.261, "Family Right to Move"

Housing Authority, moves out of a unit in violation of the Lease, if such move occurs to protect the health or safety of a Family Member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed they were threatened with imminent harm from further violence if they remained in the dwelling unit, or if any Family Member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the Family's request to move.

If a Family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, LMHA will offer the victim the opportunity for continued tenant-based rental assistance.

## **2. Families Occupying a Wrong-Size or Accessible Unit<sup>55</sup>**

If LMHA determines that the Family is occupying a Wrong-Size Unit<sup>56</sup> 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, LMHA will promptly notify the Family and the Owner of this determination, and of the Housing Authority's offer of continued assistance for the Family in another unit.

The Family will be offered the following options (as available):

- a. PBV assistance (in the same project or in another project);
- b. A public housing unit within an LMHA-managed development; or
- c. A tenant-based HCV Program voucher.

If the Family selects PBV assistance or a public housing unit or refuses to accept any offer of continued assistance, and the Family does not move out of the Wrong-Size or accessible unit within 90 calendar days, LMHA will terminate the Housing Assistance Payments for the Wrong-Size or accessible unit and remove the unit from the HAP contract.

If the Family selects tenant-based HCV assistance, the Housing Assistance Payments for the Wrong-Size or accessible unit will terminate at the earlier of the expiration of the term of the Family's voucher (including any extension granted by LMHA) or the date upon which the Family vacates the unit. If the Family does not move out of the Wrong-Size or accessible unit by the expiration date of the term of the Family's voucher, LMHA will remove the unit from the HAP contract.

## ***H. RENT TO OWNER***

For rent schedules, see Appendix 11.

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<sup>55</sup> 24 CFR 983.260, "Overcrowded, Under-Occupied, and Accessible Units"

<sup>56</sup> See Section 6.A of this Plan for a description of the Housing Authority's subsidy standards, which are applicable to its PBV Program.



## 1. Amount of Rent to Owner

### a. Amount of Rent to Owner for All Units Excluding Certain Tax Credit Units

Except for certain tax credit units as provided in Section 17.H.1.b of this Plan, the Rent to Owner must not exceed the lowest of:

- i. The standard payment schedule for PBV units or, if agreed upon after an RFP process: an alternate amount determined by LMHA, not to exceed 110% of the applicable Metropolitan Area Fair Market Rent (MAFMR) or 110% of the Small Area Fair Market Rent (SAFMR) for the unit bedroom size minus any utility allowance.<sup>57</sup> The Owner may elect to use the Housing Authority's utility allowance schedule, or site-specific utility allowances in accordance with the provisions of HUD Housing Notice H-2015-04 or successor notices, subject to LMHA's review and approval prior to implementation;<sup>58</sup>
- ii. The reasonable rent (unless LMHA has elected within the HAP contract not to reduce rents below the initial Rent to Owner and, upon redetermination of the Rent to Owner, the reasonable rent would result in a rent below the initial rent); or
- iii. The rent requested by the Owner.

### b. Amount of Rent to Owner for Certain Tax Credit Units

#### i. Applicability

This alternate method for determining the amount of Rent to Owner for certain tax credit units applies only to Contract Units that meet all four of the following requirements:

(A) The Contract Unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);

(B) 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:

(1) At least 50% of households have an income of less than 60% of Area Median Gross Income (AMGI); or

(2) Where the poverty rate is at least 25% and where the census tract is designated as a qualified census tract by HUD;

(C) In the same building, there are comparable tax credit units of the same unit

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<sup>57</sup> MTW Activity #51-2019, "Enhancements to Local Project-Based Voucher (PBV) Program"

<sup>58</sup> MTW Activity #51-2019, "Enhancements to Local Project-Based Voucher (PBV) Program"

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

- (D) The tax credit rent exceeds the applicable MAFMR or SAFMR as determined in accordance with Section 17.H.1.a of this Plan.

The “tax credit rent” is the rent charged for comparable units of the same bedroom size in the building 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 HCV assistance).

ii. Method for Determining Amount of Rent to Owner

The Rent to Owner must not exceed the lowest of:

- (A) The tax credit rent minus any applicable utility allowance as determined in accordance with Section 17.H.1.a of this Plan;
- (B) The reasonable rent (unless LMHA has elected within the HAP contract not to reduce rents below the initial Rent to Owner and, upon redetermination of the Rent to Owner, the reasonable rent would result in a rent below the initial rent); or
- (C) The rent requested by the Owner.

**2. Initial and Redetermined Rents to Owner**

*a. Determining the Initial Rent to Owner*<sup>59</sup>

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 AHAP 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.

When determining the initial Rent to Owner, LMHA will use the greater of 110% of the most recently published Metropolitan Area Fair Market Rents (MAFMR) or 110% of the Small Area Fair Market Rents (SAFMR) in effect.<sup>60</sup> LMHA will allow the use of the utility allowance schedule in effect at the time of redetermination, or at the Owner’s request, a site-specific utility allowance calculated in accordance with the provisions of HUD Housing Notice H-2015-04 or successor notices, subject to LMHA’s review and approval prior to implementation<sup>61</sup>. At its discretion, the Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

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<sup>59</sup> 24 CFR 983.301, “Determining the Rent to Owner”

<sup>60</sup> MTW Activity #51-2019, “Enhancements to Local Project-Based Voucher (PBV) Program”

<sup>61</sup> MTW Activity #51-2019, “Enhancements to Local Project-Based Voucher (PBV) Program”

*b. Redetermining the Rent to Owner<sup>62</sup>*

i. When the Rent to Owner Will Be Redetermined

LMHA will redetermine the Rent to Owner:

(A) Upon the Owner's request; or

(B) When there is a 10% decrease in the published FMR.

ii. Use of Fair Market Rents and Utility Allowances in Rent to Owner Redeterminations

When redetermining the Rent to Owner, LMHA will use the greater of 110% of the most recently published Metropolitan Area Fair Market Rents (MAFMR) or 110% of the Small Area Fair Market Rents (SAFMR) in effect <sup>63</sup>and the Housing Authority utility allowance schedule in effect at the time of redetermination. At its discretion, LMHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

iii. Notice of Rent Redetermination

Rent to Owner is redetermined by written notice by LMHA to the Owner specifying the amount of the redetermined rent. The Housing Authority's notice of the rent adjustment constitutes an amendment of the Rent to Owner specified in the HAP contract.

iv. Rent Increases

The Owner must request an increase in the Rent to Owner at least 60 calendar days before the annual anniversary date of the HAP contract by written notice to LMHA. The request must be submitted in the form and manner required by the Housing Authority.

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.

**Beginning July 1<sup>st</sup>, 2023, or with implementation of appropriate software, whichever is later, the following change will be made:**

LMHA will not approve and the Owner may 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 Housing Authority's criteria for decent, safe, and sanitary housing. The Owner will not receive any retroactive increase of rent for any period of noncompliance.

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<sup>62</sup> 24 CFR 983.302, "Redetermination of Rent to Owner"

<sup>63</sup> MTW Activity #51-2019, "Enhancements to Local Project-Based Voucher (PBV) Program"

v. Rent Decreases

If at rent redetermination, LMHA determines that the Rent to Owner must be decreased, then the Rent to Owner must be decreased regardless of whether the Owner requested a rent adjustment.

The Rent to Owner shall not be reduced below the initial Rent to Owner for dwelling units under the initial HAP contract, except:

- (A) To correct errors in calculations in accordance with HUD requirements;
- (B) If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required to prohibit excess public assistance to the units; or
- (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.

c. *Determination of Rent to Owner for LMHA-Owned Units*

For LMHA-owned PBV units, LMHA will determine the initial Rent to Owner and all redeterminations of Rent to Owner.

**3. Reasonable Rent<sup>64</sup>**

a. *When the Reasonable Rent Will Be Determined*

LMHA will determine the reasonable rent:

- i. At the beginning of the initial HAP contract term;
- ii. Whenever there is a 10% decrease in the published Fair Market Rents in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;
- iii. Whenever LMHA approves a change in the allocation of responsibility for utilities between the Owner and the Tenant;
- iv. Whenever the HAP contract is amended to substitute a different Contract Unit in the same building or project; and
- v. Whenever there is any other change that may substantially affect the reasonable rent.

b. *How the Reasonable Rent Will Be Determined*

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<sup>64</sup> 24 CFR 983.303, "Reasonable Rent"

i. Comparability Analysis

The reasonable rent of a Contract Unit must be determined by comparison to rent for other comparable unassisted units. In determining the reasonable rent, LMHA 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.

For each unit, the 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.

LMHA will retain documentation of the comparability analysis that shows how the reasonable rent was determined, including major differences between the Contract Units and comparable unassisted units.

The comparability analysis may be performed by LMHA staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any 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.

ii. Owner Certification of Comparability

By accepting each monthly Housing Assistance Payment from LMHA, 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 Housing Authority information requested by LMHA on rents charged by the Owner for other units in the premises or elsewhere.

iii. LMHA-Owned Units

For LMHA-owned units, the amount of the reasonable rent will be determined by LMHA.<sup>65</sup>

**4. Effect of Other Subsidy on Rent to Owner<sup>66</sup>**

*a. Units Assisted Under the HOME Program*

For Contract Units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program (24 CFR 92.252).

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<sup>65</sup> MTW Activity #51-2019, “Enhancements to Local Project-Based Voucher (PBV) Program”

<sup>66</sup> 24 CFR 983.304, “Other Subsidy: Effect on Rent to Owner”

*b. Units Subsidized Through Other Federal Programs*

For Contract Units assisted under the following federal programs, the Rent to Owner may not exceed the subsidized rent (basic rent) as determined in accordance with requirements for the applicable federal program:

- 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. Any other type of federally subsidized project specified by HUD.

*c. Subsidy Layering Requirements*

Rent to Owner may not exceed any limitation required to comply with HUD subsidy layering requirements. At the direction of HUD or its designee, LMHA will reduce the Rent to Owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized financing.

## ***I. PAYMENTS TO OWNER***

### **1. Housing Assistance Payments for Occupied Contract Units<sup>67</sup>**

Unless the Owner and LMHA agree on a later date, on or about the first day of each month for which payment is due, LMHA will make a Housing Assistance Payment to the Owner for each Contract Unit that complies with the Housing Authority's criteria for decent, safe, and sanitary housing and is leased to and occupied by an eligible Family in accordance with the HAP contract. To receive Housing Assistance Payments in accordance with the HAP contract, the Owner must comply with all the provisions of the HAP contract. Unless the Owner complies with all the provisions of the HAP contract, the Owner does not have a right to receive Housing Assistance Payments.

The monthly Housing Assistance Payment by LMHA 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).

Except for discretionary vacancy payments, LMHA 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).

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<sup>67</sup> 24 CFR 983.351, "PHA Payment to Owner for Occupied Unit"

## **2. Vacancy Payments<sup>68</sup>**

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”). However, the Owner may not keep the payment if LMHA determines that the vacancy is the Owner's fault.

At the Housing Authority's discretion, the HAP contract may provide for vacancy payments to the Owner for an LMHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The vacancy payment to the Owner for each month of the maximum two-month period would be determined by LMHA, and cannot exceed the monthly Rent to Owner under the assisted Lease, minus any portion of the rental payment received by the Owner (including amounts available from the Tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.

LMHA will only make vacancy payments to the Owner if:

- a. The Owner submits a request for vacancy payment in the form and manner required by LMHA;
- b. The Owner gives LMHA prompt, written notice certifying that the Family has vacated the unit and containing 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 vacancy; and
- d. The Owner provides any additional information required and requested by LMHA to verify that the Owner is entitled to the vacancy payment or to determine the amount of the vacancy payment.

## **3. Tenant Rent<sup>69</sup>**

The tenant rent is the portion of the Rent to Owner paid by the Family. It is determined by LMHA and is equal to the Total Tenant Payment minus the utility allowance. 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 may not demand or accept any rent payment from the Tenant in excess of the tenant rent and must immediately return any excess payment to the Tenant.

Any changes in the amount of the tenant rent will be effective on the date stated in a notice by LMHA to the Family and the Owner.

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<sup>68</sup> 24 CFR 983.352, “Vacancy Payment”

<sup>69</sup> 24 CFR 983.353, “Tenant Rent: Payment to Owner”

The Family is not responsible for payment of the portion of the Rent to Owner covered by the Housing Assistance Payment under the HAP contract. The Owner may not terminate the tenancy of an assisted Family for nonpayment of the LMHA Housing Assistance Payment.

LMHA is responsible only for making Housing Assistance Payments to the Owner on behalf of a Family in accordance with the HAP contract. The Housing Authority is not responsible for paying the tenant rent, or for paying any other claim by the Owner.

LMHA will not use Housing Assistance Payments or other program funds (including any administrative fee reserve) to pay any part of the tenant rent or to pay any other claim by the Owner. The Housing Authority will not make any payment to the Owner for any damage to the unit, or for any other amount owed by a Family under the Family's Lease or otherwise.

If the amount of the utility allowance exceeds the total tenant payment, the PHA shall pay the amount of such excess to the Family as a reimbursement for tenant-paid utilities ("utility reimbursement") and the tenant rent to the owner shall be zero.

#### **4. Other Fees and Charges<sup>70</sup>**

Except in assisted living developments receiving PBV assistance, 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.

In assisted living developments receiving project-based assistance, Owners may charge Tenants, Family Members, or both, for meals and supportive services. These charges may not be included in the Rent to Owner, nor may 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.

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 premises.

### ***J. ENSURING UNITS ARE DECENT, SAFE, AND SANITARY***

#### **1. Criteria for Decent, Safe, and Sanitary Units<sup>71</sup>**

The Housing Authority's PBV Program will follow the physical condition criteria for decent, safe, and sanitary units described for its tenant-based HCV Program in Section 13.0 of this Administrative Plan with the following exceptions:

- a. The physical condition standards at 24 CFR 5.703 do not apply to the PBV program; and

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<sup>70</sup> 24 CFR 983.354, "Other Fees and Charges"

<sup>71</sup> 24 CFR 983.101, "Housing Quality Standards"



- b. The lead-based paint requirements at 24 CFR 982.401(j) do not apply to the PBV program;<sup>72</sup>

## 2. Types of Inspections<sup>73</sup>

### a. *Pre-Selection Inspections*

*PENDING HUD approval of a non-significant change to MTW activity* #2019-1 “Enhancements to Local Project-Based Voucher Program”, the Admin Plan will be amended as follows.

LMHA may examine the proposed site and inspect all or a selection of existing housing units before the proposal selection date. Inspected units must substantially comply with the Housing Authority’s criteria for decent, safe, and sanitary housing before the proposal selection date.

### b. *Pre-HAP Contract Execution Inspections*

LMHA will inspect all housing units before executing the HAP contract and will not enter into a HAP contract covering any unit that does not fully comply with the Housing Authority’s criteria for decent, safe, and sanitary housing.

For new construction and rehabilitated units, LMHA will accept the Certificate of Occupancy as evidence that all units meet the Housing Authority’s criteria for decent, safe, and sanitary housing in lieu of conducting an inspection.<sup>74</sup>

### c. *Periodic Inspections*

LMHA will inspect all units at least biennially . LMHA may, at its discretion, inspect all units annually. All units within a single building will be inspected concurrently.<sup>75</sup>

In the case of mixed-finance properties assisted with project-based vouchers (authorized at 42 U.S.C. 1437f(o)(13)) that is subject to an alternative inspection, LMHA may rely upon the alternate inspection. However, all units must be inspected, either by LMHA or through an alternative inspection process, at least once per year.

### d. *Complaint Inspections*

LMHA will conduct complaint inspections of contract units when requested by a tenant to determine whether or not the contract unit complies with the Housing Authority’s criteria for decent, safe, and sanitary housing and to verify that the Owner is providing maintenance, utilities, and other services in accordance with the HAP contract.

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<sup>72</sup>The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV Program.

<sup>73</sup> 24 CFR 983.103, “Inspecting Units”

<sup>74</sup> MTW Activity #2019-1 “Enhancements to Local Project-Based Voucher Program”

<sup>75</sup> MTW Activity #2019-1 “Enhancements to Local Project-Based Voucher Program”

*e. Follow-up Inspections*

LMHA will conduct follow-up inspections needed to determine if the Owner (or, if applicable, the Family) has corrected any violation of the Housing Authority's criteria for decent, safe, and sanitary housing, and to determine the basis for exercise of contractual and other remedies for Owner or Family violation of the decent, safe, and sanitary housing criteria.

*f. Quality Control Inspections*

When conducting supervisory quality control inspections, LMHA will include a representative sample of both tenant-based and project-based units.

*g. Inspections of LMHA-Owned Units*

In the case of LMHA-owned units, required inspections will be performed by LMHA or its contractor<sup>76</sup>. Neither LMHA nor its contractor will charge the Family any fee for the inspection services.

LMHA will take all necessary actions in response to inspection reports including exercise of contractual remedies for violation of the HAP contract by the Public Housing Agency owner.

**3. Responsibility for Condition of Contract Units<sup>77</sup>**

*a. Owner Responsibility*

The Owner must maintain and operate the contract units and premises in accordance with the Housing Authority's criteria for decent, safe, and sanitary housing, including performance of ordinary and extraordinary maintenance. The Owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract and in the Lease with each assisted Family. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the Owner.

*b. LMHA Responsibility*

LMHA will vigorously enforce the Owner's obligation to maintain contract units in accordance with its criteria for decent, safe, and sanitary housing. The 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 criteria.

If LMHA determines that a contract unit is not in accordance with its criteria for decent, safe, and sanitary housing (or other HAP contract requirement), the 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.

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<sup>76</sup> MTW Activity #2019-1 "Enhancements to Local Project-Based Voucher Program"

<sup>77</sup> 24 CFR 983.208, "Condition of Contract Units"

**K. *RECERTIFICATION***

**1. Regularly-Scheduled and Interim Recertification**

For LIHTC units and units that have received conditional LIHTC approval (at LMHA's sole discretion), LMHA will use the LIHTC Tenant Income Certification to verify income and assets of residents for determining eligibility at all interim and regularly-scheduled recertifications.

Pending HUD approval of the FY 2025 MTW Annual Plan, LMHA will permit the Tenant Income Certification form to be used to verify income and assets for eligibility determinations and recertifications (both interim and regularly-scheduled) at PBV developments that use a third-party compliance reviewer to monitor income and asset calculations.

**L. *IROQUOIS SENIOR LIVING COMMUNITY***

LMHA plans to construct 60 new Project-Based Voucher units at 1400 Bicknell Avenue, the site of the former Iroquois Homes public housing development. The Iroquois Senior Living Community will house Elderly Families (age 55+). The 60,000-square-foot building will be constructed on a 3.8-acre portion of the original site and serve 47 households earning less than 30% of the Area Median Income (AMI) and 13 households earning less than 50% of AMI.

## **18. CHARGES AGAINST THE HOUSING CHOICE VOUCHER ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Louisville Metro Housing Authority (LMHA) to spend money from its Housing Choice Voucher (HCV) Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with federal and state law.

The LMHA Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to \$30,000 for authorized expenditures.

Any item(s) exceeding \$30,000 will require prior Board of Commissioner approval before any charge is made against the HCV Administrative Fee Reserve.

## **19. INTELLECTUAL PROPERTY RIGHTS**

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

## **20. QUALITY CONTROL OF HOUSING CHOICE VOUCHER PROGRAM<sup>1</sup>**

In order to maintain the appropriate quality standards for the Housing Choice Voucher program, the Louisville Metro Housing Authority will regularly (at least 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 Housing Choice Voucher 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. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
- D. HQS inspections were properly made.
- E. HQS 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. HOMEOWNERSHIP OPTION<sup>1</sup>

### ***A. PURPOSE***

The 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. Housing Choice Voucher (HCV) 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.

HCV 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.

### ***B. FAMILY PARTICIPATION REQUIREMENTS***

1. 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 HCV rental assistance program, lived in public housing, or resided in another Louisville Metro Housing Authority (LMHA) owned or managed property for at least twelve months. This residency requirement shall be waived for those purchasing a duplex through the REBOUND Program.
2. The family is qualified to participate as set forth in Section 21.C of this policy.
3. The unit to be purchased is eligible as set forth in Section 21.D of this policy.
4. The family has satisfactorily completed the required pre-assistance homeownership counseling.
5. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

### ***C. FAMILY ELIGIBILITY REQUIREMENTS***

1. The family has been admitted to the HCV program and desires to participate in the homeownership program.

2. At the commencement of homeownership assistance, the family must be one of the following:
  - A. A first-time homeowner (A first-time homeowner is defined as 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 who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.);
  - B. A cooperative member (A cooperative member is defined as a family of which one or more members owns membership shares in a cooperative.); or
  - C. 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.
3. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the LMHA, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. However, in the case of disabled families, the minimum income shall be equal to the monthly Federal Supplemental Security Income (SSI) for an individual living alone (or paying his or her share of food and housing costs) multiplied by 12. Except in the case of an elderly family or a disabled family, LMHA 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:

  - A. The determination of income-eligibility for admission to the HCV program;
  - B. Calculation of the amount of the family’s total tenant payment (gross family contribution); or
  - C. 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.
4. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
  - A. Is currently employed on a full-time basis (the term “full-time employment” means not less than an average of 30 hours per week) or is working between 25-29 hours a



week and earning at least 175% of the minimum wage; and

- B. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

- A. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 2,000 hours; or

- B. Any employment interruptions either were not the fault of the family member or were for less than 14 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 LMHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

5. LMHA shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option while an adult and has defaulted on a mortgage securing debt incurred to purchase the home.
6. 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.
7. 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.
8. The family has not been in the termination of assistance process more than once in the last two years.
9. The family must evidence a stable family composition of at least one year for any family members who are not minor children, spouse, foster children or any person of whom an adult family member has legal custody or guardianship.
10. The family must not owe LMHA or any other Housing Authority an outstanding debt.
11. The family must be under the current rental lease, in the same unit, for over one year and must be a month-to-month tenant.
  - i. This requirement shall be waived for those purchasing a duplex through the REBOUND Program.
  - ii. LMHA will consider waiver of this requirement on a case-by-case basis if the Participant Family acknowledges the risk of having a period of time in which they owe full rent to a prior owner and/or a period of time in which they may go unassisted.

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#### ***D. ELIGIBLE UNITS***

1. The types of units eligible are:
  - a. Single family dwellings;
  - b. Condominiums;
  - c. Cooperatives;
  - d. Manufactured Housing and their pads (must have at least a permanent foundation and at least a 40-year lease); and
  - e. Duplexes to be purchased through the REBOUND Program.
2. The unit must be either existing or under construction (the footers have been poured) at the time the family enters into the contract of sale. As a Moving to Work agency, LMHA is able to waive this requirement.
3. The unit must be either a one-unit property or a single dwelling unit in a cooperative or condominium.
4. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector who is a member of American Society of Home Inspectors (ASHI) and was designated and paid for by the family. The independent inspector may be certified by another certifying organization approved by LMHA. ASHI, or other approved certified inspectors must create and submit a report generated using software specifically designed for home inspections. Digitized copies of handwritten reports, such as scanned copies, will not be accepted.
5. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.
6. If the unit is owned by LMHA or by an entity substantially controlled by the Housing Authority, the following additional conditions must be met<sup>2</sup>:
  - a. LMHA must inform the family, both orally and in writing, that the family has the right to purchase any eligible unit and a Housing Authority-owned unit is freely selected by the family without LMHA pressure or steering.
  - b. The purchasing family must verify in writing that it is purchasing the unit without any housing authority steering or pressure; and

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<sup>2</sup> 24 CFR 982.628(d)

- c. An independent agency, approved by HUD must perform the following functions for this type of sale:
  - i. Inspect the units for HQS compliance;
  - ii. Review the independent inspection report;
  - iii. Review the sales contract; and
  - iv. Determine the reasonableness of the sale price and any housing authority provided financing.

### ***E. SEARCHING FOR A NEW HOME***

Upon approval for the Program, a family shall have a term of eight months to execute and close on a proposed sales agreement with the requisite components to LMHA as long as within four months of the briefing the client has obtained a good faith estimate from a participating lender. During a participant's search for a home to purchase, rental assistance shall continue pursuant to a Housing Authority rental program.

A family may request one additional term of four months for an overall total of one year. In order to request the final extension, a client must at least have obtained an approval letter from a participating lender. An update appointment and eligibility determination are required before the additional term is granted. The client should make the extension request at least 30 days before the current Homeownership Voucher expires.

If a participant is unable to purchase the home within the time permitted, LMHA shall continue the family's participation in a Housing Authority rental program. The family may not reapply for the Homeownership Program until they have completed an additional year of participation in an LMHA rental program.

Additional time shall be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

### ***F. HOMEOWNERSHIP COUNSELING***

Before the commencement of homeownership assistance for a family, one or more adult members who will own the home must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by LMHA (pre-assistance counseling). The counseling will be conducted by a HUD-approved counseling agency. Among the topics to be covered in the PHA-required pre-assistance counseling program are:

- 1. Home maintenance; Budgeting and money management;
- 3. Credit counseling;
- 4. How to negotiate the purchase price of a home;

5. 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;
6. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
7. 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;

LMHA 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. People with a disability or elderly are exempt from the counseling required prior to their 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.

### ***G.HOME INSPECTIONS<sup>3</sup>***

Pending HUD approval of a non-significant change to MTW Activity #2006-1, MTW Homeownership Program, this Plan will be amended as follows:

The unit must 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. LMHA 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 shall be certified by the American Society of Home Inspectors (ASHI). Pending approval of MTW FY 2024 Plan: The independent inspector may be certified by another certifying organization approved by LMHA. It shall be the responsibility of the client to verify that the inspector meets this certification qualification. The client must provide a copy of the inspection report to LMHA (ASHI certified inspectors must create a report generated using software specifically designed for home inspections. Digitized copies of handwritten reports, such as scanned copies, will not be accepted.). 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 the HQS (and may qualify for assistance under the Housing Authority's tenant-based rental 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.

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<sup>3</sup> 24 CFR 982.631(b)

## ***H. CONTRACT OF SALE<sup>4</sup>***

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 LMHA a copy of the contract of sale.

The contract of sale must:

1. Specify the price and other terms of sale by the seller to the purchaser.
2. Provide for an HQS inspection and that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser and LMHA.
4. Provide that the purchaser is not obligated to pay for any necessary repairs
5. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.
6. Give LMHA the right to review and approve the financing terms and conditions.

## ***I. FINANCING THE PURCHASE OF THE HOME***

1. 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.
2. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.
3. 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 LMHA. 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.
4. Unless the purchaser can convince LMHA of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.
5. All mortgage loans must close within the period of time established by LMHA at the time the purchaser and seller enter into their sale contract.

## ***J. REQUIREMENTS FOR CONTINUING ASSISTANCE***

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, LMHA 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

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<sup>4</sup> 24 CFR 982.631(c)

homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

1. The family must participate in post-purchase Individual Development Account program as well as attend and complete ongoing homeownership and housing counseling before the end of the first, 13th and 14th years of assistance in order for assistance to continue.
  - a. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
  - b. 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 LMHA. The family must promptly inform the housing authority of the birth, adoption or court-awarded custody of a child. The family must request LMHA 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 LMHA if any family member no longer resides in the unit.
    4. If LMHA has given approval, a foster child or a live-in aide may reside in the unit.
    5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
    6. The family must not sublease or let the unit.
    7. The family must not assign the mortgage or transfer the unit.
    8. The family must supply any information or certification requested by LMHA 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 LMHA for these purposes. The family must promptly notify the housing authority of their absence from the unit.
  - c. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt. The family must secure the written permission of LMHA before it refinances any debt secured by the home or places any additional secured debt on the property.
  - d. 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 decrees.

- e. The family shall supply LMHA 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.
- f. The family must notify LMHA before the family moves out of the home.
- g. The family must notify LMHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
- h. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.
- i. 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.
- j. The family must assure LMHA that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.
- k. The family shall be required to maintain ongoing "full-time" employment (of not less than an average of 30 hours per week) or must be working between 25-29 hours a week and earning at least 175% of the minimum wage. Except for disabled and/or elderly adults, each household must demonstrate that each person 18 years or older is either employed full-time, or is a full-time student, or is medically required to provide care in activities of daily living to a child or disabled member of the household on a full-time basis. The head of household must be employed full-time. LMHA shall have discretion to deviate from this head-of-household requirement. For other adults, a combination is allowed as long as the total is not less than an average of 30 hours per week or the family

members are working between 25-29 hours a week and earning at least 175% of the minimum wage. The Housing Authority shall have discretion to determine whether, and to what extent, interruptions are considered to break continuity of employment during the year. LMHA may count successive employment during the year. The Housing Authority may count self-employment in a business as long as the family member is earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 1,500 hours. Generally, the employers may vary but there may not be a gap of more than two weeks in employment and there must have been employment for at least 47 weeks in the prior year.

#### ***K. MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE***

1. 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 15 years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or 10 years, in all other cases.
2. 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.
3. As noted in Paragraph 1 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 six 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).
4. 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 1 of this section.

#### ***L. AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE***

1. While the family is residing in the home, LMHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:
  - a. The payment standard minus the total tenant payment; or



- b. The family's monthly homeownership expenses minus the total tenant payment.
2. The payment standard for a family is the lower of:
- a. The payment standard for the family unit size; or
  - b. The payment standard for the size of the home.
- If the home is located in an exception payment standard area, LMHA will use the appropriate payment standard for the exception payment standard area.
- The payment standard for a family is the greater of:
- a. 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
  - b. 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.

As allowed under section 11.4.1 of this plan and as approved by the HUD Field Office, LMHA will utilize a two-bedroom payment standard for all one-bedroom eligible households for the homeownership option.

3. A family's homeownership expenses shall include the following items:
- a. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
  - b. Real estate taxes and public assessments on the home;
  - c. Home insurance;
  - d. The LMHA allowance for maintenance expenses;
  - e. An LMHA allowance for costs of major repairs and replacements;
  - f. The Housing Authority's utility allowance for the home; and
  - g. 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.
4. Homeownership expenses for a cooperative member may only include amounts to cover:
- a. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
  - b. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
  - c. Home insurance;
  - d. The LMHA allowance for maintenance expenses;
  - e. The LMHA allowance for costs of major repairs and replacements;
  - f. The LMHA utility allowance for the home; and
  - g. Principal and interest on mortgage 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.
- h. 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.
  - i. LMHA 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.
5. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, LMHA retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family. The Housing Authority has created a local preference for a family that was in the Homeownership Program and left the HCV program economically independent but who now, through extenuating circumstances, needs HCV assistance again. This would be a “safety net” for the family and an additional mortgage payment protection.

### ***M. HOMEOWNERSHIP PORTABILITY***

1. A family may qualify to move outside the Housing Authority’s jurisdiction with continued homeownership assistance under the HCV program. Families determined eligible for homeownership assistance by LMHA may purchase a unit outside our jurisdiction, if:
  - a. They meet our normal requirements for portability under the rental program;
  - b. The receiving housing authority is administering an HCV homeownership program and the family meets the receiving housing authority’s eligibility requirements; and
  - c. The receiving housing authority is accepting new homeownership families.
2. Conversely, if LMHA has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.
3. 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 an HCV or execution of a tenancy addendum) do not apply to the homeownership option.
4. 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. 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.

## ***N. MOVING WITH CONTINUED TENANT-BASED ASSISTANCE***

1. A family receiving homeownership assistance may move to a new unit with continued assistance. The family may move either with tenant-based voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements). LMHA will not commence continued 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.
2. LMHA 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:
  - A. The requirement for pre-assistance counseling is not applicable.
  - B. The requirement that a family must be a first-time homeowner is not applicable.
3. LMHA may deny permission to move with continued assistance in the following circumstances:
  - A. LMHA 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.
  - B. At any time, LMHA may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

## ***O. DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES***

1. At any time, LMHA may deny or terminate homeownership assistance in accordance with the same rules at it utilizes for the rental program.
2. The same restrictions on admission or continued assistance in regard to criminal activities shall apply to the homeownership program as the rental program.
3. LMHA may deny or terminate assistance for violation of participant obligations as previously described for the rental program.
4. LMHA will terminate HCV 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 Housing Authority, in its discretion, may permit the family to move to a new unit with continued HCV rental assistance if the family can show that the default was for reasons beyond its control. However, LMHA will deny such permission, if:
  - A. The family defaulted on an FHA-insured mortgage; and
  - B. The family fails to demonstrate that:
    - i. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
    - ii. The family has moved from the home within the period established or approved by HUD.

## **22. SUPPORT FOR OUR ARMED FORCES**

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 Louisville Metro 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 Louisville Metro 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 as a temporary guardian for children residing in the unit, the income received 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 is 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 Louisville Metro Housing Authority will expeditiously re-evaluate a resident'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 Louisville Metro Housing Authority will seek a waiver of the 180-calendar day limit from HUD.

## 23. ANTI-FRAUD POLICY

The Louisville Metro Housing Authority is fully committed to combating fraud in its Housing Choice Voucher housing 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 Louisville Metro Housing Authority. It results in the inappropriate expenditure of public funds and/or a violation of Housing Choice Voucher requirements.

Although there are numerous different types of fraud that may be committed, the two most common for tenants are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. There are also actions of fraud by landlords. The Louisville Metro Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Louisville Metro 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 resident or landlord to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement;
- C. Terminate the resident's rental assistance or the landlord's ability to participate in the program;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Louisville Metro Housing Authority deems appropriate.

## 24. HOUSING CONVERSION ACTIONS (ENHANCED AND REGULAR HOUSING CHOICE VOUCHERS)<sup>1</sup>

Housing conversion actions are:

- A. Owner decisions to opt-out of or not renew Housing Choice Voucher project-based contracts (opt-outs);
- B. Owner prepayments of the mortgage or the voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments);
- C. HUD enforcement actions against owners (including the termination or non-renewal of a Housing Choice Voucher project-based housing assistance payments (HAP) contract); and
- D. HUD property disposition activities.

Depending on the type of Housing Conversion Action, eligible families receive either regular voucher assistance or enhanced voucher assistance. Enhanced voucher assistance under Housing Choice Voucher(t) of the United States Housing Act of 1937 differs from regular housing choice voucher assistance in two major respects if the participant remains in the effected property. First, it will establish a new "minimum rent" equal to the rent the family was paying at the time of the eligibility event, and second it may establish an enhanced payment standard that exceeds the Louisville Metro Housing Authority's normal payment standard.

Specifically, the following actions constitute "housing conversion actions":

A. 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.

B. Project-based Opt-outs

When an owner chooses to end participation in certain programs by either opting-out of or not renewing certain expiring Housing Choice Voucher contracts, eligible low-income residents assisted under the expiring Housing Choice Voucher project-based contract are eligible for enhanced voucher assistance. The opt-out category includes cases where Housing Choice Voucher contracts in restructured properties are converted to tenant-based assistance in accordance with section 515(c) of the Multifamily Assisted Housing Reform and Affordability Act of 1997. In the case of a 515(c) opt-out only, all families assisted under the expiring contract are income-eligible for enhanced voucher assistance.

Eligible low-income residents assisted under a rent supplement contract under Section 101 of the Housing and Urban Development Act of 1965 that ends at the expiration of a Housing Choice Voucher HAP contract for units in the property are also eligible for enhanced voucher assistance. In a case where a rent supplement contract ends and there is not an expiring Housing Choice Voucher project-based contract at the property, regular vouchers are provided to the eligible low-income families covered by the rent supplement contract, subject to availability of appropriations.

C. HUD Enforcement Actions

When there is a HUD-originated termination action, HUD is either terminating the Housing Choice Voucher project-based HAP contract or not offering the owner the option to renew an expiring Housing Choice Voucher project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either owner default under an 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 in these circumstances because families must move to receive housing choice voucher assistance.

**D. HUD Property Disposition**

A property disposition occurs 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 on an FHA-insured mortgage and is closing down the property or selling the property to a new owner. Regular vouchers are provided to assist eligible low-income families in these cases.

**A. *TENANT-BASED ISSUES FOR HOUSING CONVERSION ACTIONS***

In general, housing choice voucher program rules, regulations, and requirements apply to special admission vouchers made available for families as the result of "housing conversion actions". Some actions will lead to the issuance of enhanced vouchers, which will be discussed in detail in this Section.

The following program guidance is applicable to all housing conversion actions, both regular and enhanced voucher assistance.

**A. Tenant-based Nature of the Assistance**

Housing choice vouchers (including enhanced vouchers) provided by HUD as the result of a housing conversion action are always tenant-based assistance. Families issued vouchers may elect to use the assistance in the same property and in all cases may choose to move from the property. Families may choose to exercise portability and move outside of the jurisdiction of the Louisville Metro Housing Authority. There is no guarantee to the owner that any housing choice voucher assistance will be utilized at the property for any period of time. The Louisville Metro Housing Authority will emphasize the tenant-based aspect of the assistance when briefing families, who may be unfamiliar with the concept of tenant-based assistance and the freedom of choice associated with a tenant-based subsidy.

**B. Louisville Metro Housing Authority Screening of Families**

The Louisville Metro Housing Authority will utilize its normal screening procedures as part of the eligibility requirements.

The Louisville Metro Housing Authority will provide any family denied assistance with an opportunity for an informal review. The decision to deny assistance rests with the Louisville Metro Housing Authority,

**C. Use of Owner Certifications for Determining Tenant Income**

In order to reduce processing time, the Louisville Metro Housing Authority may exercise its right to use the owner's most recent family income examination if:

1. the owner's current certification for the family is no more than six (6) months old; and

2. the Louisville Metro Housing Authority determines that the owner certifications are acceptable after reviewing a small sample for accuracy.

If the Louisville Metro Housing Authority chooses to use the owner's income certification, the Louisville Metro Housing Authority will complete the subsequent family reexamination within one year of the date of the owner certification, not the date the Louisville Metro Housing Authority accepted the owner certification in lieu of conducting its own determination.

D. Louisville Metro Housing Authority Subsidy Standards

The Louisville Metro Housing Authority will issue the housing choice voucher in accordance with its normal subsidy standards, not the actual size of the unit the family is currently occupying. There is a special rule for enhanced vouchers concerning families who reside in over-sized units and wish to remain at the property. This exception only applies to enhanced voucher assistance.

The Louisville Metro Housing Authority will utilize the subsidy standard to calculate the maximum rent subsidy for the family. The payment standard for the family shall be the lower of:

1. the payment standard for the family unit size as determined by the Louisville Metro Housing Authority subsidy standards; or
2. the payment standard for the actual size of the unit rented by the family.

E. Search Time

Since these vouchers are targeted to specific families adversely affected by HUD or owner actions in HUD multifamily properties, the Louisville Metro Housing Authority will provide families with maximum search time that is reasonably required to locate housing.

F. Rent Reasonableness and Approval of Tenancy

All regular program requirements regarding the reasonableness of rent apply, regardless of whether the vouchers are enhanced vouchers or regular vouchers.

Reasonable rent is defined as a rent to owner that is not more than rent charged:

1. for comparable units in the private unassisted market; and
2. for comparable unassisted units in the premises.

The Louisville Metro Housing Authority will not approve a lease until the Louisville Metro Housing Authority determines that the initial rent to owner is a reasonable rent, regardless of whether the family chooses to remain in the family's current unit or move to a different unit.

If the Louisville Metro Housing Authority determines the proposed rent is not reasonable, the owner must lower the rent, or the family will have to find another unit in order to benefit from the voucher subsidy.

The initial lease term must be for at least one year unless the Louisville Metro Housing Authority determines that a shorter term would improve housing opportunities for the participant and such shorter term is the prevailing local market practice.

G. Housing Quality Standards Inspections

The Louisville Metro Housing Authority will inspect the unit to ensure that the unit meets the normal housing quality standards even if the family is residing in a unit that was previously assisted under a Housing Choice Voucher project-based contract. Under no circumstances will the Louisville Metro Housing Authority make housing assistance payments for any period of time prior to the date that the Louisville Metro Housing Authority physically inspects the unit and determines that the unit meets the housing quality standards.

H. Timing Issues Involving HAP Contract Execution and Effective Dates

The funding process for vouchers that the Louisville Metro Housing Authority receives from HUD is intended to result in issuance of the voucher to the family at least 60 calendar days prior to the



target date of the housing conversion action. The target date is the date that the family would be impacted by a rent increase or possible displacement as a result of the housing conversion action. For opt-out or HUD enforcement actions, the target date is the date that the project-based HAP contract expires or is terminated. For a preservation property, the target date is the earliest date the owner may increase the rent (no earlier than 60 calendar days following the effective date of the prepayment).

Before the Louisville Metro Housing Authority approves a family to lease a dwelling unit with voucher assistance, the Louisville Metro Housing Authority shall determine that the following conditions are met:

1. the unit is eligible;
2. The unit has been inspected and passes the housing quality standards;
3. the lease includes the tenancy addendum;
4. the rent to owner is reasonable; and
5. at the time a family initially receives tenant-based regular voucher assistance for occupancy of a dwelling unit and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share (gross rent minus subsidy) must not exceed 40 percent of the family's adjusted monthly income. (The 40 percent restriction is not applicable in the case of a family assisted with enhanced voucher assistance.)

Once these conditions are met, the Louisville Metro Housing Authority will approve the unit for leasing.

In establishing the effective date of tenant-based HAP contracts, it is very important to make a distinction between families who choose to stay in the property and families who choose to move. The Louisville Metro Housing Authority will not approve a tenancy (and execute a housing choice voucher HAP contract) on behalf of a stayer (family that stays in the property) for a lease term that is effective prior to the target date of the housing conversion action. For a family that is moving, the Louisville Metro Housing Authority may approve a tenancy that begins before the target date, since in strong rental markets potential landlords will not hold a unit vacant.

#### I. Initial and Subsequent Use of Vouchers

All housing choice vouchers (enhanced or non-enhanced) provided in connection with housing conversion actions are special admission vouchers. Special admission vouchers differ from regular vouchers in that HUD provides the assistance with a specific family in mind. The Louisville Metro Housing Authority will first use the allocation to assist the families targeted for assistance. The Louisville Metro Housing Authority will not consider whether the family is on the housing choice voucher waiting list or the family's position on the housing choice voucher waiting list.

If a voucher issued to a family as the result of a housing conversion action turns over for any reason, the Louisville Metro Housing Authority will retain the voucher for use as part of its regular housing choice voucher program. In cases where an enhanced voucher turns over following initial issuance, the voucher loses its special enhanced characteristics and is subject to all normal housing choice voucher program rules.

#### J. Inapplicability of the Louisville Metro Housing Authority Targeting Requirement

Families admitted to the Louisville Metro Housing Authority's tenant-based voucher program as a result of a housing conversion action are not subject to the income targeting requirements of the tenant-based program, and their admission will not be counted in determining whether the Louisville Metro Housing Authority complied with the income targeting requirement.

## **B. 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.

### **1. 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)

#### **A. Covered Prepayments**

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

- i. Section 221(d)(3)-market rate, limited distribution properties receiving Housing Choice Voucher payments converted from Rent Supplement whose project number series is 35001-36599;
- ii. All Section 221(d)(3) below market interest rate properties whose project number series are 55001-55999 and 57501-57999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;
- iii. 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;
- iv. A purchase money mortgage formerly insured under Section 221(d)(3) or 236;
- v. 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
- vi. All State-assisted properties that are eligible for preservation assistance under LIHPRHA or ELIHPA.

#### **B. Flexible Subsidy Properties**

Section 536 of the Preserving Affordable Housing for Senior Citizens and Families into the 21<sup>st</sup> 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)

### **2. 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.

A. Income Eligibility

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

- i. a low-income family (including a very low-income 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 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.

B. 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:

- i. the family must meet the income requirements on the date of the eligibility event;
- ii. any rent increase under the voucher program must be in accordance with the lease agreement and program regulations;
- iii. the new gross rent must be reasonable; and
- iv. 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 Louisville Metro 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 Housing Choice Voucher 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 Housing Choice Voucher project-based contract.

C. 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 Louisville Metro 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.

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 Louisville Metro 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 Louisville Metro Housing Authority will maintain a record of eligibility determination for that family. The Louisville Metro 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 Louisville Metro Housing Authority. Should the Louisville Metro Housing Authority then determine that the change in income would result in a housing assistance payment, the Louisville Metro 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 Louisville Metro Housing Authority when there is a decrease in family income or an increase in the family rent.

3. 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 Louisville Metro Housing Authority in cases where the rent setting requirements of the Section 236 program remain in effect).

4. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Housing Choice Voucher(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 HQS, 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.

5. Characteristics of Enhanced Voucher Assistance

a. 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 Louisville Metro 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 Louisville Metro Housing Authority payment standard.

b. 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 Louisville Metro Housing Authority will determine whether the proposed rent for the family's unit is reasonable.

The Louisville Metro Housing Authority makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Louisville Metro 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 Louisville Metro 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 Louisville Metro 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.

c. Effect of Family Unit Size Limitation - Initial Issuance

The Louisville Metro 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 Louisville Metro 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, the 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 Louisville Metro 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 Louisville Metro Housing Authority) despite making a good faith effort, the Louisville Metro 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 Louisville Metro 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 will 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 Louisville Metro 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 Louisville Metro Housing Authority determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because an increase in family size 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 Louisville Metro Housing Authority is required to assist the family in locating other standard housing in the Louisville Metro Housing Authority jurisdiction. The family and the Louisville Metro 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 Louisville Metro Housing Authority judges to be acceptable, the Louisville Metro 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.

d. Family Move: Normal Payment Standard is Applicable

The Louisville Metro 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 HQS, requiring the family to move in order to continue receiving tenant-based assistance.

e. 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.

A family who stays in the unit and receives enhanced voucher assistance must pay at least 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 normal restriction on the initial family contribution is not applicable.

i. 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 Louisville Metro 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.

ii. Previously assisted Housing Choice Voucher Tenant-based Families Rent Requirement

Residents assisted with Housing Choice Voucher 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.

f. Significant Decline in Family Income - Effect on Enhanced 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 Louisville Metro Housing Authority will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

i. 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:

- 1) the percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or
- 2) 30 percent of the family's current adjusted monthly income.

ii. Previously assisted Housing Choice Voucher 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:

- 1) the percentage of the monthly adjusted income the family paid for gross rent;
- 2) the Total Tenant Payment;
- 3) the family share represented on the effective date of the eligibility event; or
- 4) 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, so long as the family receives enhanced voucher assistance.<sup>2</sup>

When a family reports a significant decrease in family income, the Louisville Metro 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 the family's income subsequently increases to an amount where the dollar value of the family's enhanced voucher minimum rent is more than the original enhanced voucher minimum rent, the family's enhanced voucher minimum rent reverts to the original enhanced voucher minimum rent.<sup>3</sup>

g. 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 Louisville Metro 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 Louisville Metro Housing Authority's minimum rent.

h. 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.

6. 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 Louisville Metro Housing Authority will utilize the new gross rent to calculate the voucher HAP payment for the family.

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<sup>2</sup> PIH Notice 2019-12(HA). "Enhanced Voucher Minimum Rent Calculation for Families Whose Income Subsequently Increase After Having Experience a Significant Decrease in Income"

<sup>3</sup> PIH Notice 2019-12(HA). "Enhanced Voucher Minimum Rent Calculation for Families Whose Income Subsequently Increase After Having Experience a Significant Decrease in Income"



The Louisville Metro 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 Louisville Metro 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 Louisville Metro Housing Authority payment standards.

**A. 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.

**B.** 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 Louisville Metro 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 Louisville Metro Housing Authority will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Louisville Metro Housing Authority utility allowance for any tenant-supplied utilities) for the unit provided the Louisville Metro Housing Authority determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Louisville Metro Housing Authority's voucher program.

If a change in the Louisville Metro Housing Authority's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Louisville Metro 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.

### ***C. 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 Louisville Metro Housing Authority for eligible families covered by the expiring contract.

**1. 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:

- a. The new construction or substantial rehabilitation program under Housing Choice Voucher(b)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1983);
- b. The property disposition program under Housing Choice Voucher(b) of the United States Housing Act of 1937;
- c. The loan management assistance program under Housing Choice Voucher(b) of the United States Housing Act of 1937;
- d. 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 Housing Choice Voucher project-based contract at the same property that is expiring or terminating and will not be renewed;

- e. Housing Choice Voucher 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
- f. The moderate rehabilitation program under Housing Choice Voucher(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 Housing Choice Voucher 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 Louisville Metro 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 Housing Choice Voucher moderate rehabilitation contract.

## 2. 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:

- a. A low-income family (including a very low or extremely low-income family); and
- b. Residing in a unit covered by the expiring Housing Choice Voucher project-based contract on the date of expiration.

In the case of the expiration of a covered Housing Choice Voucher contract under 515(c) of MAHRA only (mark-to-market restructuring where the Housing Choice Voucher 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.

## 3. 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 Housing Choice Voucher 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:

- a. Reside in a unit covered by the expiring contract on the date of expiration;
- b. Have also resided in the property on the effective date of the prepayment; and
- c. 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 Louisville Metro 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 Louisville Metro Housing Authority will then make a determination 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 Louisville Metro Housing Authority will then determine if the family is income-eligible under the preservation prepayment rules.

## 4. 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:

- a. A low-income family (including a very low 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 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 Louisville Metro 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.

5. 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 Louisville Metro 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 Louisville Metro Housing Authority will maintain a record of eligibility determination for that family. The Louisville Metro 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 Louisville Metro Housing Authority. Should the Louisville Metro Housing Authority then determine that the change in income would result in a housing assistance payment, the Louisville Metro 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 Louisville Metro Housing Authority when there is a decrease in family income or an increase in the family rent.

6. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Housing Choice Voucher(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 HQS, 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.

7. Characteristics of Enhanced Voucher Assistance

a. 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 Louisville Metro 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 Louisville Metro Housing Authority normal payment standard.

b. 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 Louisville Metro Housing Authority will determine whether the proposed rent for the family's unit is reasonable.

The Louisville Metro Housing Authority makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Louisville Metro 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 Louisville Metro 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 Louisville Metro 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.

c. Effect of Family Unit Size Limitation - Initial Issuance

The Louisville Metro 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 Louisville Metro 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 Louisville Metro 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 Louisville Metro Housing Authority) despite making a good faith effort, the Louisville Metro 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 Louisville Metro 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 will 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 Louisville Metro 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 Louisville Metro Housing Authority determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS 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 Louisville Metro Housing Authority is required to assist the family in locating other standard housing in the Louisville Metro Housing Authority jurisdiction. The family and the Louisville Metro 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 Louisville Metro Housing Authority judges to be acceptable, the Louisville Metro 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.

d. Family Move: Normal Payment Standard is Applicable

The Louisville Metro 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 HQS, requiring the family to move in order to continue receiving tenant-based assistance.

e. 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.

i. 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 Louisville Metro 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.

ii. Previously assisted Housing Choice Voucher Tenant-based Families Rent Requirement

Residents assisted with Housing Choice Voucher 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.

f. 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 Louisville Metro Housing Authority will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

i. 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:

- 1) The percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or
- 2) 30 percent of the family's current adjusted monthly income.

ii. Previously assisted Housing Choice Voucher Tenant-based Families

For families who were previously assisted under the Housing Choice Voucher tenant-based voucher program on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

- 1) The percentage of the monthly adjusted income the family paid for gross rent;
- 2) The Total Tenant Payment;
- 3) The family share represented on the effective date of the eligibility event; or
- 4) 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, so long as the family receives enhanced voucher assistance.<sup>4</sup>

When a family reports a significant decrease in family income, the Louisville Metro Housing Authority will conduct an interim reexamination and verify the changes in income.

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<sup>4</sup> PIH Notice 2019-12(HA). "Enhanced Voucher Minimum Rent Calculation for Families Whose Income Subsequently Increase After Having Experience a Significant Decrease 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 the family's income subsequently increases to an amount where the dollar value of the family's enhanced voucher minimum rent is more than the original enhanced voucher minimum rent, the family's enhanced voucher minimum rent reverts to the original enhanced voucher minimum rent.<sup>3</sup>

g. 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 Louisville Metro 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 Louisville Metro Housing Authority's minimum rent.

h. 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.

8. 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 Louisville Metro Housing Authority will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Louisville Metro 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 Louisville Metro 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 Louisville Metro Housing Authority payment standards.

a. 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.

b. 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 Louisville Metro 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 Louisville Metro Housing Authority will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Louisville Metro Housing Authority utility allowance for any tenant-supplied utilities) for the unit provided the Louisville Metro Housing Authority determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Louisville Metro Housing Authority's voucher program.

If a change in the Louisville Metro Housing Authority's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Louisville Metro 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.

#### ***D. HUD ENFORCEMENT ACTIONS***

HUD enforcement actions can take the form of either terminating a Housing Choice Voucher project-based HAP contract or not offering the owner the option to renew an expiring Housing Choice Voucher 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 an 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 Louisville Metro Housing Authority in the above circumstances because families must move to receive housing choice voucher assistance.

The Louisville Metro Housing Authority will not approve an assisted tenancy at a property if HUD has informed the Louisville Metro Housing Authority that the owner is debarred, suspended, or subject to a limited denial of participation.

Furthermore, the Louisville Metro 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 Louisville Metro 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 Housing Choice Voucher 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.)



### ***E. 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.

## 25. EMERGENCY HOUSING VOUCHERS<sup>1</sup>

On May 5, 2021, HUD released PIH Notice 2021-15 (HA) authorizing the Emergency Housing Voucher (EHV) Program through the American Rescue Plan of 2021 (ARP). Eligibility for these EHV's is limited to individuals and families who are (1) homeless; (2) at risk of homelessness; (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. After September 30, 2023, LMHA will not reissue any previously leased EHV, regardless of when the assistance for the formerly assisted family ends or ended.

EHVs are tenant-based rental assistance under section 8(o) of the United States Housing Act of 1937 (42 U.S.C. 1437f(o)). The ARP further provides that HUD may waive any provision of any statute or regulation used to administer the amounts made available under section 3202 (except for requirements related to fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to expedite or facilitate the use of amounts made available for the EHV's.

To facilitate and expedite leasing, LMHA will receive an allocation of administrative fee funding for other eligible expenses that are not normally eligible administrative expenses under the Housing Choice Voucher (HCV) program, as well as administrative fees for the cost of administering EHV's.

EHV Housing Assistance Payment (HAP) funding (both the initial funding allocation and subsequent renewals) and both forms of administrative fee funding have been appropriated separately and apart from the regular HCV program appropriations provided through HUD's annual appropriations acts. The ARP limits the use of all EHV funding by time and purpose. Consequently, ARP EHV HAP funding and administrative fee funding (including services fees) covered by this notice may only be used for the EHV's and may not be for LMHA's regular HCV's or other special purpose vouchers (including Mainstream vouchers)<sup>2</sup>.

### ***A. ADMINISTRATIVE FEES AND OTHER ELIGIBLE EXPENSES<sup>3</sup>***

The ARP provides funding for fees for the costs of administering the EHV's and other eligible expenses defined by notice to prevent, prepare for and respond to coronavirus to facilitate the leasing of the emergency housing vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

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<sup>1</sup> PIH Notice 2021-15 (HA), "Emergency Housing Vouchers – Operating Requirements"

<sup>2</sup> PIH Notice 2021-15 (HA), Section 2 :Background

<sup>3</sup> PIH Notice 2021-15 (HA), Section 6: Administrative Fees and Other Eligible Expenses, PIH Notice 2023-23, "Emergency Housing Voucher (EHV): Expanded Use of the EHV Services Fee"

The eligible uses are designed to prevent and respond to coronavirus by facilitating the leasing of the EHV, which will provide vulnerable individuals and families a much safer housing environment to minimize the risk of coronavirus exposure or spread. Individuals and families who are homeless or at-risk of homelessness are often living in conditions that significantly increase the risk of exposure to coronavirus in addition to other health risks.

The services fees fall into four main components comprised of specific activities:

- **Housing Search Assistance.** LMHA is required to ensure housing search assistance is made available to EHV families during their initial housing search. LMHA may use the services fee funding to provide this required housing search assistance to EHV families during their initial housing search. Housing search assistance is a broad term which may include many activities such as but not limited to helping a family identify and visit potentially available units during their housing search, providing housing mobility services to encourage moves to high opportunity neighborhoods, helping to find a unit that meets the household's disability-related needs, providing transportation and directions, assisting with the completion of rental applications and forms, and helping to expedite the EHV leasing process for the family.
  - **Security Deposit/Utility Deposit/Rental Application/Holding Fee Uses/Arrears.** LMHA may choose to assist the family with application fees/non-refundable administrative or processing fees/refundable application deposit assistance.
  - **Holding fees.** In some markets, it is not uncommon for an owner to request a holding fee that is rolled into the security deposit after an application is accepted but before a lease is signed. LMHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. LMHA and the owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease.
  - **Security deposit assistance.** LMHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. LMHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided LMHA verifies the family paid the security deposit. LMHA may place conditions on the security deposit assistance, such as requiring the owner or family to return the security deposit assistance to LMHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease). Security deposit assistance returned to LMHA must be used for either services fee eligible uses or other EHV administrative costs.
  - **Utility deposit assistance/utility arrears.** LMHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. LMHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided

- LMHA verifies the family paid the utility deposit. LMHA may place conditions on the utility deposit assistance, such as requiring the utility supplier or family to return the utility deposit assistance to LMHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier). In addition, some families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for tenant-supplied utilities. LMHA may also provide the family with assistance to help address these utility arrears to facilitate leasing. Utility deposit assistance that is returned to LMHA must be used for either services fee eligible uses or other EHV administrative costs.
- Rental arrears to private landlords for admission. LMHA may provide applicants with rental arrear assistance for some or all of the applicant's rental arrears to a private landlord but only if the rental arrear is a barrier to leasing the EHV unit. For example, the EHV family found a landlord, but the landlord will not lease the unit because of the previous rental debt (this may occur if the EHV unit is with the same landlord or management agent). LMHA may choose to pay the rental arrears assistance directly to the private landlord or may pay the rental arrears assistance to the family, provided LMHA verifies the family pays the rental arrears. LMHA may not use the EHV services fee for debts owed by the family to LMHA, another PHA, or a closely-associated entity affiliated with LMHA.
  - Owner-related uses.
    - Owner recruitment and outreach. LMHA may use the service fee funding to conduct owner recruitment and outreach specifically for EHV's. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.
    - Owner incentive and/or retention payments. LMHA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family. LMHA may design the owner incentive payment to meet its specific needs. LMHA may condition the offer of the owner incentive payment on the owner's agreement to abide by certain terms and conditions. HUD anticipates that owner incentive/retention payments would typically be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). However, regardless of the frequency that LMHA chooses to make such payments, owner incentive/retentions payments are not housing assistance payments and are not part of the rent to owner. Owner incentive/retention payments are not taken into consideration when determining whether the rent for the unit is reasonable.
  - Other eligible uses.
    - Moving expenses (including move-in fees, storage expenses, lock-change fees, and deposits). LMHA may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. LMHA may not provide moving expenses assistance for subsequent moves unless the family is required to move for reasons other than something the family did or failed to do (e.g., LMHA is terminating the HAP contract because the owner did not fulfill the owner responsibilities under the HAP contract or the owner is refusing to offer the family the opportunity to enter a new lease after the initial lease term, as opposed to the

family choosing to terminate the tenancy in order to move to another unit), or a family has to move due to domestic violence, dating violence, sexual assault, or stalking, for example.

- Pre-tenancy services and services that support EHV families in fulfilling their family obligations under the EHV program. LMHA may use the services fee funding to help create customized plans to address or mitigate barriers that individual families may face in renting a unit with an EHV, such as negative credit, lack of credit, negative rental or utility history, or to connect the family to other community resources (including COVID-related resources) that can assist with rental arrears. LMHA may also use the services fee funding to mitigate barriers that individual families may face in maintaining occupancy of a unit with an EHV, such as providing access to case management, wrap-around services, life skills training (e.g., balancing a budget, paying bills on time, opening a savings account, maintaining a living space, securing a credit card, paying off debt, etc.), financial stability training, mental health care (e.g., travel costs to counseling, and co-pay charge, etc.), and/or a stability coordinator. LMHA may also use the services fee for services to remedy a lease violation/prevent an eviction (e.g. rectifying unsanitary living conditions or property damage) and may establish a cap/threshold for this service; this excludes financial assistance for rental/utility arrears. All services and training provided must be voluntary for the family and cannot be a condition of the lease or an LMHA requirement for admission continued participation in the EHV program. Additionally, LMHA may pay fees for families to obtain vital documents needed to establish eligibility for the program and/or required by landlords as part of their rental application. (e.g., application fees and Services that support EHV families in fulfilling their family obligations under the EHV program is a new eligible expense under this notice (e.g. costs for birth certificates, reasonable transportation costs to obtain social security cards or other documentation needed for eligibility, etc.).
- Essential household items. LMHA may use the services fee funding to assist the family with some or all of the costs of acquiring essential household items as defined by LMHA in the glossary of this administrative plan (e.g., tableware, bedding, , furniture, toiletries, cleaning supplies, etc.). LMHA may provide a pre-paid gift card (e.g., Visa, Mastercard, American Express) directly to the family, provided LMHA verifies the family purchased essential household items and obtains and maintains appropriate supporting documentation (e.g., a receipt). .).
- Renter's insurance if required by the lease. LMHA may use the services fee funding to assist the family with some or all of the cost of renter's insurance, but only in cases where the purchase of renter's insurance is a condition of the lease.

## ***B. ELIGIBILITY<sup>4</sup>***

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories<sup>5</sup>:

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<sup>4</sup> PIH Notice 2021-15 (HA), Section 8 :Individual and Family Eligibility under the Qualifying Categories

<sup>5</sup> Definitions of the following terms are contained within the glossary with relevant regulation cited.

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

### ***C. DIRECT REFERRAL***

The verification that the individual or family meets one of these four eligibility categories is conducted by the Continuum of Care (CoC) or another partnering agency that makes direct referrals to LMHA. The CoC or other direct referral partner must provide supporting documentation to LMHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.<sup>6</sup>

EHVs are one of several resources that communities can use to house individuals and families who are experiencing homelessness or have unstable housing. To ensure that the EHV's assist families who are most in need, LMHA will work with community partners to determine the best use and targeting for the vouchers along with other resources available in the community. LMHA will sign and execute a Memorandum of Understanding between the CoC and any other partnering agency that makes a direct referral to LMHA.

HUD's CoC program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389). The program is designed to promote community wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

The CoC is organized to carry out the responsibilities required under the program and is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

Provisions in the CoC Program Interim Rule at 24 CFR § 578.7(a)(8) require that CoCs establish a Coordinated Entry (CE) System. The CE System is a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area of the CoC, is easily

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<sup>6</sup> PIH Notice 2021-15 (HA), Section 8 :Individual and Family Eligibility under the Qualifying Categories

accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.<sup>7</sup>

LMHA will accept referrals for EHV directly from the CE System. Accepting direct referrals from the CE System will help ensure families are able to get assistance quickly and eliminate the administrative burden on LMHA regarding the determination as to whether the family meets the definition of a qualifying individual or family for EHV assistance. CoC partners may also support applicants through the application process and attend meetings with applicants and LMHA to aid individuals and families through the admissions process. Direct referrals for EHV are not added to LMHA's regular HCV waiting list.

In general, EHV families are issued EHV as the result of either:

- the direct referral process from the CoC CE System and/or other partnering organizations, or
- a situation where LMHA makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the LMHA's Emergency Transfer Plan.

LMHA must also take direct referrals from outside the CoC CE system if:

- the CE system does not have a sufficient number of eligible families to refer to LMHA, or
- the CE system does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.<sup>8</sup>

#### ***D. WAITING LISTS AND PREFERENCES***

It is possible that the number of applicants referred by partnering agencies at a given time may exceed the EHV available for LMHA to issue to families. HUD recognizes that requiring PHAs to utilize its existing HCV waiting list to manage EHV referrals will create unnecessary administrative burden, complications, and delays. LMHA shall maintain a separate waiting list for EHV referrals/applicants to help expedite the leasing process, both at initial leasing and for any turnover vouchers that may be issued prior to the September 30, 2023 turnover voucher cut-off date.

Because the EHV waiting list is based on direct referrals or requests through LMHA's VAWA emergency transfer plan and not applications from the general public, LMHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the EHV waiting list.<sup>9</sup>

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<sup>7</sup> PIH Notice 2021-15 (HA), Section 9b :Waivers and Alternative Requirements: Required partnerships with the CoC and other organizations for direct referrals and services.

<sup>8</sup> PIH Notice 2021-15 (HA), Section 9c :Waivers and Alternative Requirements: Admissions process – Direct Referrals from the CoC and other partnering organizations.

<sup>9</sup> PIH Notice 2021-15 (HA), Section 9e :Waivers and Alternative Requirements: Separate waiting list for EHV

For EHV, the local preferences established by LMHA for HCV admissions do not apply to EHV. LMHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHV, or may simply choose to not establish any local preferences for the EHV waiting list.

In establishing any local preferences for the EHV waiting list, the preference may not prohibit EHV admissions from any of the four qualifying categories of eligibility. The preference system prioritizes the order in which families on the EHV waiting list are assisted but does not allow LMHA to refuse to accept a referred family that meets one of the four EHV eligibility categories, or otherwise delay issuance of an available voucher to that eligible family in order to “hold” the voucher for a future referral of a preference holder. In cases where LMHA and the referral agency partners are contemplating local preferences for the EHV waiting list, LMHA and its partners will consider designing preferences that take into consideration the comparative health risks that COVID-19 poses to the subgroup of families eligible for EHV (e.g., individuals or families living in environments where practicing social distancing or taking other preventive measures may be particularly challenging). LMHA must ensure any local preferences do not discriminate on the basis of any federally protected classes and cannot utilize criteria or methods of administration which would result in discrimination.

Given the emergency nature of these vouchers, the fact that many individuals and families in the targeted populations may not necessarily qualify as a “resident” due to their housing circumstances, it is not appropriate to apply residency preferences for EHV admission.<sup>10</sup>

LMHA must inform families on the HCV waiting list of the availability of EHV by, at a minimum, either by posting the information to its website or providing public notice in their respective communities. LMHA will describe the eligible populations to which the EHV is limited and clearly state that the availability of these EHV is managed through a direct referral process.

Since LMHA has a homeless preference for the regular HCV program, LMHA must refer any applicant on the waiting list that indicated they qualified for the homeless preference to the CoC. The CoC will determine whether the family is eligible for an EHV (based on the qualifying definition for EHV assistance for homelessness or another eligible category as applicable). The CoC will also determine if the family is eligible for other homeless assistance through the CE system.<sup>11</sup>

## ***E. REQUIRED HOUSING SEARCH ASSISTANCE<sup>12</sup>***

Housing search assistance can help EHV participants successfully move to areas of higher opportunity, as well as broaden the pool of landlords participating in the EHV program,

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<sup>10</sup> PIH Notice 2021-15 (HA), Section 9f :Waivers and Alternative Requirements: Local Preferences

<sup>11</sup> PIH Notice 2021-15 (HA), Section 9c :Waivers and Alternative Requirements: Admissions process – Direct referrals from the CoC and other partnering organizations.

<sup>12</sup> PIH Notice 2021-15 (HA), Section 9d :Waivers and Alternative Requirements: Required housing search assistance.



including culturally or racially diverse landlords and landlords with smaller numbers of units. HUD has established as an alternative requirement that LMHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by LMHA or through the CoC or another partnering agency or entity.

Housing search assistance is a broad term which can include many activities, but with respect to this requirement it must at a minimum:

- help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods;
- provide transportation assistance and directions to potential units;
- conduct owner outreach;
- assist with the completion of rental applications and LMHA forms; and
- help expedite the EHV leasing process for the family.

Other recommended, but not required, housing search activities include helping individual families identify barriers to leasing (e.g., low credit score, evictions history) and strategies to address these barriers, workshops on how to conduct an effective housing search, enhanced support for portability processing, regular proactive check-ins for families searching with a voucher, regular reminders to the family of their voucher expiration date and extension policies, and a dedicated landlord liaison for EHV voucher families.

## ***F. DENIAL OF ASSISTANCE TO AN EHV APPLICANT<sup>13</sup>***

LMHA may not deny an EHV applicant admission on grounds of the following:

- Any member of the family has been evicted from federally assisted housing in the §A PHA has ever terminated assistance under the program for any member of the family;
- 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;
- 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;
- The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA;
- The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with §982.553(a)(3);
- The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

LMHA is required to prohibit admissions to the following:

- Any household member that has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

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<sup>13</sup> PIH Notice 2021-15 (HA), Section 9g :Waivers and Alternative Requirements: Restrictions on PHA denial of assistance to an EHV applicant.

- Any household member that is subject to a lifetime registration requirement under a State sex offender registration program.

When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at § 982.551(h)(2) apply. Other than the birth, adoption or court-awarded custody of a child, LMHA must approve additional family members and may apply its regular screening criteria in doing so.

LMHA must still deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3), but should notify the family of the limited EHV grounds for denial of admission first.

### ***G. INCOME VERIFICATION AT ADMISSIONS<sup>14</sup>***

For homeless families and other EHV eligible families, documentation may not be readily on-hand and may be difficult to obtain quickly. Accepting self-certifications and allowing for the delay of receipt of documentation and/or third-party verification will allow the CoC/partnering agency to assist the family in obtaining the necessary documentation without unduly delaying the family's housing assistance.

LMHA will consider self-certification as the highest form of income verification at admission. Applicants must submit an affidavit attesting to reported income, assets, expenses and other factors which would affect an income eligibility determination. Additionally, applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of LMHA's request.

For example, a Supplemental Security Income (SSI) benefit letter that was issued in November 2020 to represent the applicant's benefit amount for 2021 and was provided to LMHA in September 2021 would be an acceptable form of income verification. As a reminder, LMHA may also use the SSI benefit letter as proof of disability.

Once HUD makes the EIV data available to LMHA under this waiver and alternative requirement, LMHA must: review the EIV Income and Income Validation Tool (IVT) Reports to confirm/validate family-reported income within 90 days of LMIC-NG submission date; print and maintain copies of the EIV Income and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, LMHA must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search. LMHA may be required to deny assistance to household members already receiving assistance from another program.

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<sup>14</sup> PIH Notice 2021-15 (HA), Section 9h :Waivers and Alternative Requirements: Income verification at admissions

LMHA may incorporate additional procedures to remind families of the obligation to provide true and complete information. LMHA will be responsible for addressing any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later and must take necessary enforcement actions if the tenant was never eligible due to their income, as well as initiate HUD-compliant payment plans for those whose unreported income was unintentional and do not make the tenant ineligible for the program accordingly. The adoption of this waiver does not authorize any ineligible family to receive assistance under these programs. If LMHA later determines that an ineligible family received assistance, LMHA must take steps to terminate that family from the program.

## ***H. SOCIAL SECURITY NUMBER AND CITIZENSHIP VERIFICATION<sup>15</sup>***

Generally, HCV applicants must disclose and document the social security numbers (SSN) of each applicant, evidence of U.S. citizenship or eligible immigration status for noncitizens claiming eligibility for assistance, each family member's date of birth to verify identity and determine age, and disability status, if claimed.

This documentation may not be readily on hand and may be difficult to obtain for individuals and families experiencing homelessness. Accepting self-certifications and delaying the receipt of documentation and/or third-party verification will allow LMHA to assist EHV families more quickly and provide time for the family (with assistance from the CoC or other partnering agencies) to obtain the necessary documentation. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless LMHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a family member appeals secondary verification of immigration documents, LMHA may not delay, deny, reduce, or terminate on the basis of immigration status pending the completion of the appeal as described in § 5.514(e).

LMHA may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, LMHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

LMHA may incorporate additional procedures to remind families of the obligation to provide true and complete information. LMHA will be responsible for addressing any material discrepancies (i.e., erroneous SSNs) that may arise later and must take necessary enforcement actions accordingly. The adoption of this waiver does not authorize any ineligible family to receive assistance under these programs. If LMHA determines that an ineligible family received assistance, LMHA must take steps to terminate that family from the program.

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<sup>15</sup> PIH Notice 2021-15 (HA), Section 9i :Waivers and Alternative Requirements: Eligibility determination: Social Security Number and Citizenship Verification.

## ***I. INAPPLICABILITY OF INCOME TARGETING REQUIREMENTS<sup>16</sup>***

LMHA must determine income eligibility for EHV families in accordance with § 982.201. However, the income targeting requirements of section 16(b) of the United States Housing Act of 1937 and § 982.201(b)(2) are waived and do not apply for EHV families so that LMHA can effectively serve individuals and families in all the eligibility categories under the ARP who may be at a variety of income levels, including low-income families. LMHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted. In conformance with normal program rules, LMHA may not deny admission to a family with zero income and must consider hardship circumstances before charging a minimum rent in accordance with § 5.630(b).

## ***J. USE OF RECENTLY CONDUCTED INITIAL INCOME DETERMINATIONS AND VERIFICATIONS AT ADMISSION<sup>17</sup>***

Some families who were recently homeless but are now currently residing in rapid rehousing or are receiving other time-limited housing assistance may have had their income recently verified under that housing assistance program. Furthermore, families who are eligible for EHV assistance as victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking may be currently assisted through other subsidized housing programs such as public housing. LMHA may accept income calculations and verifications from third-party providers or from an examination that LMHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as the income was (1) calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months and (2) the family certifies there has been no change in income or family composition in the interim. At the time of the family's regularly-scheduled reexamination LMHA must conduct the regularly-scheduled reexamination of income as outlined at 24 CFR § 982.516.

For each new admission under this waiver and alternative requirement, LMHA must:

- review the EIV Income and IVT Reports to confirm/validate family-reported income within 90 days of PIC-NG submission date;
- print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
- resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

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<sup>16</sup> PIH Notice 2021-15 (HA), Section 9j :Waivers and Alternative Requirements: Inapplicability of income targeting requirements

<sup>17</sup> PIH Notice 2021-15 (HA), Section 9k :Waivers and Alternative Requirements: Use of recently conducted initial income determinations and verifications at admission

### ***K. PRE-INSPECTION OF HQS UNITS<sup>18</sup>***

To expedite the leasing process, LMHA may pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units. If an EHV family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD-52517), the unit may be approved as long as it meets all other conditions under § 982.305. However, the family must be free to select their unit and cannot be required to accept a pre-screened unit.

### ***L. INITIAL SEARCH TERM<sup>19</sup>***

While the EHV program provides LMHA with funding designed to help increase the success rate of EHV families in obtaining housing (such as security deposit assistance, landlord incentives, and housing search assistance), these families may still face significant challenges with their housing search. An initial search term of 60 days may be inadequate for EHV families. Consequently, HUD is waiving § 982.303(a), which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an EHV must be at least 120 days. Any extensions, suspensions, and progress reports will remain under the policies in the administrative plan (reference current chapter in admin plan) but will apply after the minimum 120-day initial search term.

LMHA must grant reasonable accommodation requests to extend the housing search term that may be necessary for individuals with disabilities to find a unit that meets their disability-related needs. For example, it may be challenging to find a unit that includes specific accessibility features, is close to accessible transportation, or close to supportive services or medical facilities.

### ***M. INITIAL LEASE TERM<sup>20</sup>***

Under the HCV program, the family must enter into an initial lease with the owner for at least one year, unless a shorter term would improve housing opportunities for the tenant and the shorter term is a prevailing market practice. To provide a greater range of housing opportunities for EHV families, HUD is waiving Section 8(o)(7)(A) of the United States Housing Act of 1937 and § 982.309(a)(2)(ii). The initial lease term for an EHV family may be less than 12 months regardless of whether the shorter term is a prevailing market practice.

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<sup>18</sup> PIH Notice 2021-15 (HA), Section 9l :Waivers and Alternative Requirements: Pre-inspection of HQS units

<sup>19</sup> PIH Notice 2021-15 (HA), Section 9m :Waivers and Alternative Requirements: Initial search term

<sup>20</sup> PIH Notice 2021-15 (HA), Section 9n :Waivers and Alternative Requirements: Initial lease term

## ***N. PORTABILITY<sup>21</sup>***

The normal HCV portability procedures and requirements generally apply to EHV's with the following exceptions:

### *Non-resident applicants*

If neither the household head nor spouse of an assisted family already had a “domicile” (legal residence) in the jurisdiction of LMHA at the time the family first submitted an application for participation in the program, a family is a “non-resident applicant.”

In order to provide maximum housing choice for the targeted populations, HUD is removing the restriction for EHV nonresident applicants to allow all EHV families to immediately move under portability. Accordingly, HUD is waiving section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and § 982.353(c). LMHA may not restrict an EHV family from exercising portability because they are a non-resident applicant.

### *Billing and absorption*

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether LMHA does or does not currently administer EHV's under its own ACC.

If the EHV family moves under portability to another PHA that administers EHV's under its own ACC:

- The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do). If LMHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
- Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies, although neighboring PHAs and PHAs in the same metro area or region are strongly encouraged to work collaboratively with one another to align EHV policies and help facilitate EHV portability moves between their jurisdictions.

If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

### *Family briefing/initial PHA and receiving PHA coordination on services*

In addition to the applicable family briefing requirements at § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

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<sup>21</sup> PIH Notice 2021-15 (HA), Section 9o :Waivers and Alternative Requirements: Portability

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of EHV services and assistance provided to the family and that the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.

#### *HAP and EHV administrative fees*

##### HAP and ongoing fees

The requirements at 982.355(e) apply to portability billing arrangements on behalf of an EHV family:

- The initial PHA must promptly reimburse the receiving PHA for the full amount of the housing assistance payments made by the receiving PHA for the family.
- The initial PHA must promptly reimburse the receiving PHA for the lesser of 80 percent of the initial PHA's EHV ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee (or the receiving PHA's EHV ongoing administrative fee if the receiving PHA administers the EHV program). If both PHAs agree, LMHA may negotiate a different amount of reimbursement.

##### Services Fee Funding

If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA. This is the case regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up.

If the receiving PHA administers EHV's under its CACC, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance. If the receiving PHA does not administer EHV's under its CACC, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

The amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1750, unless the initial PHA and receiving PHA mutually agree to change the \$1750 cap.

##### Placement fee/issuance reporting fee

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving

PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee, as applicable.

Note that the entire preliminary fee is always paid to and retained by the initial PHA and is not impacted by an EHV portability move.

## ***O. PAYMENT STANDARD AMOUNTS<sup>22</sup>***

Many rental markets with a high need for the EHV are very competitive with a shortage of affordable rental units. EHV recipients who are homeless or at risk of homelessness may have relatively lower incomes than regular HCV recipients, limiting their ability to rent units with rents above the payment standard. In addition, landlords may be more reluctant to rent to homeless individuals who may have limited or poor credit history, a limited established rental history, or other issues. LMHA may establish separate higher payment standards for the EHV in order to increase the potential pool of available units for EHV families.

Establishing a separate EHV payment standard is at the discretion of LMHA, and LMHA is not required to do so. LMHA is not permitted to establish a separate payment standard for the EHV that is lower than the regular HCV payment standard. If LMHA increases the regular HCV payment standard, LMHA must also increase the EHV payment standard if it would be otherwise lower than the new regular HCV payment standard.

The separate EHV payment standard must comply with all other HCV requirements under § 983.503 with the exception of the waivers of § 982.503(b)(i) and § 982.503(b)(iii) discussed below:

In addition, HUD is waiving § 982.503(b)(1)(i) and establishing an alternative requirement to allow LMHA to establish a payment standard amount for a unit size at any level between 90 percent and 120 percent (as opposed to 110 percent) of the published FMR for that unit size. HUD approval is not required to establish an EHV payment standard within that range.

Furthermore, HUD is waiving § 982.503(b)(1)(iii) and establishing an alternative requirement that since LMHA has not opted to voluntarily implement Small Area FMRs under 24 CFR 888.113(c)(3), LMHA may establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published Small Area FMRs. LMHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. As is the case for the regular HCV program, LMHA must notify HUD if it establishes an EHV exception payment standard based on the Small Area FMR. The exception payment standard must apply to the entire ZIP code area.

LMHA may also still request approval for exception EHV payment standards above 120% of the applicable FMR/SAFMR from HUD in accordance with § 982.503(b)(1)(iv) or § 982.503(c) if needed.

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<sup>22</sup> PIH Notice 2021-15 (HA), Section 9p :Waivers and Alternative Requirements: Payment standard amounts



All rent reasonableness requirements at § 982.507 continue to apply to EHV units, regardless of whether LMHA has established an alternative or exception EHV payment standard. LMHA may provide EHV owner incentive payments to recruit and retain owners, but the rent charged for the unit must be a reasonable rent in comparison to rent for other comparable units.

***THE PAYMENT STANDARDS FOR EHV ARE LISTED IN APPENDIX 12.P.  
INCREASE IN PAYMENT STANDARD DURING HAP CONTRACT  
TERM<sup>23</sup>***

The increased payment standard applies after the effective date of the increase in the payment standard amount, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family's first regular reexamination following the change. All other policies apply as per Chapter 11 of the Administrative Plan.

At Housing Assistance Payments (HAP) contract renewal, LMHA limits the Rent to Owner to whichever is least:

1. The Owner requested Rent to Owner;  
or
2. The Reasonable Rent.

***Q. MOVING-TO-WORK (MTW) AGENCIES<sup>24</sup>***

MTW agencies such as LMHA that administer EHV's are bound by the terms and conditions of PIH Notice 2021-15. All HCV statutory and regulatory requirements and HUD directives are applicable to EHV's unless waived. However, MTW agencies may request approval from HUD's Office of Housing Voucher Programs to administer EHV's in accordance with the HCV programmatic flexibilities approved under LMHA's Annual MTW Plan or MTW Supplement to LMHA Plan, as permitted by its MTW Agreement or the MTW Operations Notice. The Office of Housing Voucher Programs may approve LMHA's request provided it determines the requested MTW flexibility is not in direct conflict with an EHV waiver or alternative requirement and its application would not have a detrimental impact on EHV families. LMHA must submit such requests with supporting justification through their local Field Office.

EHV funding is not eligible for MTW fungibility but must only be used for EHV eligibility activities and to assist EHV eligible families. This applies to EHV HAP funding and to all forms of EHV administrative fees.

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<sup>23</sup> PIH Notice 2021-15 (HA), Section 9q :Waivers and Alternative Requirements: Increase in payment standard during HAP contract term<sup>24</sup> PIH Notice 2021-15 (HA), Section 10 :Moving-to-Work agencies

<sup>24</sup> PIH Notice 2021-15 (HA), Section 10 :Moving-to-Work agencies

## ***R. NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS<sup>25</sup>***

LMHA must follow all applicable nondiscrimination and equal opportunity requirements outlined in Section 2.A. of the administrative plan.

## ***S. INAPPLICABILITY OF PROJECT-BASED VOUCHER ASSISTANCE<sup>26</sup>***

LMHA will not project-base EHV's but must administer these vouchers exclusively as tenant-based assistance. Section 3202(b)(1) of the ARP provides that the EHV's "shall be tenant-based assistance under section 8(o) of the United States Housing Act of 1937."

## ***T. TERMINATION OF VOUCHERS UPON TURNOVER<sup>27</sup>***

The ARP provides that after September 30, 2023, LMHA may not reissue the EHV when assistance for an assisted family ends. This means that when an EHV participant (a family that is receiving rental assistance under a HAP contract) leaves the program for any reason, LMHA may not reissue that EHV to another family unless it does so no later than September 30, 2023.

## ***U. EARNED INCOME DISALLOWANCE (EID)<sup>28</sup>***

For persons with disabilities already participating in the program who meet certain requirements, increases in income are excluded from annual income for a 24-month period.

**Eligibility** – To be eligible an EHV family must experience an increase in annual income that is the result of **one** of the three following events:

1. New employment by a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment
  - a. Previously unemployed includes a person who did not earn more money than a person working 10 hours a week for 50 weeks at minimum wage would have made.
2. Increased earnings by a family member who is a person with disabilities and whose earnings increased during participation in an economic self-sufficiency program or other job-training program
3. New employment or increased earning by a family member who is a person with disabilities and who has received TANF benefits or services within the past 6 months.
  - a. If the TANF is received in monthly maintenance, there is no minimum amount

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<sup>25</sup> PIH Notice 2021-15 (HA), Section 11 :Nondiscrimination and Equal Opportunity requirements

<sup>26</sup> PIH Notice 2021-15 (HA), Section 12 :Inapplicability of Project-based Voucher Assistance

<sup>27</sup> PIH Notice 2021-15 (HA), Section 13 :Termination of Vouchers upon turnover after Sept 30, 2023

<sup>28</sup> 24 CFR 5.617, "Self-sufficiency incentives for persons with disabilities – Disallowance of increase in annual income"

- b. If the TANF is received in another form, the total over the 6 month period must be at least \$500.

The disallowance of increases in income as a result of employment of persons with disabilities does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

#### **24-Month Exclusion Period**

During the 24-month period beginning on the first of the month following the date the family member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, LMHA will exclude from the annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

#### **Lifetime Maximum Disallowance**

The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime, consecutive 24-month period.

## 26. STABILITY VOUCHERS (SV)<sup>29</sup>

### 1) CRITERIA FOR STABILITY VOUCHERS

- a) LMHA was awarded 22 Stability Vouchers in 2023.
- b) Stability Vouchers (SVs) may assist households who are:
  - i) homeless,
  - ii) at-risk of homelessness,
  - iii) those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, or human trafficking, or
  - iv) veterans and families that include a veteran family member that meet one of the proceeding criteria

### 2) PARTNERSHIP WITH CONTINUUM OF CARE FOR REFERRALS

- a) LMHA is partnered with and has executed a Memorandum of Understanding (MOU) with Louisville-Jefferson County Continuum of Care (Coc).
- b) LMHA must accept referrals for SVs directly from the Coordinated Entry (CE) process, this will help ensure families are able to get assistance quickly and eliminate the administrative burden on LMHA regarding the determination as to whether the family meets the definition of a qualifying individual or family for SV assistance.
- c) Direct referrals for SVs are not added to the LMHA's regular HCV waiting list.
- d) Families are issued SVs as the result of either:
  - i) the direct referral process from the CoC CE process or other partnering organizations, or
  - ii) a situation where LMHA makes an SV available in order to facilitate an emergency transfer for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking.
- e) LMHA must also take direct referrals from outside the CoC CE process if:
  - i) the CE process does not have a sufficient number of eligible families to refer to fully lease the PHA's allocation of SVs, or
  - ii) the CE process does not identify a sufficient number of families that may be eligible for SV assistance because they are fleeing, attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.
  - iii) In those instances, LMHA will enter into a partnership to receive direct referrals from another entity, assuming there are such additional organizations that can certify that an individual or family is homeless or at risk of homelessness, formerly homeless, is an individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.
    - (1) LMHA must enter an MOU with partnering referral agency. Alternatively, the partnering referral agency may be added to the MOU between LMHA and Louisville-Jefferson County CoC.

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<sup>29</sup> PIH Notice 2022-24 "Stability Voucher Program"

- f) The referring agency must provide documentation to LMHA of the referring agency's verification that the family meets one of the four eligible categories for SV assistance.
  - i) The PHA must retain this documentation as part of the family's file.
  - ii) For certifying eligibility for individuals and families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, CoCs and VSPs may accept the survivors' self-definition of "fleeing or attempting to flee" for purposes of meeting eligibility for the SV as a person fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking. I
    - (1) If an individual self-identifies as fleeing or attempting to flee domestic violence, that individual would be eligible for a SV.
    - (2) The survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking can be a minor child.
  - iii) Other than cases where a survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking is requesting an emergency transfer, LMHA must refer a family that is seeking SV assistance directly from LMHA to the CoC or other referring agency partner for initial intake, assessment, and possible referral for SV assistance.
  - iv) If at any time LMHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC's CE process or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), the PHA must enter into a formal partnership with another entity, such as another homeless service provider and/or victim services provider (such as a sexual assault, human trafficking, or cultural specific VSP), to receive referrals.
    - (1) This system should continue to allow for prioritization according to the standards set out in the MOU between the referring organization and the LMHA and should be easy to transition to the CoC's CE process when it comes online or is able to begin making referrals.
  - v) Following notification, HUD will provide additional guidance to LMHA on adoption of direct referrals outside of the CE process if needed.
  - vi) LMHA will inform families on the HCV waiting list of the availability of SVs by, at a minimum, either posting the information to its website or providing public notice in its respective communities.
    - (1) The notice must describe the eligible populations to which the SVs are limited and clearly state that the availability of these SVs is managed through a direct referral process.
    - (2) The notice must advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for SV assistance.
- C. In providing this notice, LMHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities. LMHA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

### 3) PROHIBITIONS

#### a) Mandatory Prohibitions

- i) LMHA will prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to SV applicants.
- ii) LMHA will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to SV applicants.
- b) Permissive Prohibitions
  - i) LMHA may prohibit admission to SV applicants if a family:
    - (1) If LMHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
      - (a) Violent criminal activity
      - (b) Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity
    - (2) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
    - (3) If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.
- c) LMHA will NOT prohibit admission to the SV program for:
  - i) Any member of the family has been evicted from federally assisted housing or LMHA has ever terminated assistance under the program for any member of the family.
  - ii) The family currently owes rent or other amounts to LMHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
  - iii) 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.
  - iv) The family breached an agreement with LMHA to pay amounts owed to LMHA, or amounts paid to an owner by a PHA.
  - v) The family would otherwise be prohibited admission under alcohol abuse standards established by LMHA in accordance with 24 CFR §982.553(a)(3).
  - vi) LMHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.
- 4) MANDATORY AND OPTIONAL FEDERAL REGULATIONS WAIVERS USED IN THE STABILITY VOUCHER PROGRAM
  - a) The SV program mandates some waivers of Federal Regulations and allows LMHA to opt into some waivers. Below is a summation of each waiver that LMHA will use:

Item	Statutory or Regulatory Waiver	Brief Summary	Mandatory use	Alternative Requirements
Establishing Partnerships for SV Administration	N/A	PHAs are required to work with community partners to determine the best use and targeting for the SVs along with other resources available in the community.	Yes	A PHA must enter into a Memorandum of Understanding (MOU) with the CoC to establish partnership for the administration of the SVs, pair SVs with CoC-funded supportive services; and to collaborate with the CoC and other stakeholders to develop a prioritization plan for these vouchers.
Direct referrals from the CoC and other partnering organizations	24 CFR § 982.204(a)	<p>Waives requirement under the HCV program that participants must be selected from the PHA waiting list. Instead, PHAs must accept referrals for SVs directly from the CE System.</p> <p>If the CE system does not identify families that may be eligible for SV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA must enter into a partnership to receive direct referrals from another entity (e.g. Victim Services provider).</p>	Yes	<p>PHAs must inform families on the HCV waiting list of the availability of SVs by, at a minimum, either by posting the information to their website or providing public notice in their respective communities.</p> <p>If the PHA has a preference for survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for this preference to the CoC, or the applicable partnering referral agency.</p> <p>If the PHA has a homeless preference for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for the homeless preference to the CoC.</p>
Separate waiting list	24 CFR § 982.204(f)	Waives requirement that a PHA must use a single waiting list for admission to its HCV program. Instead, PHAs shall maintain a separate list for SV	Yes	PHA shall maintain a separate waiting list for SV.

		referrals/applicants.		
Public notice when opening and closing the waiting list	24 CFR § 982.206	Waives the requirement for PHAs to give public notice when opening and closing the waiting list. The SV waiting list is based on direct referrals or emergency transfer requests to the PHA from a survivor of domestic violence, dating violence, sexual assault, stalking, or human trafficking and not applications from the general public.	Yes	PHA will work directly with its CoC, and other referral agency partners to manage the number of referrals and the size of the SV waiting list
Local preferences	24 CFR § 982.207(a)	Waives the applicability of HCV local preferences established by the PHA to SVs. Instead, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for SVs, or may simply choose to not establish any local preferences for the SV waiting list.	Yes	Local preferences established by the PHA for the HCV admissions do not apply to SVs. In establishing any local preferences for the SV waiting list, the preference may not prohibit SV admissions from any of the four qualifying categories of eligibility.
Residency preferences	24 CFR § 982.207(b)	Waives the allowability for a PHA to adopt and implement a residency preference for SVs. Given the fact that many individuals and families in the targeted populations may not necessarily qualify as a “resident” due to their housing circumstances, and the direct referral/coordinated entry aspect of SV administration, it is not appropriate to apply residency preferences for SV admission.	Yes	PHA may not apply any residency preference.



Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

Admissions: Mandatory Prohibitions	24 CFR 24 982.552 and § 982.553	Waives 24 CFR §982.552 and § 982.553 in part and establishes an alternative requirement with respect to mandatory prohibitions of admissions for SV applicants.	Yes	<p>(1) The PHA must prohibit admission to the program if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.</p> <p>(2) The PHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.</p>
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Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

Admissions: Unallowable Prohibitions	24 CFR § 982.552 and § 982.553	Waives 24 CFR §982.552 and § 982.553 in part and establishes an alternative requirement making certain admission prohibitions unallowable in SV that are allowable in HCV.	Yes	<p><b><u>Unlike the HCV admissions PHAs may not deny admission for any of the following:</u></b></p> <ol style="list-style-type: none"> <li>1. Any member of the family has been evicted from federally assisted housing in the last five years.</li> <li>2. A PHA has ever terminated assistance under the program for any member of the family.</li> <li>3. 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.</li> <li>4. 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.</li> <li>5. The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.</li> <li>6. The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR §982.553(a)(3).</li> <li>7. The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.</li> </ol>
Income verifications at	24 CFR § 982.201(e)	Waives the third-party income verification	No	Allows PHA to accept self- certification as the highest form of

admission		requirements for SV applicants and, alternatively allowing PHAs to consider self-certification as the highest form of income verification at admission		income verification at admission. Applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within <b>60 days</b> of the PHA's request.
SSN and citizenship verification	24 CFR § 5.216(b)(2), (g), (h), 5.218, 5.508(b)(2)(ii), (b)(3)(ii), (g)	Waives the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the SV program.	No	Documentation must be provided in <b>180 days</b> of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.  PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. PHA must obtain a higher level of verification within <b>90 days</b> of admission or verify the information in EIV.
Income targeting requirements	Section 16(b) of the United States Housing Act of 1937 and 24 CFR § 982.201(b)(2)	Waives Income targeting requirements. These do not apply to SV allowing PHAs to serve people at a variety of income levels including low-income families.  PHAs may still choose to include the admission of extremely low-income SV families in its income targeting numbers for the fiscal year in which these families are admitted.	Yes	N/A
Income calculation and verifications from third-party providers	24 CFR § 982.201(e)	PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for	No	For each new admission under this waiver and alternative requirement, the PHA must: review the EIV Income and IVT Reports to confirm/validate family-reported income within 90 days of the IMS/PIC submission date; print and

Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

		another subsidized housing program in lieu of conducting an initial examination of income as long as the income was (1) calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months and (2) the family certifies there has been no change in income or family composition in the interim.		<p>maintain copies of the EIV Income and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.</p> <p>At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR § 982.516.</p>
Initial search term	24 CFR § 982.203(a)	Waives requirement that the initial search term must be at least 60 days and establishes an alternative requirement that the initial term for an SV must be at least 120 days.	Yes	Initial term for an SV <b>must be at least 120 days</b> . Any extensions, suspensions, and progress reports will remain under the policies in the PHA's administrative plan but will apply after the minimum 120-day initial search term.
Initial lease term	Section 8(o)(7)(A) of the United States Housing Act of 1937 and 24 CFR § 982.309(a)(2)(ii)	Waives the requirement that a family must enter into an initial lease with the owner for at least one year.	Yes	Families can enter into leases for a term shorter than one year.
Portability	Section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and 24 CFR § 982.353(c)	The normal HCV portability procedures and requirements apply to SVs with some exceptions (see alternative requirements section to the right).	Yes	<p>In order to provide maximum housing choice for the targeted populations, HUD is removing this restriction for SV nonresident applicants to allow all SV families to immediately move under portability.</p> <p>The PHA may not restrict an SV family from exercising portability because they are a nonresident</p>

				<p>applicant.</p> <p>A receiving PHA cannot refuse to assist an incoming SV family, regardless of whether the PHA does or does not currently administer SVs under its own ACC.</p> <p>In addition to the applicable family briefing requirements at 24 CFR § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special SV services and assistance that may be available to the family.</p> <p>If the portability move is in connection with the SV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the SV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of SV services and assistance provided to the family and that the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.</p>
Establishing separate higher payment standards for SVs	24 CFR § 982.503(a)(3), § 982.503(b)(1) (i), § 982.503(b)(1) (iii)	Waiving 24 CFR § 982.503(a)(3) and establishing an alternative requirement permitting PHAs to establish separate higher payment standards for the SVs. Many rental markets with a high need for the SVs are very competitive with a shortage of affordable rental units. SV recipients who are homeless or at risk of	No	<p>Establishing a separate SV payment standard is at the discretion of the PHA and the PHA is not required to do so. PHAs are not permitted to establish a separate payment standard for the SVs that is lower than the regular HCV payment standard. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the SV payment standard if it would be otherwise lower than the new regular HCV payment standard.</p> <p>PHAs can establish a payment standard amount for a unit size at</p>

- 5) Moving To Work Waivers LMHA Will Use in the Stability Voucher Program
- The use of all of these waivers is pending HUD approval
  - Below is a summation of the MTW waivers LMHA intends to use:



i) **Streamlined Recertifications**

- (1) Biennial (Once every 2 years) recertification of family income and circumstances
- (2) Verification documents may be up to 120 days old

ii) **Childcare Deduction**

- (1) Deduct verified, ongoing childcare expenses from a working household's gross income when determining income eligibility at admission. The head of household, co-head, and/or spouse must be employed.

iii) **Owner Leasing Incentives**

- (1) MHA provides incentives to owners who lease a new unit to an HCV family (i.e., unit has never been previously leased to another LMHA HCV participant). LMHA provides a one-time \$500 payment for leasing a new unit, payable upon execution of a HAP contract and an additional \$500 payment at the one-year anniversary of the HAP contract to owners who lease new one-bedroom units to HCV participants.
- (2) LMHA offers limited vacancy loss and damage payments to owners who lease a new unit to an HCV family.
- (3) Vacancy loss payments are made available to an owner whose tenant vacates the unit without notice or LMHA authorization, prior to the end of their lease term. To qualify for the vacancy loss payment, the unit owner must re-rent the unit to another HCV family within six months of the date that the owner notifies LMHA of move-out. Owners are paid only for the length of time the unit was vacant, with a maximum payment equivalent to two months of HAP. In addition, LMHA only reimburses owners to the extent that the lost rent is not covered by the security deposit (after being applied to any damages). Finally, owners must demonstrate a good faith effort to re-rent the unit to another HCV family during the period of vacancy.
- (4) LMHA provides damage loss payments to owners who agree to accept a reduced security deposit. The reduced deposit must be equal to the lesser of one month of the tenant portion of the rent or \$200. At move out, LMHA awards a damage payment for tenant caused damages up to a maximum amount of one month's contract rent, which is typically the normally required security deposit amount, minus any amount covered by the tenant security deposit.

iv) **Rent Simplification**

- (1) When calculating a participant's Total Tenant Payment, LMHA disregards financial aid exceeding amounts received for tuition and fees for all adult full-time students.
- (2) LMHA has eliminated the Standard Earned Income Disregard.
- (3) LMHA provides a \$7,500 earned income disregard to elderly families whose only other source of income is Social Security, SSI, and/or pension
- (4) LMHA allows self-certification of assets valued up to \$50,000 and excludes income from assets valued up to \$50,000. For assets with market/face value of more than \$50,000, LMHA calculates asset income by taking the market/face value and multiplying that by the established passbook savings rate. To better align with new HOTMA changes, the \$50,000 annual threshold will be adjusted annually in line with the Consumer Price Index for Urban Wage Earners and Clerical Workers.
- (5) LMHA offers a flat standard medical deduction, which is currently \$1,979 per year. This value is updated annually and equals the monthly Medicare Part B premium established by the U.S. Centers for Medicare and Medicaid Services multiplied by 12.
- (6) LMHA applies the payment standard in effect on the effective date of a household's regular recertification, regardless of any fluctuation in the payment standard from year to year. During an interim recertification, LMHA applies the payment standard used at the last regular recertification. Where the payment standard in effect at the time of the applicable interim recertification reflects a decrease when compared to the payment standard applied

at the last regular recertification, LMHA does not update the payment standard at the interim recertification and waits until the next regular recertification to update the payment standard.

(7) LMHA excludes guaranteed income payments of up to \$6,000 annually received by participants in a local guaranteed income pilot called YALift!

**v) Local Forms**

(1) LMHA uses a local Form HUD-9886 (Local Authorization for Release of Information/Privacy Act Notice), which extends the expiration time frame to 36 months to accommodate families that are recertified biennially.

(2) LMHA plans to develop a local version of the Request for Tenancy Approval, to reflect MTW leasing and owner policies and streamline information collection.

**vi) Family Self-Sufficiency (FSS) Program**

(1) LMHA uses the last completed certification prior to the effective date of the FSS Contract of Participation (CoP) instead of requiring that the recertification must have been done within the previous 120 days.

(2) Escrow is capped at \$25,000, regardless of prior FSS participation. The cap is periodically reviewed and updated at LMHA's discretion.

(3) LMHA offers goal-specific incentive payments to families. LMHA reserves the right to disburse these payments upon final escrow disbursement or at the time of goal completion. For example, LMHA offers \$100 for attending 12 consecutive months of case management meetings and \$150 for completing a GED or high school diploma. The Housing Authority uses FSS escrow forfeitures to fund goal-specific incentive payments disbursed to families who achieve the established interim goals.

(4) LMHA provides an additional incentive payment to graduating families who have not experienced a significant increase in earnings during their participation in the FSS program but have met all program requirements and completed their CoP. Specifically, if a family has less than \$500 accrued in their escrow at the time of graduation, LMHA provides an additional payment to supplement the family's total escrow savings, so that the family receives at least \$500 upon graduation.

(5) LMHA offers an incentive payment for FSS graduates who purchase a home within two years of completion of the FSS program. The incentive payment amount, which may be periodically reviewed and updated at LMHA's discretion, is currently \$2,000 per household. To qualify for the homebuyer purchase bonus, the FSS homebuyer must complete an approved Homebuyer Education course. The \$2,000 bonus may be used for a down payment or for post-purchase expenses. LMHA may allow this bonus to be in addition to the \$25,000 escrow cap.

(6) Adults, other than the head of household, may be designated the FSS Head of Household, sign the CoP and fulfill the requirements. The family can only change their designated FSS Head of Household with prior LMHA approval in certain extenuating circumstances (death, disability, move out, etc.).

(7) LMHA includes the following in the ITSP:

- o Definition and requirement for minimum suitable income, with exceptions for disabilities
- o Guidance on how income will be calculated for self-employed participants
- o Definition of "maintaining employment"
- o Definition and minimum requirement for participation in case management
- o Requirement to complete financial skills training
- o Requirement to establish checking and savings accounts

(8) LMHA has eliminated the ITSP requirement to complete six additional workshops related to ITSP goals. In lieu of this requirement, LMHA offers an incentive of \$50 escrow payment for each workshop completed (up to six workshops related to ITSP goals).

(9) LMHA uses a modified form of the FSS Contract to reflect the MTW flexibilities the Authority has elected to use through MTW.

**c) Emergency Waivers**

Should an emergency be declared by an applicable unit of government with jurisdiction over LMHA, LMHA has authority to implement any/all of the following waivers as needed to address the specific conditions associated with the emergency:

**1. Administrative Plan:** LMHA may waive the requirement to obtain Board approval prior to adopting new and/or revised policies. LMHA will obtain formal Board approval within three months of the end of the declared emergency.

**2. Briefing:** LMHA may waive the requirement to conduct an oral briefing for voucher families and, as an alternative, will conduct the briefing by other means such as a webcast, video call, or expanded information packet. LMHA will ensure that the method of communication for the briefing ensures meaningful access for all invited attendees.

**3. Delayed Reexaminations:** LMHA may waive delay reexamination of family income and composition by one year. Where reexaminations have been delayed, LMHA will complete the reexamination no later than the anniversary month of the following year. The next reexamination will be scheduled on the same anniversary month using the applicable reexam frequency for the family. For example, if a biennial reexam was due in July 2020, LMHA would complete the reexam by July 2021. The next scheduled biennial reexam would take place in July 2023.

**4. Increase in Payment Standard:** LMHA may waive the requirement to apply the increased payment standard back to the regular effective date for delayed regular reexaminations. Instead, LMHA may apply the increased payment standard at the next interim reexamination (where applicable) after the effective date of the increased payment standard. If LMHA completes a reexam late, LMHA will apply the payment standard in effect on the effective date of the delayed regular reexamination.

**5. Verification of Income:** During periods of declared emergencies, LMHA may waive the requirements of the verification hierarchy, but continue to use EIV.

**6. Delayed Regular HQS Inspections:** LMHA may waive the requirement for completion of regular HQS inspections at least biennially. Where a regular HQS inspection has been delayed, LMHA will complete the HQS inspection no later than the anniversary month of the following year. The next HQS inspection will be scheduled on the same anniversary month using the applicable inspection frequency for the unit. For example, if an HQS inspection was due in July 2020, LMHA would complete the inspection by July 2021. The next scheduled annual HQS inspection would take place in July 2022. LMHA will continue to request a self-certification from the owner that no life-threatening conditions exist in the unit. Additionally, LMHA will continue to conduct complaint inspections.

**7. Interim HQS Inspections:** LMHA may waive the requirement to conduct re-inspections to confirm repair; however, LMHA will require that the owner self-certify and provide documentation that a life-threatening deficiency has been corrected within 24 hours of notification or LMHA will conduct a remote video conference within 24 hours to confirm repair. LMHA will accept an owner self-certification that non-life-threatening deficiencies have been corrected within 30 days of LMHA notification.

**8. HQS QC Inspections:** LMHA may waive the requirement to conduct HQS quality control inspections and instead will suspend HQS quality control inspections until the emergency waiver has been lifted.

**9. FSS Contract of Participation:** LMHA may waive the requirement regarding the maximum extension of an FSS Contract of Participation (CoP). During periods of declared emergency, LMHA may extend a family's CoP, using the declared emergency as good cause of the need for extension. For households who were already in the two-year extension



period when the emergency was declared, LMHA may extend their COP beyond the two year extension threshold.

## 27. COST SAVING POSSIBILITIES

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

There are no simple solutions to the challenges the Louisville Metro Housing Authority faces and the actions we must take will vary depending on circumstances that are often beyond our control. Therefore, the Louisville Metro Housing Authority 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 the Louisville Metro Housing Authority in implementing any or all of these options – what must the Louisville Metro Housing Authority do to assist the maximum number of eligible people in a quality Housing Choice Voucher Program while maintaining the fiscal integrity of the program. The Louisville Metro Housing Authority 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, the Louisville Metro Housing Authority 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. Housing Choice Voucher Payment Standards must be established 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, the Louisville Metro Housing Authority may be forced to ask for a waiver of this prohibition in order to sufficiently lower its payment standard.

C. 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 after a thirty-day notice or at a participant's next reexamination depending on the financial circumstances the Louisville Metro Housing Authority finds itself in.

D. As stated in Section 11.6, utility allowances are supposed to be adjusted annually or sooner if there is a utility rate increase of 10% or more. If circumstances warrant, the Louisville Metro Housing Authority reserves the right to seek a HUD waiver of this regulatory requirement.

E. If financial circumstances dictate, the Louisville Metro Housing Authority may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if the Louisville Metro Housing Authority 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 Louisville Metro Housing Authority 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. If financial circumstances dictate, the Louisville Metro Housing Authority may deny the right of a participant to move within the jurisdiction of the Louisville Metro Housing Authority to a portion of the jurisdiction that has a higher payment standard than the portion of the jurisdiction the participant currently lives in if the Louisville Metro Housing Authority has insufficient funds to pay the higher subsidy amounts.

G. In order to ensure that rent reasonableness requirements are being complied with, the Louisville Metro Housing Authority may engage in special rent reasonableness reexaminations. This may be performed on all of the units in the program, a sample of the units in the program, or specifically targeted units that the Louisville Metro Housing Authority believes may not be meeting the required rent reasonableness test. If a unit fails the rent reasonable test, the owner must reduce the rent to the reasonable amount after receiving appropriate notice or the HAP contract must be terminated. If the HAP contract is terminated for this reason, the family will be issued a new voucher to find a new abode.

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

I. The Louisville Metro Housing Authority may be forced to not reissue vouchers surrendered by current participants immediately upon their return to the Housing Authority. Instead, the vouchers may be held in the Authority'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 the Housing Authority.

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, we 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 11.5 (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. The requirement of when families have to report changes of their income as set forth in Section 14.2 may be modified due to the financial pressure facing the Louisville Metro Housing Authority. Also, the new rent payment may become effective at the start of the next month provided there has been a thirty-day notice.

N. 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.

O. The absolutely last step the Louisville Metro Housing Authority 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 Louisville Metro Housing Authority will have a public lottery to determine who will lose their Voucher. The elderly and disabled shall be excluded from the lottery. If it becomes necessary for the Louisville Metro Housing Authority to terminate Housing Choice Vouchers, the families terminated shall be reinstated onto the program as soon as fiscally and practically feasible. They shall be readmitted in the same sequence they were removed as long as they are still eligible for the program. Until they are all readmitted, no one will be admitted into the program from the waiting list.

## 28. CONFLICT OF INTEREST/CODE OF CONDUCT

**Conflict of Interest-** In accordance with 24 CFR 982.161 neither LMHA 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 tenure or for one year thereafter:

- 1) Any present or former member or officer of the LMHA (except a participant commissioner);
- 2) Any employee of the LMHA, or any contractor, subcontractor or agent of the LMHA who formulates policy or who influences decision with respect to the programs;
- 3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
- 4) Any member of the Congress of the United States.
- 5) Any member of the classes described above must disclose their interest or prospective interest to the LMHA and to HUD.
- 6) The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

Chapter 12 of the LMHA's Employee Handbook states the following:

*All employees are expected to exhibit conduct which is ethical, lawful and of the highest standard at all times. Since the Authority is a public service employer it is especially important that employees conduct their business and personal activities in a manner that does not reflect adversely upon the reputability of the agency.*

*Employees are expected to be free of any conflict of interest and activities that may not be in the agency's best interest. The very nature of the Authority's customer/client relationship dictates that the manner in which the employees conduct business is beyond reproach. Specifically, any violation of the conduct standards described in this section will be reason for disciplinary action which could include termination of employment or contractual service with the Housing Authority.*

# GLOSSARY

## Notes:

- 1) *Terms defined in this Glossary are capitalized throughout this Administrative Plan.*
- 2) *Words included in brackets are not part of the original citation.*

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

**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. (24 CFR 5.2005)

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

**Adjusted Annual Income.** Annual Income of the Family Members residing in or intending to reside in the dwelling unit, after making the following deductions:

- A. \$480 for each Dependent;
- B. \$525 for any Elderly Family or Disabled Family;
- C. An amount equal to the Medicare monthly premium multiplied by 12 and adjusted annually for inflation (See Appendix 6) for any Elderly Family or Disabled Family, or the sum of the following:
  1. Unreimbursed Medical Expenses of any Elderly Family or Disabled Family; and
  2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses [Disability Assistance Expenses] for each Family Member who is a Person with Disabilities, to the extent necessary to enable any Family Member (including the Member who is a Person with Disabilities) to be employed. This deduction may not exceed the earned income received by Family Members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- D. Any reasonable Child Care Expenses necessary to enable a Family Member to be employed or to further his or her education. In the case of an employed Family Member, this deduction shall not exceed the amount of employment income that is included in Annual Income. (24 CFR 5.611; MTW Activity # 2020-1)

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

**Administrative Plan.** The written plan that describes Public Housing Agency policies for the administration of the tenant-based HCV Program in accordance with HUD requirements. The Administrative Plan and any revisions of the Plan must be formally adopted by the Housing Authority Board of Commissioners. The Plan must be available for public review. (24 CFR 5.603; 24 CFR 982.54)

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

**Adult.** A Household Member who is 18 years of age or older or who is the Head of Household, 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 criminal background screening portions of this Administrative Plan, the term 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:

- A. 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
  - B. Any individual, Tenant, or lawful occupant living in the Household of that individual.
- (24 CFR 5.2003)

**Agreement to Enter into HAP Contract (AHAP).** A written contract between the Public Housing Agency and the Owner. The AHAP defines requirements for development of housing to be assisted under the PBV Program. When development is completed by the Owner in accordance with the AHAP, the Public Housing Agency enters into a HAP contract with the Owner. The AHAP is not used for Existing Housing assisted under the PBV Program. (24 CFR 983.3)

**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.** The written contract between HUD and a Public Housing Agency under which HUD agrees to provide funding for a program under the U.S. Housing Act of 1937, and the Public Housing Agency agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income.** All amounts, monetary or not, which:

- A. Go to (or on behalf of) the Family Head, Co-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 Re-Examination effective date; and
  - C. Are not specifically excluded from Annual Income.
- Annual income also includes amounts derived (during the 12-month period) from assets [Net Family Assets] to which any Family Member has access. (24 CFR 5.609)
- .

***Applicant [Family].*** A Family that has applied for admission to an HCV Program but is not yet a Participant [Family] in the Program. (24 CFR 982.4)

***Arrest history:*** A record from any jurisdiction that does not result in a conviction and includes information indicating that a person has been questioned, apprehended, taken into custody or detained, or held for investigation by a law enforcement, police, or prosecutorial agency or charged with, indicted, or tried and acquitted for a felony, misdemeanor, or other criminal offense. (Louisville Metro Council Ordinance §92.02)

***Assets:*** see net family assets.

***Asset Income:*** Income received from assets held by household members. If assets total more than \$50,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

***Assistance.*** For the purpose of determining Annual Income, the term "Assistance":

A.

1. Includes 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).
2. It includes such benefits even when they are:
  - a. Provided in the form of payments by a Temporary Assistance for Needy Families agency, or other agency on its behalf, to individual recipients; and
  - b. Conditioned on participation in work experience or community service or any of the following work activities:
    - i. Unsubsidized employment;
    - ii. Subsidized private-sector employment;
    - iii. Subsidized public-sector employment;
    - iv. Work experience if sufficient private-sector employment is not available;
    - v. On-the-job training;
    - vi. Job search and job readiness assistance;
    - vii. Community service programs;
    - viii. Vocational educational training;
    - ix. Job skills training directly related to employment;
    - x. Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
    - xi. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, if a recipient has not completed secondary school or received such a certificate; or
    - xii. Providing childcare services to an individual who is participating in a community service program.
3. Except where excluded under paragraph B of this definition, it also includes supportive services such as transportation and childcare provided to Families who are not employed.

B. It excludes:

1. Nonrecurrent, short-term benefits that:
  - a. Are designed to deal with a specific crisis situation or episode of need;
  - b. Are not intended to meet recurrent or ongoing needs; and



- c. Will not extend beyond four months.
- 2. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- 3. Supportive services such as childcare and transportation provided to families who are employed;
- 4. Refundable earned income tax credits;
- 5. Contributions to, and distributions from, Individual Development Accounts;
- 6. 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
- 7. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance. (45 CFR 260.31)

***At risk of homelessness.***

(1) An individual or family who:

- i. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition; **AND**
- iii. Meets one of the following conditions:
  - a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - b. Is living in the home of another because of economic hardship;
  - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
  - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
  - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
  - f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); **OR**

(3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

(24 CFR 578.3)

**Bifurcate.** 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. (24 CFR 5.2003)

**Business Day.** Any day the Louisville Metro 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. (24 CFR 5.603)

**Chronically Homeless [Chronic Homelessness].**

- A. A “homeless individual with a disability,” as defined in section 401(9) of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
1. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
  2. Has been Homeless and living as described in paragraph A.1 of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in Homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph A.1. Stays in institutional care facilities for fewer than 90 days will not constitute as a break in Homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a

place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

- B. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph A of this definition, before entering that facility; or
- C. A Family with an Adult Head of Household (or if there is no Adult in the Family, a Minor Head of Household) who meets all of the criteria in paragraph A or B of this definition, including a Family whose composition has fluctuated while the Head of Household has been Homeless.

(24 CFR 578.3)

**Citizen.** A citizen or national of the United States. (24 CFR 5.504)

**Co-Head [of Household].** An individual in the Household who is equally responsible for the Lease with the Head of Household. A Household may have a spouse or a Co-Head, but not both. A Co-Head never qualifies as a Dependent. However, a Co-Head may be under 18 years old if declared an Emancipated Minor. (*Form HUD-50058 Instruction Booklet*)

**Common Space.** In Shared Housing, space available for use by the assisted Family and other occupants of the unit. (24 CFR 982.4)

**Congregate Housing.** Housing for Elderly Persons or Persons with Disabilities that meets [both HUD's] Housing Quality Standards for Congregate Housing [and the LMHA's requirements for decent, safe, and sanitary housing]. A Special Housing Type. (24 CFR 982.4)

**Consent Form.** Any consent form approved by HUD to be signed by assistance Applicants and Participants for the purpose of obtaining income information from employers and State Wage Information Collection Agencies; return information from the Social Security Administration (including wages, net earnings from self-employment, and payments of retirement income), as referenced at 26 U.S.C. 6103(l)(7)(A); and return information for unearned income from the Internal Revenue Service, as referenced at 26 U.S.C. 6103(l)(7)(B). The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits as provided in 24 CFR 813.109, 913.109, and 950.315. (24 CFR 5.214)

Note: In addition to the HUD-approved Consent Form used to obtain Income Information, the LMHA may also utilize non-HUD-approved consent forms to obtain additional types of information.

**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 U.S. Housing Act of 1937 if the Family is already receiving assistance under any U.S. Housing Act of 1937 program when the Family is admitted to the HCV Program. (24 CFR 982.4).

**Contract Units.** The housing units covered by a HAP contract. (24 CFR 983.3)

**Conviction history:** Information regarding one or more convictions or unresolved arrests, transmitted orally or in writing or by any other means, and obtained from any source, including

but not limited to the individual to whom the information pertains or a background check report, or a record from any jurisdiction that includes information indicating that person has been convicted of a felony or misdemeanor, provided that the conviction is one for which the person has been placed on probation, fined, imprisoned, and/or paroled. (Louisville Metro Council Ordinance §92.02)

**Cooperative [Housing].** 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. (24 CFR 982.4)

**Cooperative Member.** A Family of which one or more [Family] Members owns membership shares in a Cooperative. (24 CFR 982.4)

**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 resident, any member of the resident's household, a guest or another person under the resident'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.

**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:
  - 1. The length of the relationship;
  - 2. The type of relationship; and
  - 3. The frequency of interaction between the persons involved in the relationship.

(24 CFR 5.2003)

**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. (Effective on Jan 1, 2024, CFR 5.603)

**Decent, Safe, and Sanitary.** Housing is decent, safe, and sanitary if it satisfies the Housing Quality Standards as demonstrated by compliance with the Louisville Metro Government Property Maintenance Code

**Department of Housing and Urban Development (HUD).** A Cabinet-level federal agency created by the Department of Housing and Urban Development Act of 1965. HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD works to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; and build inclusive and sustainable communities free from discrimination.

(<http://portal.hud.gov/hudportal/HUD?src=/about/mission>)

***Dependent.*** A Family Member (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. (24 CFR 5.603) This definition also excludes Emancipated Minors.

Effective Jan 1, 2024, ***Dependent*** is defined as A member of the Family (which excludes 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. This definition also excludes Emancipated Minors.

***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 Family Member nor reimbursed by an outside source. (24 CFR 5.603)

***Disabled Family.*** A Family whose Head (including Co-Head), spouse, or sole member is a Person with a Disability. It may include two or more Persons with Disabilities living together, or one or more Persons with Disabilities living with one or more Live-In Aides. (24 CFR 5.403)

***Displaced Family.*** A Family in which each member, or whose sole member, is a person displaced by governmental action, 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. (24 CFR 5.403)

***Displaced Homemaker.*** [In the Homeownership Option,] an individual who:

- A. Is an Adult;
- B. Has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and Family; and
- C. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment. (12 U.S.C. 12713)

***Displaced Person.*** A person displaced by governmental action, 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. (24 CFR 5.403)

***Domestic Violence.*** Includes felony or misdemeanor crimes of violence committed by a current or former Spouse or Intimate Partner of the Victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a Spouse or Intimate Partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an Adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. (24 CFR 5.2003)

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

***Drug.*** A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802). (24 CFR 5.100)

***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. (24 CFR 5.100)

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

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

***Elderly Family.*** A Family whose Head (including Co-Head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more Live-In Aides. (24 CFR 5.403) For the purpose of determining the order in which Families are referred by LMHA to the Owner of an elderly or elderly/disabled building in the PBV Program, a Family whose Head (including Co-Head), spouse, or sole member is a person who is at least 55 years of age. It may include two or more persons who are at least 55 years of age living together, or one or more persons who are at least 55 years of age living with one or more Live-In Aides.

***Elderly Person.*** An individual who is at least 62 years of age. (24 CFR 5.100)

***Emancipated Minor.*** A person under the age of 18 who has been emancipated [by court order] to act on his/her own behalf, including the ability to execute a contract or Lease (*HUD Occupancy Guidebook*, HUD 4350.3 REV-1).

***Essential household items*** include but are not limited to:

- furniture delivery costs
- furniture bank fees
- bed frames,
- mattresses (conventional or air) and box springs
- bedding (sheets, pillowcases, and pillows)
- basic kitchen utensils for cooking
- tableware including plates, eating utensils, cups, and mugs
- cleaning supplies
- towels and other linens
- basic kitchen supplies including pots, pans, can openers, etc.
- Other items pending approval by LMHA.

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

***Exception [Payment Standard Rent] Area.*** A designated part of the Fair Market Rent (FMR) area that has a HUD-approved Payment Standard amount that is higher than the basic range (between 90% and 110% of the FMR for that unit size). (24 CFR 982.503)

**Exception Payment Standard Amount.** A HUD-approved Payment Standard amount that is higher or lower than the basic range (between 90% and 110% of the Fair Market Rent (FMR) for that unit size). (24 CFR 982.503)

**Existing Housing.** A housing unit is considered an existing unit for purposes of the Project Based Voucher (PBV) Program, if at the time of notice of Public Housing Agency selection the units substantially comply with HUD-required Housing Quality Standards [and any additional LMHA criteria for decent, safe, and sanitary housing].

- A. Units for which rehabilitation or new construction began after Owner's proposal submission but prior to execution of the AHAP do not subsequently qualify as existing housing.
- B. Units that were newly constructed or rehabilitated in violation of [PBV] Program requirements also do not qualify as existing housing. (24 CFR 983.52)

**Extremely Low-Income Family.** A Very Low-Income Family whose Annual Income does not exceed the higher of:

- A. The poverty guidelines established by the Department of Health and Human Services applicable to the Family of the size involved (except in the case of Families living in Puerto Rico or any other territory or possession of the United States); or
- B. 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low Family incomes.

(24 CFR 5.603)

Extremely low-income limits can be found at: <http://www.huduser.org/portal/datasets/il.html>

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

**Fair Market Rent.** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. (24 CFR 888.111; 24 CFR 982.4) This definition also excludes the cost of cable television and internet service.

**Family.** Includes but is not limited to, the following, regardless of actual or perceived Sexual Orientation, Gender Identity, or marital status:

A. A single person, who may be an Elderly Person, Displaced Person, disabled person [Person with Disabilities], Near-Elderly Person, or any other single person;

Or

On or after January 1, 2025, the following will also be included in the definition of Family: An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act ([42 U.S.C. 675\(5\)\(H\)](#)), and is homeless or is at risk of becoming homeless at age 16 or older; or

- B. A group of persons residing together, and such group includes, but is not limited to:

1. A Family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a Family Member);
2. An Elderly Family;
3. A Near-Elderly Family;
4. A Disabled Family;
5. A Displaced Family; and
6. The Remaining Member of a Tenant Family. (24 CFR 5.403)

**Family Member.** Includes 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 Form HUD-50058 MTW.

**Family Rent to Owner.** The portion of the [monthly contract] Rent to Owner paid by the [Participant] Family [under the Lease]. The Family Rent to Owner is calculated by subtracting the amount of the Housing Assistance Payment to the Owner from the Rent to Owner. (24 CFR 982.4; 24 CFR 982.515)

**Family Self-Sufficiency (FSS) Program.** The program established by a Public Housing Agency to promote self-sufficiency of assisted Participant Families, including the coordination of supportive services (24 CFR 982.4).

**Family Share.** The portion of rent and utilities paid by the Family (24 CFR 982.4). The Family's contribution toward the Gross Rent. The family share may be the Total Tenant Payment or a higher amount, depending on the unit the Family selects. For a Family leasing a unit with a Gross Rent at or below the Payment Standard for the Family, the family share will be the same as the Total Tenant Payment. If a Family leases a unit with a Gross Rent above the Payment Standard for the Family, the family share is the Total Tenant Payment plus any amount by which the Gross Rent exceeds the Payment Standard. (*HCV Program Guidebook*, 6-5) At the time a Family initially receives tenant-based [HCV] assistance for occupancy of a dwelling unit, and where the Gross Rent of the unit exceeds the applicable Payment Standard for the Family, the family share must not exceed 40% of the Family's Monthly Adjusted Income. (24 CFR 982.305(a)(5))

**Family Unit Size.** The appropriate number of bedrooms for a Family, as determined by the Public Housing Agency under the Public Housing Agency Subsidy Standards (24 CFR 982.4). The Family Unit Size is not the same as the Unit Size (see Glossary entry for "Unit Size").

**Federally Assisted Housing.** For purposes of determining eligibility for HCV Program assistance based on a criminal record or alcohol abuse, housing assisted under any of the following programs:

- A. Public housing;
- B. Housing receiving project-based or tenant-based assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f);
- C. Housing that is assisted under section 202 of the Housing Act of 1959, as amended by section 801 of the National Affordable Housing Act (12 U.S.C. 1701q);
- D. Housing that is assisted under section 202 of the Housing Act of 1959, as such section existed before the enactment of the National Affordable Housing Act;
- E. Housing that is assisted under section 811 of the National Affordable Housing Act (42 U.S.C. 8013);



- F. Housing financed by a loan or mortgage insured under section 221(d)(3) of the National Housing Act (12 U.S.C. 1715l(d)(3)) that bears interest at a rate determined under the proviso of section 221(d)(5) of such Act (12 U.S.C. 1715l(d)(5));
- G. Housing insured, assisted, or held by HUD or by a state or local agency under section 236 of the National Housing Act (12 U.S.C. 1715z-1); or
- H. Housing assisted by the Rural Development Administration under section 514 or section 515 of the Housing Act of 1949 ([42 U.S.C. 1483](#), [1484](#)).

**First-Time Homeowner.** In the Homeownership Option, a Family of which no [Family] Member owned any Present [Home]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. (24 CFR 982.4)

**Form HUD-50058 MTW.** An abbreviated version of the full Form HUD-50058 offered for optional use by MTW agencies. It is designed to collect demographic, Family profile, Annual Income, and housing data about Tenant Families who participate in any component of the MTW Program. As the MTW Program gives each Public Housing Agency the flexibility to design its own programs, Form HUD-50058 MTW requires less information than the regular Form HUD-50058. In particular, it omits rent calculation and simply receives a rent value from the MTW Public Housing Agency.

([http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/systems/pic/50058/mtw](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/systems/pic/50058/mtw))

**Foster Adult.** A Household Member (usually a person with a disability, unrelated to the Tenant Family, who is unable to live alone) who is 18 years of age or older and for whom the Family provides necessary shelter, care, and protection. (*Form HUD-50058 Instruction Booklet*)

Effective January 1, 2025, **Foster Adult** is defined as 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. (CFR 5.603)

**Foster Child.** A Household Member who is under 18 years of age or a Member who is a Full-Time Student, 18 years or older, and who is under the parental control and responsibility of someone other than his or her mother or father. (*Form HUD-50058 Instruction Booklet*)

Effective January 1, 2025, **Foster Child** is defined as 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. (CFR 5.603)

**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 and who carries a subject load considered full-time for students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as a degree-granting institution. (24 CFR 5.603; *Form HUD-50058 Instruction Booklet*)

**Gender Identity.** The gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity. Perceived gender identity means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents. (24 CFR 5.100)

**Gross Rent.** The sum of the Rent to Owner plus any Utility Allowance. (24 CFR 982.4)

**Group Home.** A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to 12 Elderly Persons or Persons with Disabilities (including any Live-In Aide). A Special Housing Type. (24 CFR 982.4)

**Guest.** A person temporarily staying in the unit with the consent of a Tenant or other Household Member who has express or implied authority to so consent on behalf of the Tenant. (24 CFR 5.100)

**Head of Household (Head).** The Adult Family Member who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504) The one adult Household Member, designated by the Family or by Public Housing Agency policy, who is wholly or partly responsible for the rent payment. (Form HUD-50058)

**Health and Medical Care 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. (Effective on Jan 1, 2024, CFR 5.603)

**Home.** In the Homeownership Option, a dwelling unit for which the Public Housing Agency pays Homeownership Assistance. (24 CFR 982.4)

**Homeless:**

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - i. 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;
  - ii. 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 charitable organizations or by federal, State, or local government programs for low-income individuals); **OR**
- iii. An individual who is exiting an institution where they 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.
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - ii. No subsequent residence has been identified; and
  - iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.
- (24 CFR 578.3) Also see **Homeless**. (Louisville Metro Council Ordinance §92.02)

**Homelessness.** 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 charitable organizations or by federal, state, or local government programs for low-income individuals);

- C. An individual who is exiting an institution where they 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
- D. Any individual or Family who:
  - 1. Is fleeing, or is attempting to flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a Family Member, including a child, that has either taken place within the individual's or Family's primary nighttime residence or has made the individual or Family afraid to return to their primary nighttime residence; and
  - 2. Has no other residence; and
  - 3. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing. (PIH 2013-15, *Guidance on Housing Individuals and Families Experiencing Homelessness Through the Public Housing and Housing Choice Voucher Programs*)

**Homeowner.** In the Homeownership Option, a [Participant] Family of which one or more [Family] Members owns title to the Home. (24 CFR 982.4)

**Homeownership Assistance.** Assistance for a [Participant] Family under the Homeownership Option in the form of monthly homeownership assistance payments. Assistance may be paid to the Family, or to a mortgage lender on behalf of the Family. (24 CFR 982.4) [The LMHA pays homeownership assistance payments directly to the lender on behalf of the Family. If the lender does not want the payment to be made directly to them, the payment will be made directly to the Family.]

**Homeownership Expenses.** In the homeownership option, a family's allowable monthly expenses for the home, as determined by LMHA in accordance with HUD requirements.

**Homeownership Option (HCV Homeownership Program).** Assistance for a Homeowner or Cooperative Member under 24 CFR 982.625 to 24 CFR 982.641 [the tenant-based HCV Program]. A Special Housing Type. (24 CFR 982.4)

**Household [Member].** Everyone who lives in the unit, including Foster Children, Foster Adults, and Live-In Aides. (*Form HUD-50058 Instruction Booklet*)

**Housing Assistance Payment.** The monthly assistance payment by a Public Housing Agency, which includes:

- A. A payment to the Owner for Rent to Owner under the [Participant] Family's Lease; and
- B. An additional payment to the Family if the total assistance payment exceeds the Rent to Owner. (24 CFR 982.4)

**Housing Choice Voucher (Rental Voucher).** A document issued by a Public Housing Agency to a Family selected for admission to the HCV Program. This document describes the Program and the procedures for Public Housing Agency approval of a unit selected by the Family. The Housing Choice Voucher also states the obligations of the Family under the Program. (24 CFR 982.4)

**Housing Choice Voucher (HCV) Holder.** A Family holding a Housing Choice Voucher with an unexpired term (search time). (24 CFR 982.4)

***Housing Choice Voucher (HCV) Program.*** The Section 8 tenant-based assistance program as described in 24 CFR part 982. (24 CFR 982.4)

***Housing Quality Standards.*** The HUD minimum quality standards for housing assisted under the tenant-based programs. (24 CFR 982.4)

***Human Trafficking.*** Includes sex and labor trafficking:

- *Sex trafficking* is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; and
- *Labor trafficking* is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102))

***Imputed Income.*** For households with net family assets of more than \$50,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

***Imputed Welfare Income.*** The amount of annual income not actually received by a family, as a result of a 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 Information.*** Information relating to an individual's income, including:

- A. All employment income information known to current or previous employers or other income sources that HUD or the processing entity determines is necessary for purposes of determining an assistance Applicant's or Participant's eligibility for, or level of assistance in, a covered program;
- B. All information about wages, as defined in the state's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a state unemployment compensation law;
- C. With respect to unemployment compensation:
  1. Whether an individual is receiving, has received, or has applied for unemployment compensation;
  2. The amount of unemployment compensation the individual is receiving or is entitled to receive; and
  3. The period with respect to which the individual actually received such compensation;
- D. Unearned IRS income and self-employment, wages and retirement income as described in the Internal Revenue Code, 26 U.S.C. 6103(l)(7); and
- E. Wage, social security (Title II), and supplemental security income (Title XVI) data obtained from the Social Security Administration. (24 CFR 5.214)

***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. (Effective on Jan 1, 2024, CFR 5.603)

***Independent Student.***

- A. The individual is 24 years of age or older by December 31 of the award year;
- B. 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;
- C. 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;
- D. The individual is a veteran of the Armed Forces of the U.S. (as defined in subsection (c)(1) of HEA [Higher Education Act]) or is currently serving on active duty in the Armed Forces for other than training purposes;
- E. The individual is a graduate or professional student;
- F. The individual is a married individual;
- G. The individual has legal dependents other than a spouse;
- H. 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—
  - 1. a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act;
  - 2. the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
  - 3. 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
  - 4. a financial aid administrator; or
- I. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

(81 FR 64932, *Eligibility of Independent Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Additional Supplementary Guidance*, 21 September 2016)

***Initial Housing Authority.*** The Public Housing Agency that issues the Housing Choice Voucher to a portable family that wants to move [or has moved] to a different jurisdiction. (*HCV Program Guidebook*, 13-1)

***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 Re-Examination (Interim Re-Certification).*** A re-examination of a Household's Annual Income and Participant Family composition conducted between Regularly-Scheduled Re-Examinations when a change in a Household’s circumstances warrant such a re-examination. (HCV Program Guidebook, 12-1)

***Jurisdiction.*** The area in which the Public Housing Agency has authority under state and local law to administer the [HCV] Program. (24 CFR 982.4)

***Law Enforcement Agency.*** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

***Lawful source of income:*** Income to include, but not be limited to, child support, alimony, foster care subsidies, income derived from social security, grants, pension, or any form of federal, state, or local public assistance or housing assistance including, but not limited to, section 8 vouchers, or any other form of housing assistance payment or credit whether or not such income or credit is paid or attributed directly to a landlord, and any other forms of lawful income. (Louisville Metro Council Ordinance §92.02)<sup>1</sup>

***Lease.***

- A. A written agreement between an Owner and a Tenant for the leasing of a dwelling unit to the [Participant] Family. The Lease establishes the conditions for occupancy of the dwelling unit by a Family with Housing Assistance Payments under a Housing Assistance Payments contract between the Owner and the Public Housing Agency; and
- B. In Cooperative Housing, a written agreement between a Cooperative and a Cooperative Member. The agreement establishes the conditions for occupancy of the Member's Cooperative dwelling unit by the Member's Family with Housing Assistance Payments to the Cooperative under a Housing Assistance Payments contract between the Cooperative and the Public Housing Agency. The Cooperative is the Section 8 [HCV] “Owner” of the unit, and the Cooperative Member is the Section 8 [HCV] “Tenant.” (24 CFR 982.4)

***Legal Capacity.*** Under state and local law, the Tenant has the capacity to be bound by the terms of the Lease and may enforce the terms of the Lease against the Owner. (24 CFR 982.308(a))

***Live-In Aide.*** A person who resides with one or more Elderly Persons, or Near-Elderly Persons, or Persons with Disabilities [and who is not a party to the Lease] and who:

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

(24 CFR 5.403)

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<sup>1</sup> LMHA anticipates that the Louisville Metro Government will have to remove this protection as a result of Kentucky passing House Bill 18, outlined here: <https://apps.legislature.ky.gov/record/24rs/hb18.html>

***LMHA-owned<sup>2</sup>***: 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.

“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;
- or
- (f) Having equivalent levels of control in other ownership structures. Most ownership structures are already covered in the categories listed above. This last category is meant to cover any ownership structure not already listed in the categories above. Also, under this category (f), a PHA must have more than 50 percent control in that ownership structure (an equivalent level of control) for the project to be considered PHA-owned.

***Low-Income Family.*** A Family whose Annual Income does 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 income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low Family incomes. (24 CFR 5.603)

***Manufactured Home.*** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence and meets [both HUD’s] Housing Quality Standards [and the LMHA’s requirements for decent, safe, and sanitary housing]. (24 CFR 982.4)

***Manufactured Home Space.*** In manufactured home space rental, a space leased by an Owner to a [Participant] Family. A Manufactured Home owned and occupied by the Family is located on the space. (24 CFR 982.4)

***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. (24 CFR 5.603) LMHA uses Internal Revenue Service (IRS) Publication 502, *Medical and Dental Expenses*, as the standard for defining what else qualifies as a medical expense. See <https://www.irs.gov/pub/irs-pdf/p502.pdf>

***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.

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<sup>2</sup> PIH 2017-21, “Implementation Guidance: Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) Provisions”



**Minor.** A member of the Family, other than the head of Family or spouse, who is under 18 years of age. (Effective on Jan 1, 2024, CFR 5.603)

**Mixed Family.** A Family whose [Family] Members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. (24 CFR 5.504)

**Moderate-Income Family.** A Family having an income equal to or less than the Section 8 [HCV Program] Low-Income [Family] limit and greater than the Section 8 [HCV Program] Very Low-Income [Family] limit, established by HUD. (24 CFR 570.3)

**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 Annual Income. (24 CFR 5.603)

**Monthly Income.** One twelfth of Annual Income. (24 CFR 5.603)

**Moving to Work (MTW) Annual Plan.** Under the MTW Program, each fiscal year participating Public Housing Agencies create and adopt an MTW Annual Plan that describes new and ongoing activities that utilize authority granted to the Public Housing Agency under the Agency's MTW Agreement with HUD. The Annual Plan focuses primarily on the public housing, HCV, and capital fund programs, as these programs fall under the purview of the MTW Program.

**Moving to Work (MTW) Agreement.** The written agreement between a Public Housing Agency and HUD that describes the conditions of the Public Housing Agency's participation in the MTW Program and the exceptions to statute and regulation available through the Program. Under the Agreement, an MTW agency must include any new MTW initiatives in an MTW Annual Plan and have the Plan approved by HUD prior to implementation. The MTW Agreement is composed of the Standard Agreement, which outlines the general terms of the Public Housing Agency's participation in the MTW Program, and four attachments:

**Attachment A:** Calculation of Subsidies. HUD works with each agency to provide formulas for determining the amounts of operating subsidy, capital funds, and HCV Program assistance that each agency receives;

**Attachment B:** Elements for the Annual MTW Plan and Annual MTW Report. Lists the required elements for the Annual MTW Plan and Annual MTW Report, which are the same for all MTW Agencies;

**Attachment C:** Statement of Authorizations. Lists each specific section of the U.S. Housing Act of 1937 and/or its implementing regulations that an MTW Public Housing Agency can waive as part of its MTW flexibility; and

**Attachment D:** Legacy and Community-Specific Authorizations. This section is optional and contains any authorizations unique to the Public Housing Agency.

([http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph/mtw/mtwsa](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/mtw/mtwsa))

**Moving to Work (MTW) Program.** Moving to Work (MTW) is a demonstration program for Public Housing Agencies that provides them the opportunity to design and test innovative,

locally-designed strategies that use federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for Low-Income Families. MTW gives Public Housing Agencies exemptions from many existing public housing and HCV rules and more flexibility with how they use their federal funds. MTW Public Housing Agencies are expected to use the opportunities presented by MTW to inform HUD about ways to better address local community needs. The Office of Public Housing Investments, within the Office of Public and Indian Housing at HUD headquarters, oversees the MTW Program.  
([http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph/mtw](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/mtw))

***Mutual Housing.*** Included in the definition of "cooperative."

***National.*** A person who owes permanent allegiance to the U.S., for example, as a result of birth in a U.S. territory or possession. (24 CFR 5.504)

***Near-Elderly Family.*** A Family whose Head (including Co-Head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more Live-In Aides. (24 CFR 5.403)

***Near-Elderly Person.*** A person who is at least 50 years of age but below the age of 62. (24 CFR 5.403)

***Net Family Assets.***

- A. Net cash value after deducting reasonable costs that would be incurred in disposing 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 Family or Household Member, 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, Public Housing Agencies or Owners, as applicable, shall include the value of any business or Family assets disposed of by an Applicant Family 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 HCV Program or Re-Examination, as applicable, in excess of the consideration received therefor. 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 Family or Tenant receives important consideration not measurable in dollar terms;
- D. For purposes of determining Annual Income, the term Net Family Assets does not include the value of a Home currently being purchased with assistance under the HCV Homeownership Option. This exclusion is limited to the first 10 years after the purchase date of the Home. (24 CFR 5.603)

Effective January 1, 2025, ***Net Family Assets*** will be defined as:

(1) Net family assets is the net cash value of all assets owned by the Family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, public housing authorities or Owners, as applicable, must 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 therefor. 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 consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from Family assets.

(3) Excluded from the calculation of net family assets are:

(i) The value of necessary items of personal property;

(ii) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);

(iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;

(iv) The value of real property that the Family does not have the effective legal authority to sell in the jurisdiction in which the property is located;

(v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a Family Member arising out of law, that resulted in a Family Member being a person with a disability;

(vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any “baby bond” account created, authorized, or funded by Federal, State, or local government.

(vii) Interests in Indian trust land;

(viii) Equity in a manufactured home where the Family receives assistance under [24 CFR part 982](#);

(ix) Equity in property under the Homeownership Option for which a Family receives assistance under [24 CFR part 982](#);

(x) Family Self-Sufficiency Accounts; and

(xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the Family.

(4) 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 trust fund is not a Family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the Family or Household. 24 CFR 5.603, effective January 1, 2025.

***Newly Constructed Housing.*** Housing units that do not exist on the Proposal Selection Date and are developed after the date of selection pursuant to an AHAP between the Public Housing Agency and Owner for use under the PBV program. (24 CFR 983.3)

***Noncitizen.*** A person who is neither a Citizen nor National of the United States. (24 CFR 5.504)

***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.*** A person who, although not staying as a Guest in the unit, is, or was at the time of the activity in question, on the Premises because of an invitation from the Tenant or other Household Member 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 does not satisfy this definition. (24 CFR 5.100)

***Owner.*** Any person or entity (or employee of an Owner) with the legal right to lease or sublease a unit to a Participant Family. Includes, when applicable, a mortgagee. (24 CFR 5.100; 24 CFR 982.4)

***Partially Assisted Project.*** [In the Project Based Voucher Program,] a project in which there are fewer Contract Units than residential units. (24 CFR 983.3)

***Participant [Family].*** A Family that has been admitted to the Public Housing Agency [HCV] Program and is currently assisted in the Program. The Family becomes a Participant [Family] on the effective date of the first Housing Assistance Payments contract executed by the Public Housing Agency for the Family (first day of initial Lease term). (24 CFR 982.4)

***Payment Standard.*** The maximum monthly assistance payment for a [Participant] Family assisted in the [HCV] voucher program (before deducting the Total Tenant Payment by the Family). (24 CFR 982.4) The Public Housing Agency must establish payment standard amounts for each Unit Size. Unit size is measured by number of bedrooms (zero-bedroom, one-bedroom,

and so on). For each Unit Size, the Public Housing Agency may establish a single payment standard amount for the whole Fair Market Rent area or may establish a separate payment standard amount for each designated part of the Fair Market Rent area. The Public Housing Agency may establish the payment standard amount for a Unit Size at any level within the Basic Range (between 90% and 110% of the Fair Market Rent for that Unit Size). The Public Housing Agency must request HUD approval to establish a payment standard amount that is higher or lower than the Basic Range. HUD has sole discretion to grant or deny approval of a higher or lower payment standard amount. (24 CFR 982.503)

***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. A person who:
  - 1. Has a disability as defined in 42 U.S.C. 423
  - 2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
    - a. Is expected to be of long-continued and indefinite duration;
    - b. Substantially impedes his or her ability to live independently; and
    - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - 3. Has a developmental disability as defined in 42 U.S.C. 6001;
- B. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- C. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- D. Means “individual with handicaps,” as defined in 24 CFR 8.3, for purposes of Reasonable Accommodation and Program accessibility for persons with disabilities. (42 U.S.C. 1437a(b)(3)(E); 24 CFR 5.403)

***Note:*** This definition does not apply to Reasonable Accommodations. (See Section 2.B.2.a)

***Portability.*** The ability of an eligible [Applicant or Participant] Family that has been issued a Housing Choice Voucher to use that Voucher to lease a unit anywhere in the United States where there is a housing agency operating an HCV Program. (*HCV Program Guidebook*, 13-1)

***Premises.*** The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds. (24 CFR 5.100; 24 CFR 982.4)

***Present Homeownership Interest.*** In the Homeownership Option, Present Homeownership Interest 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 Homeownership Interest in a residence does not include the right to purchase title to the residence under a lease-purchase agreement. (24 CFR 982.4)

***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 Housing Choice Voucher assistance whose HAP contracts are about to expire.

**Prior military service:** The performance of military duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty. (Louisville Metro Council Ordinance §92.02)

**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 Housing Choice Voucher and public housing programs the processing entity is the responsible entity.

**Project** [In the Project Based Voucher Program,] a project is a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land. *Contiguous* in this definition includes “adjacent to,” as well as touching along a boundary or a point. (24 CFR 983.3)

**Project-Based Assistance Program.** A Housing Choice Voucher program 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*.

**Proposal Selection Date.** The date the Public Housing Agency gives written notice of Project Based Voucher proposal selection to an Owner whose proposal is selected in accordance with the criteria established in the Public Housing Agency's [Housing Choice Voucher / Section 8] Administrative Plan. (24 CFR 983.3)

**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 Housing Choice Voucher. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency.** Includes both:

- A. Any state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to administer the [HCV] Program (42 U.S.C. 1437 et seq.); and
- B. Any of the following:
  1. A consortium of housing agencies, each of which meets the qualifications in paragraph (A) of this definition, that HUD determines has the capacity and capability to efficiently administer the Program (in which case, HUD may enter into a consolidated Annual Contributions Contract with any legal entity authorized to act as the legal representative of the consortium members);
  2. Any other public or private non-profit entity that was administering a Section 8 [HCV] tenant-based assistance Program pursuant to a contract with the contract administrator of such Program (HUD or a public housing agency) on October 21, 1998; or

3. For any area outside the jurisdiction of a public housing agency that is administering a tenant-based [HCV] Program, or where HUD determines that such public housing agency is not administering the Program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the Program in such area. (24 CFR 5.100; 24 CFR 982.4)

***Reasonable Accommodation.*** A change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. (Joint Statement of HUD and the Department of Justice, *Reasonable Accommodations Under the Fair Housing Act*, 17 May 2004).

***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. (24 CFR 982.4 "Reasonable rent")

***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.

***Recently Homeless.*** Individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing. Individuals and families classified as recently homeless must be referred by the CoC or its designee. (PIH HUD Notice 2021-15).

***Regularly-Scheduled Re-Examination (Regularly-Scheduled Re-Certification).*** A regularly-scheduled re-examination of a Household's Annual Income and [Participant] Family composition. This re-examination determines the continued eligibility of the Family and establishes the Housing Assistance Payment to be made on behalf of the Family. (*HCV Program Guidebook*, 12-1; MTW Activity # 2007-1)

***Rehabilitated Housing.*** Housing units that exist on the Proposal Selection Date, but do not substantially comply with the HUD-required Housing Quality Standards [and any additional LMHA criteria for decent, safe, and sanitary housing] on that date, and are developed, pursuant to an AHAP between the Public Housing Agency and Owner, for use under the Project Based Voucher Program. (24 CFR 983.3)

***Remaining Member of a Tenant Family.*** A Family Member of an assisted Tenant Family who remains in the unit when other Family Members have left the unit. (*HCV Program Guidebook*, 5-2)

**Rent to Owner.** The total monthly rent payable to the Owner under the Lease for the unit. Rent to Owner covers payment for any housing services, maintenance, and utilities that the Owner is required to provide and pay for. (24 CFR 982.4)

**Responsible Entity:**

- A. For the public housing program, the HCV tenant-based assistance program (24 CFR 982), and the HCV project-based voucher program (24 CFR 983), and the HCV moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other HCV programs, responsible entity means the HCV project owner.

Effective Jan 1, 2024, **Responsible Entity** also means:

- (1) For the Section 202 Supportive Housing Program for the Elderly, the “Owner” as defined in [24 CFR 891.205](#);
- (2) For the Section 202 Direct Loans for Housing for the Elderly and Persons with Disabilities, the “Borrower” as defined in [24 CFR 891.505](#); and
- (3) For the Section 811 Supportive Housing Program for Persons with Disabilities, the “Owner” as defined in [24 CFR 891.305](#).

**Risk assessment.** In the context of lead-based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

- A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;
- B. Visual inspection;
- C. Limited wipe sampling or other environmental sampling techniques;
- D. Other activity as may be appropriate; and
- E. Provision of a report explaining the results of the investigation.

**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.  
(Effective on Jan 1, 2024, CFR 5.603)

**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 the capacity to consent. (24 CFR 5.2003)

**Sexual Orientation.** One’s emotional or physical attraction to the same and/or opposite sex (e.g., homosexuality, heterosexuality, or bisexuality.) (24 CFR 5.100)

**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. A Special Housing Type. (24 CFR 982.4)



**Shelter Allowance.** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Parent.** [In the Homeownership Option,] an individual who:

- A. Is unmarried or legally separated from a spouse; and
- B.
  - 1. Has one or more minor children for whom the individual has custody or joint custody; or
  - 2. Is pregnant. (12 U.S.C. 12713)

**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 (SRO) Housing.** A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A Special Housing Type. (24 CFR 982.4)

**Social Security Number (SSN).** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary. (24 CFR 5.100; 24 CFR 5.214)

**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 Type.** Includes SRO [Single Room Occupancy] Housing, Congregate Housing, Group Home, Shared Housing, Manufactured Home (including Manufactured Home Space rental), Cooperative Housing (rental assistance for Cooperative Member), and Homeownership Option (Homeownership Assistance for Cooperative Member or First-Time Homeowner). (24 CFR 982.4)

**Special Referral Program.** Partnership programs developed between the LMHA and local social service organizations to assist traditionally underserved populations, including the homeless and those with severe mental illness, by combining rental assistance with wraparound social services. Applicants to these programs apply directly to the social service partner and must meet both HCV Program eligibility requirements and any additional eligibility criteria of the social service partner. Contact information for each partner agency is listed in Appendix 7.

**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 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. (24 CFR 5.615)

***Spouse or Intimate Partner of the Victim.*** 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. (24 CFR 5.2003)

***Stalking.*** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- A. Fear for the person's individual safety or the safety of others; or
- B. Suffer substantial emotional distress.

(24 CFR 5.2003)

***State Wage Information Collection Agency (SWICA).*** The state agency, including any Indian tribal 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. (24 CFR 5.214)

***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.

***Student.*** Any student enrolled either full-time or part-time at an institution of higher education. (HUD, "Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937," 10 April 2006)

***Subsidy Standards.*** Standards established by a Public Housing Agency to determine the appropriate number of bedrooms and amount of subsidy for Families of different sizes and compositions. (24 CFR 982.4)

***Suspension.*** Stopping the clock on the term of a Family's [Housing Choice] Voucher, for such period as determined by the Public Housing Agency, from the time when the Family submits a request for Public Housing Agency approval of the tenancy, until the time when the Public Housing Agency approves or denies the request. (24 CFR 982.4)

***Temporarily absent:*** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. The absence may not exceed 180 days for any reason. (24 CFR 982.312(a))

***Tenant.*** The person or persons (other than a Live-In Aide) who executes the Lease as lessee of the dwelling unit. (24 CFR 982.4)

***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.

**Total Tenant Payment.** The highest of the following amounts, rounded to the nearest dollar:

- A. 30% of the [Participant] Family's Monthly Adjusted Income;
- B. 10% of the family's Monthly Income;
- C. If the family is receiving payments for Welfare Assistance from a public agency and a part of those payments, adjusted in accordance with the Family's actual housing costs, is specifically designated by such agency to meet the Family's housing costs, the portion of those payments which is so designated. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount resulting from one application of the percentage; or
- D. The minimum rent. (24 CFR 5.628)

**Tuition and Fees:** 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 such a large proportion of all students that the student who does not pay the charges is an exception. (<http://nces.ed.gov/ipeds/glossary/?charindex=T>)

**Unit Size.** Unit size is measured by number of bedrooms (zero-bedroom, one-bedroom, and so on). (24 CFR 982.503)

**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 Participant Family occupying the unit, an amount equal to the estimate made or approved by a Public Housing Agency 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. (24 CFR 5.603) This definition also excludes the cost of cable television and internet service.

**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, cable TV, and internet) 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.

**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 Family.** A Family whose Annual Income does 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 income for the area if HUD finds that such variations are necessary because of unusually high or low Family incomes. (24 CFR 5.603)

**Veteran.** A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. (38 U.S.C. 101)

Note: An alternate definition of “veteran” is used to determine eligibility for the admissions preference for Families that include at an Adult Household Member who is a Homeless veteran. (See Section 4.C.2.b.iii)

**Violent Criminal Activity.** 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. (24 CFR 5.100)

**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 program). (24 CFR 5.628)

45 CFR 260.31 defines “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:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded under paragraph (B) above, it also includes supportive services such as transportation and childcare provided to Families who are not employed. It excludes:

- A. Non-recurrent, 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 childcare 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.

**Written Notification.** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

**Wrong-Size Unit.** A unit occupied by a Family that does not conform to the Housing Authority's subsidy guideline for family size, by being either too large or too small compared to the guideline. (24 CFR 983.3)

# ACRONYMS

<b>CFR:</b>	Code of Federal Regulations
<b>FR:</b>	Federal Register
<b>HAP:</b>	Housing Assistance Payment
<b>HCV:</b>	Housing Choice Voucher
<b>HOTMA:</b>	Housing Opportunity Through Modernization Act of 2016.
<b>HUD:</b>	[United States Department of] Housing and Urban Development
<b>LMHA:</b>	Louisville Metro Housing Authority
<b>MTW:</b>	Moving to Work
<b>PIH:</b>	[HUD Office of] Public and Indian Housing
<b>U.S.C.:</b>	United States Code

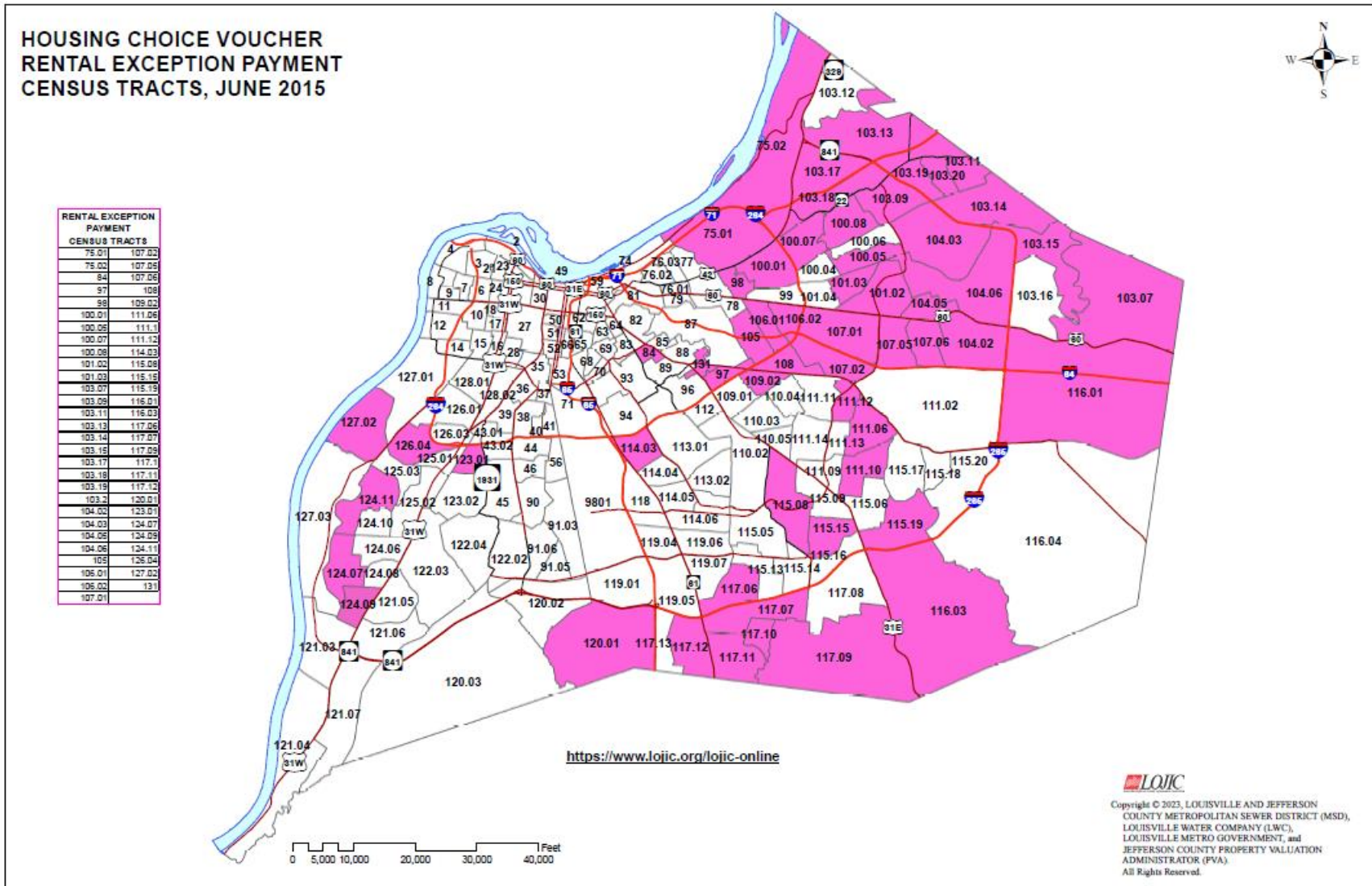
## **APPENDIX 1: PAYMENT STANDARDS (INCLUDING MAPS)**

## Housing Choice Voucher (HCV) Program Payment Standards

### Payment Standards for Fiscal Year 2024 (Effective October 1, 2023)

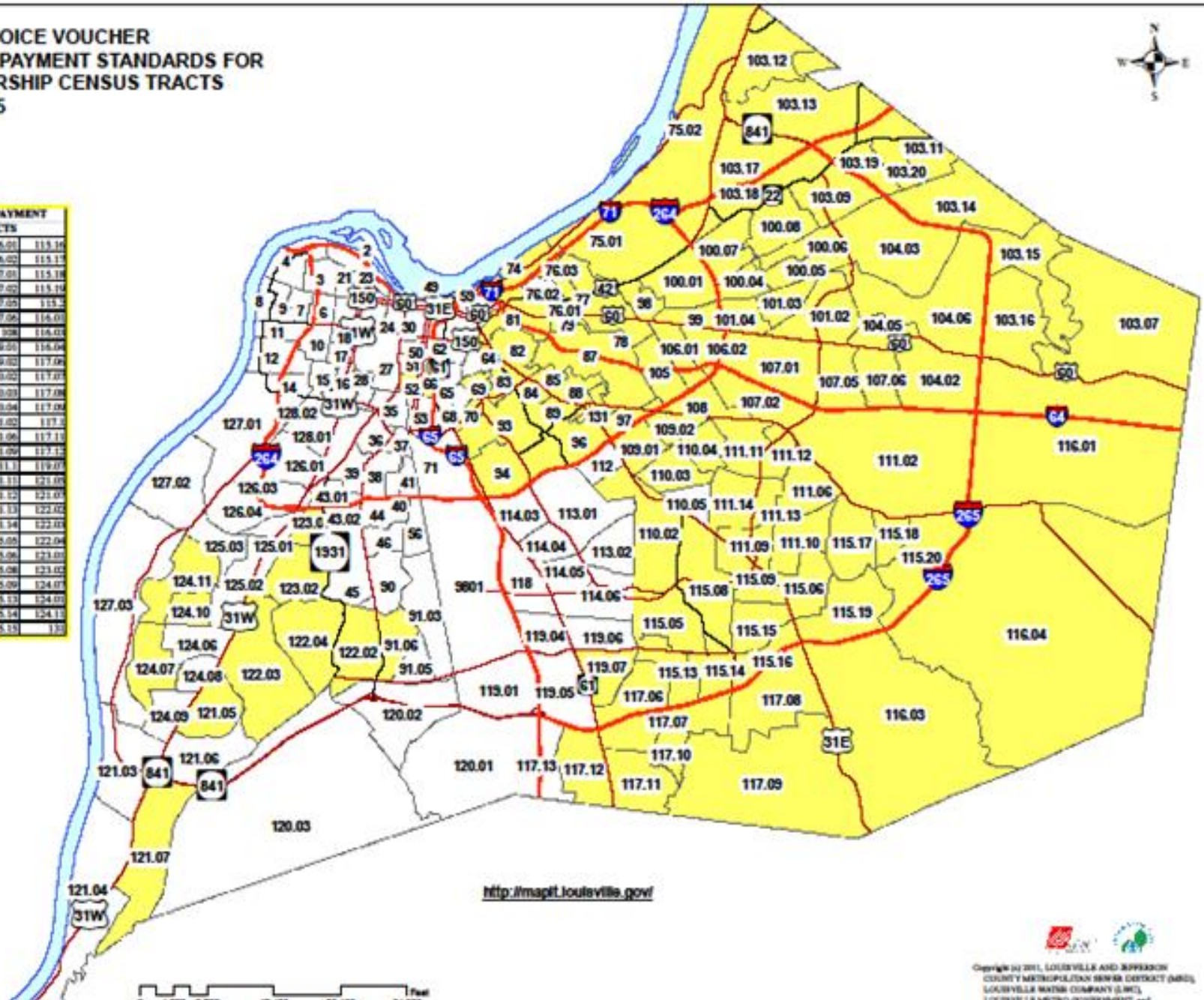
Bedroom Size	Fair Market Rent (FMR) FY2024	Rental		Homeownership	
		Payment Standard Regular 100% FMR	Payment Standard Exception 110% FY2024 FMR	Payment Standard Regular 110% FY2024 FMR	Payment Standard Exception 120% FY2024 FMR
0	\$976	\$976	\$1,074	\$1,074	\$1,171
1	\$1,077	\$1,077	\$1,185	\$1,185	\$1,292
2	\$1,301	\$1,301	\$1,431	\$1,431	\$1,561
3	\$1,701	\$1,701	\$1,871	\$1,871	\$2,041
4	\$1,955	\$1,955	\$2,151	\$2,151	\$2,346
5	\$2,248	\$2,248	\$2,473	\$2,473	\$2,698
6	\$2,542	\$2,542	\$2,796	\$2,796	\$3,050
7	\$2,835	\$2,835	\$3,119	\$3,119	\$3,402
8	\$3,128	\$3,128	\$3,441	\$3,819	\$3,754





**HOUSING CHOICE VOUCHER  
MTW LOCAL PAYMENT STANDARDS FOR  
HOMEOWNERSHIP CENSUS TRACTS  
AUGUST 2015**

52	95	106.01	115.14
64	100.01	106.02	115.15
65	100.04	107.03	115.18
69	100.05	107.02	115.19
70	100.06	107.05	115.2
74	100.07	107.06	116.01
75.01	100.08	108	116.03
75.02	101.02	109.01	116.04
76.01	101.03	109.02	117.06
76.03	101.04	110.02	117.07
77	103.01	110.03	117.08
79	103.06	110.04	117.09
79	103.11	111.02	117.3
81	103.12	111.06	117.11
82	103.13	111.09	117.12
83	103.14	111.1	119.01
84	103.15	111.11	121.05
85	103.16	111.12	121.07
87	103.17	111.13	122.02
89	103.18	111.14	122.03
89	103.19	115.05	122.04
91.06	103.2	115.06	123.01
93	104.02	115.08	123.02
94	104.03	115.09	124.01
96	104.05	115.13	124.03
97	104.06	115.14	124.13
98	105	115.15	131



## **APPENDIX 2: UTILITY ALLOWANCE SCHEDULES**

NOTE: LMHA will use the same Utility Schedule for 2023 in 2024 to prevent a reduction in some utility payments for residents.



Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

**Utility Allowance Schedule**  
See Public Reporting and Instructions on back.

**U.S Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

**OMB Approval No. 2577-0169**  
exp. 7/31/2022  
Locally Revised 10/25/2019

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Louisville Metro Housing Authority		Unit Type Apartment									Date (mm/dd/yyyy) 1/1/2023
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	
Heating	Natural Gas	51	64	76	89	108	120	135	150	165	
	Bottled Gas	45	64	82	100	127	145	163	181	200	
	Electric	33	46	59	72	92	105	118	131	144	
	Electric – Heat Pump	33	46	59	72	92	105	118	131	144	
	Fuel Oil	35	49	63	78	99	113	127	141	155	
	Other	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Cooking	Natural Gas	6	8	10	12	16	18	20	22	25	
	Bottled Gas	9	13	17	20	26	30	34	37	41	
	Electric	6	8	10	13	16	18	21	23	25	
	Other	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Other Electric		41	48	54	61	71	78	88	97	107	
Air Conditioning		4	5	6	7	8	9	10	11	12	
Water Heating	Natural Gas	12	17	22	27	34	39	44	49	54	
	Bottled Gas	20	28	36	45	57	65	73	81	89	
	Electric	15	22	28	34	43	49	56	62	68	
	Fuel Oil	15	21	28	34	43	49	55	61	67	
Water		21	27	37	41	45	50	56	62	69	
Sewer		44	52	65	81	97	113	127	142	156	
Trash Collection		25	25	25	25	25	25	25	25	25	
Other – specify		NA	NA	NA	NA	NA	NA	NA	NA	NA	
Range/Microwave		5	5	5	5	5	5	5	5	5	
Refrigerator		5	5	5	5	5	5	5	5	5	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance				
Head of Household Name					Heating						
					Cooking						
					Other Electric						
					Air Conditioning						
					Water Heating						
Unit Address					Water						
					Sewer						
					Trash Collection						
					Other						
					Range/Microwave						
Number of Bedrooms					Refrigerator						
					Total						

Previous versions are obsolete.

1

Form HUD-52667 (7/2019)

Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

**Utility Allowance Schedule**  
See Public Reporting and Instructions on back.

**U.S Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022  
Locality Revised 10/25/2019

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Louisville Metro Housing Authority		Unit Type Duplex/Townhouse/Row									Date (mm/dd/yyyy) 01/1/2023
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	
Heating	Natural Gas	53	66	79	92	112	125	141	156	172	
	Bottled Gas	48	67	86	105	133	152	171	191	210	
	Electric	34	48	62	76	96	110	124	138	152	
	Electric – Heat Pump	34	48	62	76	96	110	124	138	152	
	Fuel Oil	37	52	67	81	104	118	133	148	163	
	Other	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Cooking	Natural Gas	6	8	10	13	16	18	21	23	25	
	Bottled Gas	9	13	17	20	26	30	34	37	41	
	Electric	6	8	10	13	16	18	21	23	25	
	Other	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Other Electric		41	48	54	61	71	78	88	97	107	
Air Conditioning		4	5	6	7	8	9	10	11	12	
Water Heating	Natural Gas	12	17	22	27	34	39	44	49	54	
	Bottled Gas	20	28	36	45	57	65	73	81	89	
	Electric	15	22	28	34	43	49	56	62	68	
	Fuel Oil	15	21	28	34	43	49	55	61	67	
Water		21	27	35	41	45	50	56	62	69	
Sewer		44	52	65	81	97	113	127	142	156	
Trash Collection		25	25	25	25	25	25	25	25	25	
Other – specify		NA	NA	NA	NA	NA	NA	NA	NA	NA	
Range/Microwave		5	5	5	5	5	5	5	5	5	
Refrigerator		5	5	5	5	5	5	5	5	5	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance				
					Heating						
Head of Household Name					Cooking						
					Other Electric						
					Air Conditioning						
					Water Heating						
Unit Address					Water						
					Sewer						
					Trash Collection						
					Other						
					Range/Microwave						
Number of Bedrooms					Refrigerator						
					Total						

Previous versions are obsolete.

1

Form HUD-52667 (7/2019)

Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

**Utility Allowance Schedule**  
See Public Reporting and Instructions on back.

**U.S Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022  
Locally Revised 10/25/2019

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Louisville Metro Housing Authority		Unit Type House/New Mobile Home								Date (mm/dd/yyyy) 01/1/2023	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	
Heating	Natural Gas	56	71	85	100	121	136	153	170	186	
	Bottled Gas	52	73	94	115	147	168	189	210	231	
	Electric	38	53	68	83	106	121	136	152	167	
	Electric – Heat Pump	38	53	68	83	106	121	136	152	167	
	Fuel Oil	41	57	73	90	114	130	146	163	179	
	Other	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Cooking	Natural Gas	6	8	10	13	16	18	21	23	25	
	Bottled Gas	9	13	17	20	26	30	34	37	41	
	Electric	6	8	10	13	16	18	21	23	25	
	Other	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Other Electric		41	48	54	61	71	78	88	97	107	
Air Conditioning		4	5	6	7	8	9	10	11	12	
Water Heating	Natural Gas	12	17	22	27	34	39	44	49	54	
	Bottled Gas	20	28	36	45	57	65	73	81	89	
	Electric	15	22	28	34	43	49	56	62	68	
	Fuel Oil	15	21	28	34	43	49	55	61	67	
Water		21	27	37	41	45	50	56	62	69	
Sewer		44	52	65	81	97	113	127	142	156	
Trash Collection		25	25	25	25	25	25	25	25	25	
Other – specify		NA	NA	NA	NA	NA	NA	NA	NA	NA	
Range/Microwave		5	5	5	5	5	5	5	5	5	
Refrigerator		5	5	5	5	5	5	5	5	5	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance				
					Heating						
Head of Household Name					Cooking						
					Other Electric						
					Air Conditioning						
					Water Heating						
Unit Address					Water						
					Sewer						
					Trash Collection						
					Other						
					Range/Microwave						
Number of Bedrooms					Refrigerator						
					Total						

Previous versions are obsolete.

1

Form HUD-52667 (7/2019)

Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

**Utility Allowance Schedule**  
See Public Reporting and Instructions on back.

**U.S Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022  
Locality Revised 10/25/2019

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Louisville Metro Housing Authority		Unit Type Mobile Home—2002 or older									Date (mm/dd/yyyy) 01/1/2023
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	
Heating	Natural Gas	63	81	98	115	141	159	179	198	218	
	Bottled Gas	86	94	113	138	176	201	226	252	277	
	Electric	45	64	82	100	127	146	164	182	200	
	Electric – Heat Pump	45	64	82	100	127	146	164	182	200	
	Fuel Oil	49	68	88	107	137	156	176	195	215	
	Other	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Cooking	Natural Gas	6	8	10	13	16	18	21	23	25	
	Bottled Gas	9	13	17	20	26	30	34	37	41	
	Electric	6	8	10	13	16	18	21	23	25	
	Other	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Other Electric		41	48	54	61	71	78	88	97	107	
Air Conditioning		4	5	6	7	8	9	10	11	12	
Water Heating	Natural Gas	12	17	22	27	34	39	44	49	54	
	Bottled Gas	20	28	36	45	57	65	73	81	89	
	Electric	15	22	28	34	43	49	56	62	68	
	Fuel Oil	15	21	28	34	43	49	55	61	67	
Water		21	27	37	41	45	50	56	62	69	
Sewer		44	52	65	81	97	113	127	142	156	
Trash Collection		25	25	25	25	25	25	25	25	25	
Other – specify		NA	NA	NA	NA	NA	NA	NA	NA	NA	
Range/Microwave		5	5	5	5	5	5	5	5	5	
Refrigerator		5	5	5	5	5	5	5	5	5	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance				
					Heating						
Head of Household Name					Cooking						
					Other Electric						
					Air Conditioning						
					Water Heating						
Unit Address					Water						
					Sewer						
					Trash Collection						
					Other						
					Range/Microwave						
Number of Bedrooms					Refrigerator						
					Total						

Previous versions are obsolete.

1

Form HUD-52667 (7/2019)







## **APPENDIX 3: COMMONLY USED DOCUMENTS**

- A. Are You a Victim of Housing Discrimination? (HUD-903.1)
- B. Notice to Applicants / Participants with Disabilities Regarding Reasonable Accommodation
- C. Notice to Applicants / Participants Regarding Their Rights Under the Violence Against Women Act
- D. Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- E. Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD-5382)
- F. Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD-5383)
- G. Housing Choice Voucher Program Tenancy Addendum (HUD-52641-A)
- H. Protect Your Family from Lead in Your Home
- I. A Good Place to Live! (HUD-593-PIH)
- J. Supplement to Application for Federally Assisted Housing (HUD-92006)

## A. ARE YOU A VICTIM OF HOUSING DISCRIMINATION? (HUD-903.1)

G:\Section 8\Forms\ARE\_YOU\_A\_VICTIM\_ENG.pdf

**WHERE TO MAIL YOUR FORM OR  
INQUIRE ABOUT YOUR CLAIM**

**For Connecticut, Maine, Massachusetts, New  
Hampshire, Rhode Island, and Vermont:**  
**BOSTON REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Thomas P. O'Neill Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092  
Telephone (617) 994-6300 or 1-800-927-5005  
Fax (617) 565-7313 • TTY (617) 565-5453  
E-mail: Complaints\_office\_01@hud.gov

**For New Jersey, New York, and the Caribbean:**  
**NEW YORK REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
28 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 542-7519 or 1-800-496-4294  
Fax (212) 264-9929 • TTY (212) 264-0927  
E-mail: Complaints\_office\_02@hud.gov

**For Delaware, District of Columbia, Maryland,  
Pennsylvania, Virginia, and West Virginia:**  
**PHILADELPHIA REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-9344  
Telephone (215) 861-7848 or 1-888-799-2085  
Fax (215) 656-3449 • TTY (215) 656-3450  
E-mail: Complaints\_office\_03@hud.gov

**For Alabama, Florida, Georgia, Kentucky, Mississippi,  
North Carolina, South Carolina, and Tennessee:**  
**ATLANTA REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, GA 30303-2808  
Telephone (404) 331-5140 or 1-800-440-8091 x2493  
Fax (404) 331-1021 • TTY (404) 730-2854  
E-mail: Complaints\_office\_04@hud.gov

**For Illinois, Indiana, Michigan, Minnesota, Ohio, and  
Wisconsin:**  
**CHICAGO REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 2101  
Chicago, IL 60604-3507  
Telephone 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143  
E-mail: Complaints\_office\_05@hud.gov

**For Arkansas, Louisiana, New Mexico, Oklahoma, &  
Texas:**  
**FORT WORTH REGIONAL OFFICE**  
Fair Housing Office  
U.S. Dept. of Housing and Urban Development  
801 Cherry Street  
Suite 2500, Unit #45  
Fort Worth, TX 76102-6803  
Telephone (817) 978-5900 or 1-888-560-8613  
Fax (817) 978-5676/5851 • TTY (817) 978-5585  
E-mail: Complaints\_office\_06@hud.gov


**For Iowa, Kansas, Missouri and Nebraska:**  
**KANSAS CITY REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Gateway Tower II  
400 State Avenue, Room 200, 4th Floor  
Kansas City, KS 66101-2406  
Telephone (813) 551-6959 or 1-800-743-5323  
Fax (813) 551-6856 • TTY (813) 551-6972  
E-mail: Complaints\_office\_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota,  
Utah, and Wyoming:**  
**DENVER REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
1670 Broadway  
Denver, CO 80202-4801  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5028 • TTY (303) 672-5248  
E-mail: Complaints\_office\_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:**  
**SAN FRANCISCO REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1387  
Telephone 1-800-347-3739  
Fax (415) 489-6558 • TTY (415) 489-6564  
E-mail: Complaints\_office\_09@hud.gov

**For Alaska, Idaho, Oregon, and Washington:**  
**SEATTLE REGIONAL OFFICE**  
Fair Housing Office  
U.S. Department of Housing and Urban Development  
Seattle Federal Office Building  
908 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-0248  
Fax (206) 220-5447 • TTY (206) 220-5185  
E-mail: Complaints\_office\_10@hud.gov



*If after contacting the local office nearest you, you still  
have questions you may contact HUD further at:*  
U.S. Dept. of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 7th Street, S.W., Room 5204  
Washington, DC 20410-2000  
Telephone 1-800-669-9777  
Fax (202) 708-1425 • TTY 1-800-927-9275



**Are You a Victim of  
HOUSING  
DISCRIMINATION?**

*If you have been denied  
your housing rights...you  
may have experienced  
unlawful discrimination.*

**FAIR HOUSING  
is Your Right!**



U.S. Department of Housing and Urban Development



To file electronically, visit: [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) • Hotline: 1-800-669-9777

## Are You A Victim Of HOUSING DISCRIMINATION?

*The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach. Under our Fair Housing laws, every person is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability.*

## How Do You Recognize HOUSING DISCRIMINATION?

Under the Fair Housing Act, it is **Against the Law to:**

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Disability

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Keep this information for your records.

Date you mailed your information to HUD: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Address to which you sent the information: \_\_\_\_\_

Office \_\_\_\_\_

Telephone \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

Detach here. Fold and close with glue or tape (no staples)

HOUSING DISCRIMINATION INFORMATION			
U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity			
<b>Instructions:</b> (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.		<b>2) Why do you think you are a victim of housing discrimination?</b> Is it because of your: - race - color - religion - sex - national origin - familial status (families with children under 18) - disability? <i>For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?</i> Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.	
<div><div>Your Name</div><div>Your Address</div><div><div>City</div><div>State</div><div>Zip Code</div></div><div><div>Best time to call</div><div>Your Daytime Phone No.</div><div>Evening Phone No.</div></div></div>			
<b>Who else can we call if we cannot reach you?</b>		<b>3) Who do you believe discriminated against you?</b> <i>For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?</i> Identify who you believe discriminated against you.	
<div><div>Contact's Name</div><div>Best time to call</div></div> <div><div>Daytime Phone No.</div><div>Evening Phone No.</div></div> <div><div>Contact's Name</div><div>Best time to call</div></div> <div><div>Daytime Phone No.</div><div>Evening Phone No.</div></div>		<div><div>Name</div><div>Address</div></div>	
<b>1) What happened to you?</b> How were you discriminated against? <i>For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?</i>  State briefly what happened.	<b>4) Where did the alleged act of discrimination occur?</b> <i>For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?</i> <i>Did it occur at a bank or other lending institution?</i> Provide the address.		
	<div><div>Address</div><div><div>City</div><div>State</div><div>Zip Code</div></div></div>		
	<b>5) When did the last act of discrimination occur?</b> Enter the date _____/_____/_____ Is the alleged discrimination continuing or ongoing? Yes _____ No _____		
	<div><div>Signature</div><div>Date</div></div>		
<b>Send this form</b> to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.			
Form HUD-903.1 (2011)		OMB Approval No. 2529-0011 (exp. 03/31/2014)	

Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

MAIL TO:

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 108 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 93-380); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.



PLACE  
POSTAGE  
HERE

***B. NOTICE TO APPLICANTS / PARTICIPANTS WITH DISABILITIES  
REGARDING REASONABLE ACCOMMODATION***

G:\Section 8\Forms\Reasonable Accommodation.pdf



## **NOTICE TO APPLICANTS / PARTICIPANTS WITH DISABILITIES REGARDING REASONABLE ACCOMMODATION**

The Louisville Metro Housing Authority (LMHA) is committed to providing accommodations to persons with disabilities to help ensure that their living arrangements are comparable to those of other Housing Choice Voucher (HCV) Program participants. Accommodations must be reasonable, meaning they cannot cause either undue financial or administrative burden, or a fundamental alteration in the nature of the Housing Authority's programs.

Reasonable accommodation requests may be made in any manner that is convenient, including written or verbal, to your Housing Specialist or to the HCV Program Customer Service Ombudsman. Although not required, requests made in writing will simplify processing and will help avoid misunderstandings. The Housing Authority's request for accommodation forms are designed to assist HCV Program participants. If you do not or cannot use the attached forms, LMHA will still respond to your request for an accommodation.

Requests for reasonable accommodations will be considered on a case-by-case basis because people with the same disability may not need or desire the same type of accommodation. If you make a reasonable accommodation request, LMHA may request reliable documentation (not medical records) to verify that you have a disability and to verify your need for the particular accommodation(s) requested. LMHA will not ask questions about the nature or severity of the disability. The type of verification you will need to provide depends on the specifics of the situation. The verification may be provided by any qualified third party familiar with your disability on forms that the Housing Authority provides or in a signed letter.

You may request assistance with completing the attached forms or ask that the forms be provided in an equally effective format or means of communication, such as:

- Qualified interpreters
- Use of Telecommunications Relay Services
- Braille materials
- Qualified readers
- Taped text audio recording
- Large print materials
- Telecommunications Device for the Deaf (TDD)

While most decisions are made in less time, we will make every effort to render a decision within 45 calendar days.

If you have any questions or require additional information on the reasonable accommodation process or procedures, you may contact the HCV Program Customer Service Ombudsman by calling (502) 569-6942, or via TDD by dialing (502) 587-0831.

A copy of this notice and the attached reasonable accommodation forms can also be found at [www.lmha1.org](http://www.lmha1.org).

**If you choose to complete these forms, please return them to your Housing Specialist or mail them to the Housing Authority's HCV Program Office: 600 S 7th Street, Louisville, KY 40204**



**Housing Choice Voucher Program Office**  
600 S 7th Street, Louisville, KY 40204 | Voice: (502) 569-6060 | TDD: (502) 587-0831  
**REQUEST FOR REASONABLE ACCOMMODATION**





**Please check one:**      ☐ Housing Choice Voucher (HCV) Program Applicant      ☐ HCV Program Participant

Head of Household Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Phone/Cell: \_\_\_\_\_

Address: \_\_\_\_\_

1. The following member of my household has a disability as defined as follows:

- 1) *A physical or mental impairment that substantially limits one or more major life activities;*
- 2) *Being regarded as having such an impairment; or*
- 3) *Having a record of such an impairment.*

*The term 'physical or mental impairment' includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.*

*The term 'substantially limits' suggests that the limitation is 'significant' or 'to a large degree.'*

*The term 'major life activity' means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. This list of major life activities is not exhaustive. (42 U.S.C. § 12102)*

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

2. The specific reasonable accommodation I am requesting is (please describe):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. I need this reasonable accommodation so that I can:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. You may verify that I have a disability and my need for the requested accommodation by contacting:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**I give you permission to contact the above individual for purposes of verifying that I, or a household member, have a disability and need the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine if you will provide an accommodation. This form should be signed by either the member of the household with a disability, or the head of household if the disabled household member is a minor.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



**Housing Choice Voucher Program Office**  
600 S 7th Street, Louisville, KY 40204 | Voice: (502) 569-6060 | TDD: (502) 587-0831





Dear \_\_\_\_\_:

\_\_\_\_\_ is either an applicant for or a participant in, the Louisville Metro Housing Authority's Housing Choice Voucher Program. This person has indicated that they, or a household member, have/has a disability that requires a reasonable accommodation.

Federal law requires public housing providers to make changes to rules, policies, and procedures as a reasonable accommodation, if such changes are necessary to enable a person with a disability to have equal access to, and enjoyment of, their housing. **Please note that such changes must be medically necessary as a result of the person's disability as opposed to a change that merely benefits the individual.**

Please specify on the enclosed *Verification of Need for Reasonable Accommodation* form the accommodation that you recommend for the above-named person. Also, indicate whether you believe the individual has a disability, using the definition provided. You may also add or provide additional information that would be helpful in making the appropriate accommodation for this person.

This form should **NOT** be used to discuss the person's specific disability or diagnosis or any other information that is not directly relevant to the request for an accommodation. However, it is important to be as specific as possible about this individual's housing needs as they relate to their disability, so that we may provide the most appropriate response.

The individual requesting the accommodation has signed a Release of Information form (enclosed) allowing you to provide the information necessary to assist us in making our determination. If you have any questions, feel free to contact me at (502) 569-6942.

Sincerely,

Terri Thornton  
Customer Service Ombudsman



**Housing Choice Voucher Program Office**  
600 S 7th Street, Louisville, KY 40204 | Voice: (502) 569-6060 | TDD: (502) 587-0831



## VERIFICATION OF NEED FOR REASONABLE ACCOMMODATION:

**This form must be completed by a qualified person who is in a position to know about the individual's disability. It is important to be as clear as possible about what is being requested to help us provide the most appropriate response.**

The Louisville Metro Housing Authority Housing Choice Voucher Program applicant/participant named below has applied for a reasonable accommodation and is requesting that you, as a qualified person in a position to know about their disability, fill out the following certification. Also enclosed is a copy of the Request for Reasonable Accommodation Form completed by the applicant/ participant with his/her signature for release of information.

Name of household member with disability, who is requesting a reasonable accommodation:

Please describe any reasonable accommodation needs that are medically necessary as a result of this individual's disability in order for them to enjoy an equal housing opportunity (for example: 24-hour live-in-aide with overnight support for activities of daily living, additional bedrooms, higher rent standard, rent unit owned by family, voucher extension, mutual lease termination, voucher port, etc.). Feel free to provide additional documentation.

*Definition of Live-in Aide (24 CFR Section 5.403): 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. The live-in aide must be identified by the family and approved by the Housing Authority. 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 the family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the Housing Authority. Therefore, regardless of whether these care givers spend the night, an additional bedroom should not be approved.*

**In my opinion, the named person has a disability as defined below, and if necessary, I will so testify in a court of law:**

1. A physical or mental impairment which substantially limits one or more of this person's major life activities; ☐ YES ☐ NO
2. A record of having such an impairment; or ☐ YES ☐ NO
3. Is regarded as having such an impairment ☐ YES ☐ NO

*This definition does not include current, illegal use of or addiction to a controlled substance as defined in section 102 of the Controlled Substance Act, 21 U.S.C. 802.*

Print Name

Signature

Date

Relationship to Named Person

Street Address

Telephone/Fax

Agency/Practice

City

State

Zip

**WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly or willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.**

### FOR LOUISVILLE METRO HOUSING AUTHORITY USE ONLY

Does the applicant/participant qualify as an individual with a disability?

☐ YES

☐ NO

Please explain and attach additional documentation if necessary:

Signature of Supervisor

Date



**Housing Choice Voucher Program Office**  
600 S 7th Street, Louisville, KY 40204 | Voice: (502) 569-6060 | TDD: (502) 587-0831



***C. NOTICE TO APPLICANTS / PARTICIPANTS REGARDING THEIR RIGHTS  
UNDER THE VIOLENCE AGAINST WOMEN ACT***

G: Section 8/Forms/5380 VAWA Notice Rev 2018



## **NOTICE TO APPLICANTS / PARTICIPANTS REGARDING THEIR RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

### **What Applicants, Tenants, Owners, and Landlords Need to Know**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. This notice explains your rights under VAWA.

#### **Protections for Applicants**

If you otherwise qualify for assistance under the Louisville Metro Housing Authority (LMHA), you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under LMHA, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under LMHA solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

#### **Removing the Abuser or Perpetrator from the Household**

LMHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If LMHA chooses to remove the abuser or perpetrator, LMHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, LMHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing. In removing the abuser or perpetrator from the household, LMHA must follow Federal, State, and local eviction procedures. In order to divide a lease, LMHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

#### **Moving to Another Unit**

Upon your request, LMHA may permit you to move to another unit, *subject to the availability of other units*, and still keep your assistance. In order to approve a request, LMHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is for emergency transfer, LMHA may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. LMHA's emergency transfer plan provides further information and is available for review upon request. LMHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. The criteria for transfers under VAWA are:

- You are a victim of domestic violence, dating violence, sexual assault, or stalking;
- You expressly request the emergency transfer; AND
- You reasonably believe you are threatened with imminent harm in the near future from further violence if you remain in your current unit.

**OR**

- You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

LMHA can ask you to provide documentation to certify that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such requests from LMHA must be in writing, and LMHA must give you at least 14 business days from the day you receive the request to provide the documentation. LMHA may, but does not have to, extend the deadline for the submission of documentation upon your request. You can provide one of the following to LMHA as documentation:

- A complete HUD-5382 certification form asking for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident;
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others;
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection; OR
- Any other statement or evidence that LMHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, LMHA does not have to provide you with the protections contained in this notice. If LMHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms 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 abuser or perpetrator), LMHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, LMHA does not have to provide you with the protections contained in this notice.

**Confidentiality**

LMHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. LMHA must not allow any individual administering assistance or other services on behalf of LMHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. LMHA must not enter your information into any shared database or disclose your information to any other entity or individual. LMHA, however, may disclose the information provided if:

- You give written permission to LMHA to release the information on a time limited basis;
- LMHA needs to use the information in an eviction or termination proceeding; OR
- A law requires LMHA or your landlord to release the information.

VAWA does not limit LMHA’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, LMHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking. The protections described in this notice might not apply, and you could be evicted, and your assistance terminated, if LMHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- Would occur within an immediate time frame, AND
- Could result in death or serious bodily harm to other tenants or those who work on the property.

If LMHA can demonstrate the above, LMHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Non-Compliance with the Requirements of This Notice**

The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees compliance with VAWA. You may report a covered housing provider's violation of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the local HUD field office at 601 West Broadway, Rm 110; Louisville, KY 40202 or (502) 582-5251. LMHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

**For Additional Information**

For questions regarding VAWA, please contact **Assistant Director of Leased Housing (Section 8) 502-569-4901 or Director of Property Management (Public Housing) at 502-569-3400.**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **The Center for Women and Families toll-free crisis line at 1-844-BE-SAFE-1 (or 1-844-237-2331 x1).** The crisis line is available 24 hours a day, 365 days a year. The Center for Women and Families serves violence victims and are available regardless of perceived or actual gender identity or sexual orientation. For help regarding sexual assault or stalking, you may contact **The Center for Women and Families.**

***D. EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR  
STALKING***

G: Section 8\Forms\5381 Emergency Transfer Plan.doc



**Louisville Metro Housing Authority**  
**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

**Emergency Transfers**

**Louisville Metro Housing Authority (LMHA)** is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> **LMHA** allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of **LMHA** to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether **LMHA** has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **LMHA** is in compliance with VAWA.

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

**Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify **LMHA's** management office and submit a written request (Form HUD-5383) for a transfer to **Section 8; 600 S 7<sup>th</sup> St.; Louisville, KY 40203 OR Public Housing; 420 S 8<sup>th</sup> St.; Louisville, KY 40203. LMHA** will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under **LMHA's** program;  
OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

---

<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Confidentiality**

LMHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives LMHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about LMHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

LMHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LMHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. LMHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If LMHA has no safe and available units for which a tenant who needs an emergency is eligible, LMHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LMHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants may also contact the Center for Women and Families 24 hours a day, 365 days a year through their toll-free crisis line at 1-844-BE-SAFE-1 (1-844-237-2331 x1).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault or stalking, you may contact the Center for Women and Families 24 hours a day, 365 days a year through their toll-free crisis line at 1-844-BE-SAFE-1 (1-844-237-2331 x1).

***E. CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING (HUD-5382)***

G: Section 8\Forms\5382 Certification of DV Form.doc

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Expires until further notice

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

***F. EMERGENCY TRANSFER REQUEST FOR VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING  
(HUD-5383)***

G: Section 8\Forms\5383 Emergency Transfer Request.doc

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Expires until further notice

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer; you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database.

Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease:

\_\_\_\_\_

\_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

\_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

\_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_



***G. HOUSING CHOICE VOUCHER PROGRAM TENANCY ADDENDUM<sup>311</sup> (HUD-52641-A)***

G: Section 8\Forms\HUD 52641-A.pdf

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<sup>311</sup> 24 CFR 982.308(f)

**TENANCY ADDENDUM**  
**Section 8 Tenant-Based Assistance**  
**Housing Choice Voucher Program**  
(To be attached to Tenant Lease)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## 7. Maintenance, Utilities, and Other Services

### a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

### c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) 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, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

### d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

## 9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

- (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
- (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
- (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to 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. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

**l. Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

**m. Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

**n. Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## 10. Eviction by court action

The owner may only evict the tenant by a court action.

Previous editions are obsolete

## 11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## 12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

## 13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

## 14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

## 15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family 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, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a 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 promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## 17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

form HUD-52641-A  
(7/2019)

## 18. Changes to Lease or Rent

- a. The tenant and the owner may not make any change to the tenancy addendum. However, if the tenant and the owner agree to any other changes to the lease, such changes must be in writing, and the owner must immediately give the FPHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the FPHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. FPHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the FPHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the FPHA in accordance with HUD requirements.

## 19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 20. Definitions

**Contract unit.** The housing unit owned by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the FPHA and the owner. The FPHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any FPHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based program.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**FPHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the FPHA housing assistance payment to the owner.

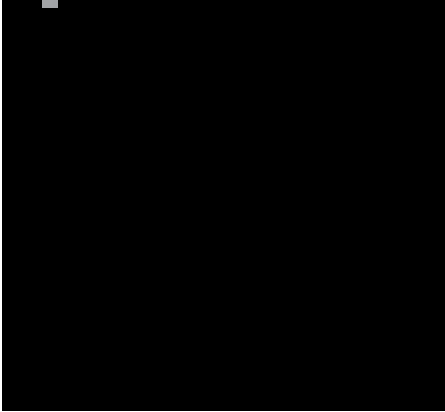
**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1417f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a FPHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be entered with rent subsidy for a tenancy under the voucher program.

***H. PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME***

G: Section 8\Forms\Protect your family.pdf



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# Protect Your Family From Lead in Your Home

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Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

March 2021



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## **Are You Planning to Buy or Rent a Home Built Before 1978?**

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### **Read this entire brochure to learn:**

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### **Before renting or buying a pre-1978 home or apartment, federal law requires:**

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### **If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**

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- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

■

## **Simple Steps to Protect Your Family from Lead Hazards**

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil of shoes before entering your house.

## **Lead Gets into the Body in Many Ways**

### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

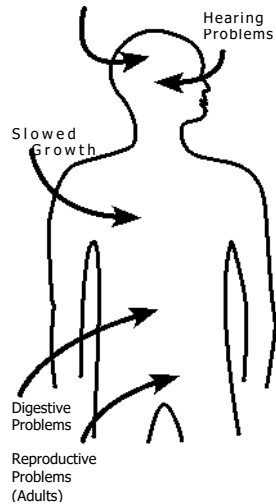
### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**



Brain Nerve Damage

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems

- 3      • Muscle and joint pain

## **Check Your Family for Lead**

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**



## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors,  
including carpeted floors

2

- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil

- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## **What You Can Do Now to Protect Your Family**

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.



## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.

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- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## **Other Sources of Lead**

### **Lead in Drinking Water**

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### **Important Steps You Can Take to Reduce Lead in Drinking Water**

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking

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water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

- 13      \* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](https://epa.gov/safewater) and [hud.gov/lead](https://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](https://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](https://cpsc.gov) or [saferproducts.gov](https://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](https://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD**.

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Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine,  
New Hampshire, Rhode Island, Vermont)

Regional Lead Contact

U.S. EPA Region 1

5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

Regional Lead Contact

U.S. EPA Region 5 (LL-17J)

77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 2** (New Jersey, New York, Puerto  
Rico, Virgin Islands)

Regional Lead Contact

U.S. EPA Region 2

2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania,  
Virginia, DC, West Virginia)

Regional Lead Contact

U.S. EPA Region 3

1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia,  
Kentucky, Mississippi, North Carolina, South  
Carolina, Tennessee)

Regional Lead Contact

U.S. EPA Region 4

AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan,  
Minnesota, Ohio, Wisconsin)



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**Region 6** (Arkansas, Louisiana, New Mexico,  
Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North  
Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii,  
Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon,  
Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772

[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

## **U. S. Department of Housing and Urban Development (HUD)**

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

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### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](https://www.hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

## **IMPORTANT!**

### **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

#### ***I. A GOOD PLACE TO LIVE! (HUD-593-PIH)***

G: Section 8\Forms\A Good Place to Live.pdf

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

# A Good Place to Live!

## Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

## Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and  
Additional things that you should think about for the special needs of your own family. These are items that you can decide.

## The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read A Good Place to Live. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

## The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

# 1. Living Room

The Living Room must have:

## Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

## Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

## Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

## Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

## Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

## Lock

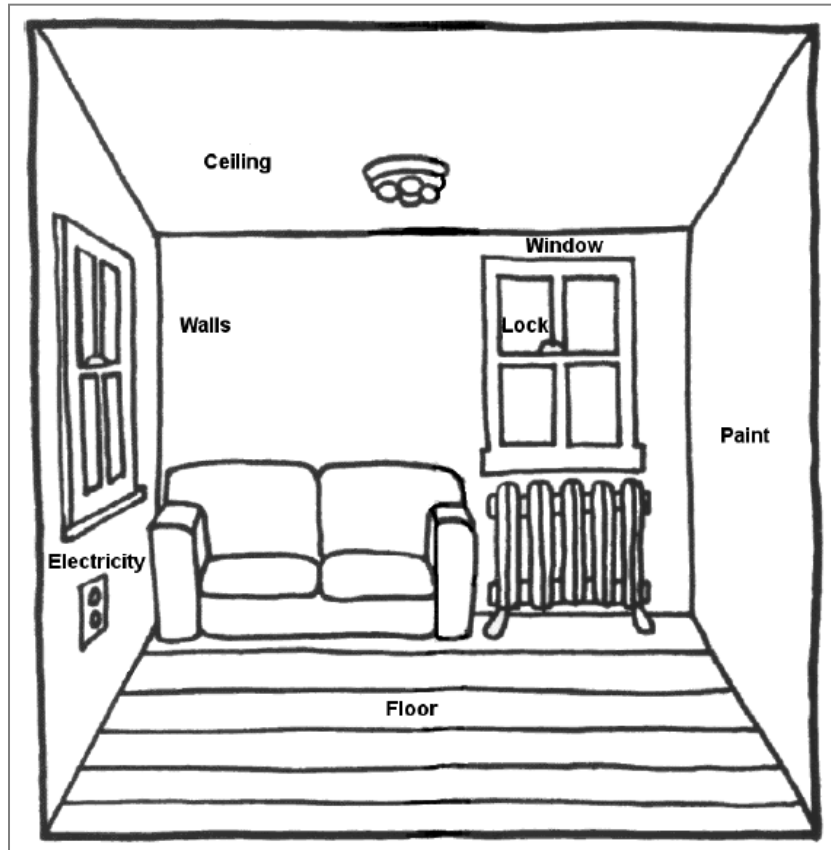
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

## Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

## You should also think about:

- The types of locks on windows and doors
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
  - Are there storm windows?
  - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floor.
  - Is it scratched and worn?



## 2. Kitchen

The Kitchen must have:

### Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

### Storage

Some space to store food.

### Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

### Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

### Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### Preparation Area

Some space to prepare food.

### Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

### Window

If there is a window, it must be in good condition.

### Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

### Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

### Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

### Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

### Sink

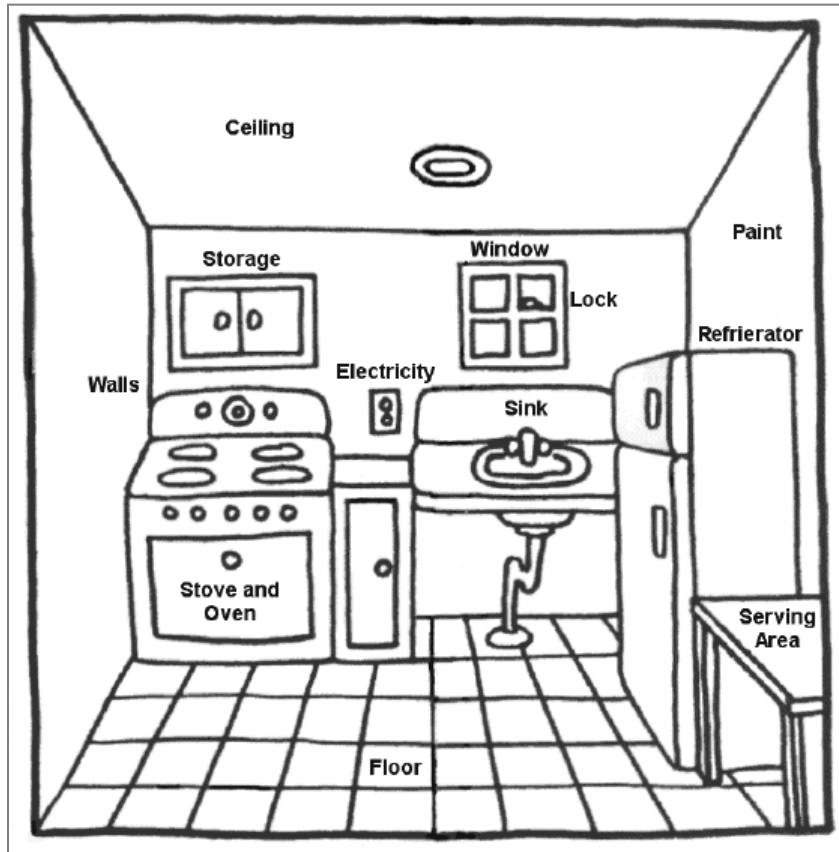
A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.





## 3. Bathroom

The Bathroom must have:

**Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

**Window**

A window that opens or a working exhaust fan.

**Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

**Toilet**

A flush toilet that works.

**Tub or Shower**

A tub or shower with hot and cold running water.

**Floor**

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

**Paint**

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

**Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

### Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

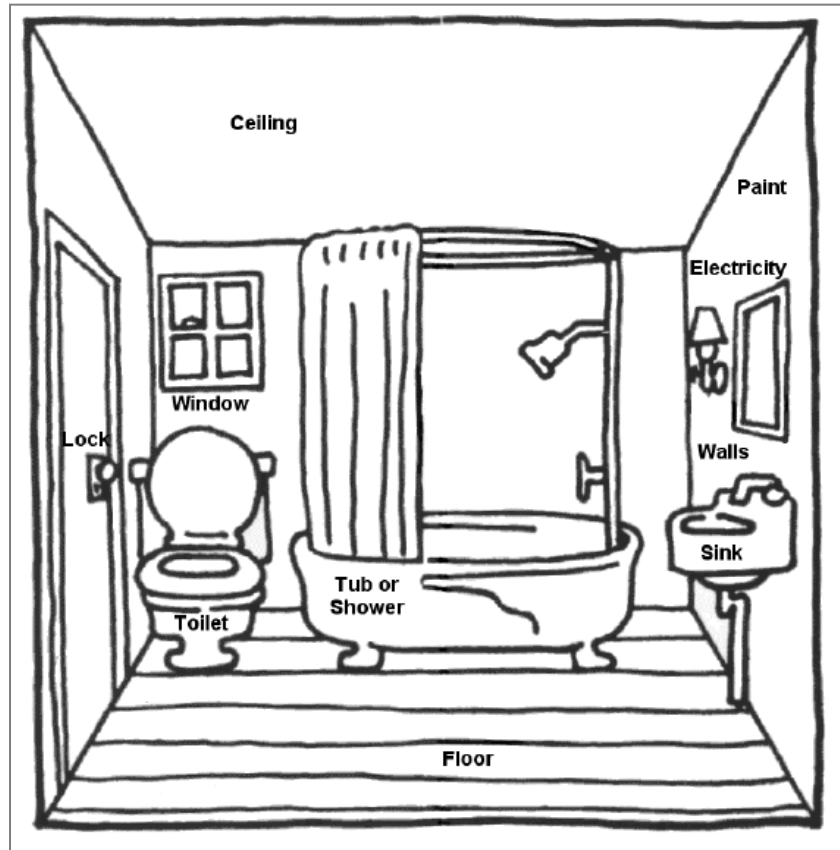
### Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



## 4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

### Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

### Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

### Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

### Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

### Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

### Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

### Window

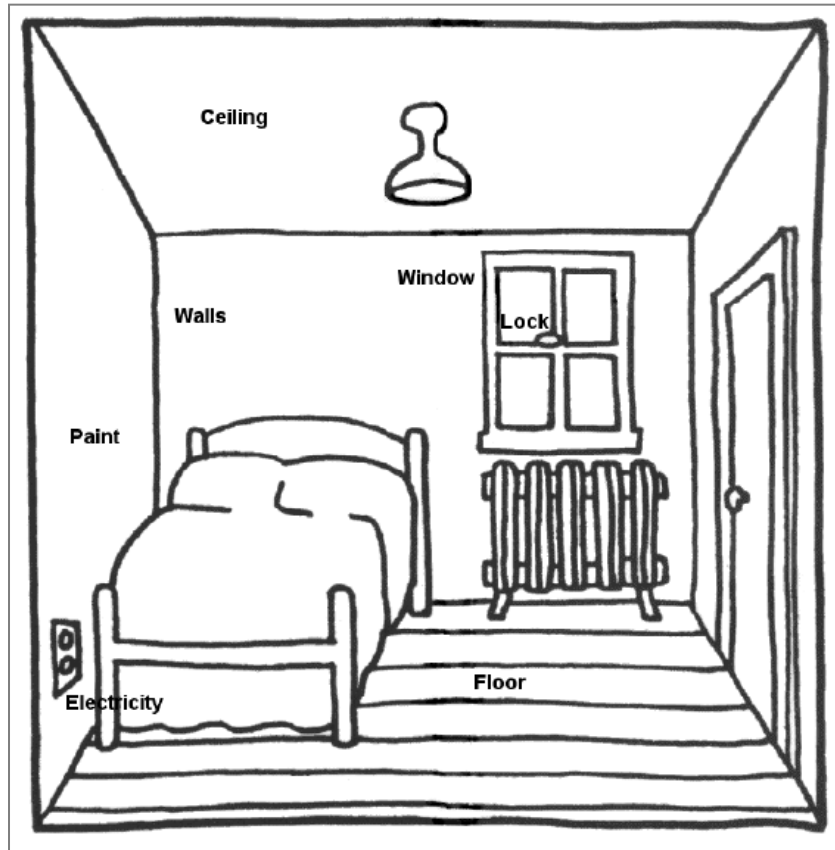
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
  - Can you use them the way you want to?
- The type of locks on windows and doors.
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization windows.
  - Are there storm windows?
  - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floors.
  - Are they scratched and worn?



## 5. Building Exterior, Plumbing, and Heating

The Building must have:

### Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

### Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

### Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

### Foundation

A foundation in good condition that has no serious leaks.

### Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

### Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

### Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

### Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

### Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

### Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

### Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

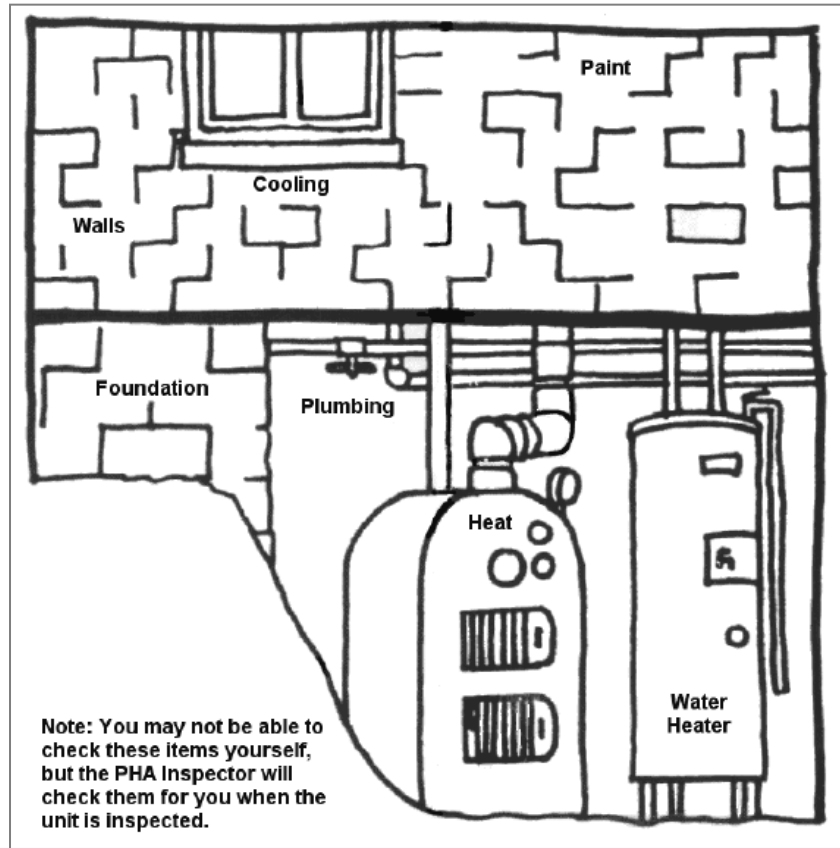
### Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

### You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
  - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
  - Is there insulation?
  - Are there storm windows?
  - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
  - Will the unit be cool enough for you in the summer?



## 6. Health and Safety

The Building and Site must have:

### Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

### Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

### Elevators

Make sure the elevators are safe and work properly.

### Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

### Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

### Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

### Lights

Lights that work in all common hallways and interior stairs.

### Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

### Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

### Rodents and Vermin

No sign of rats or large numbers of mice or vermin (like roaches).

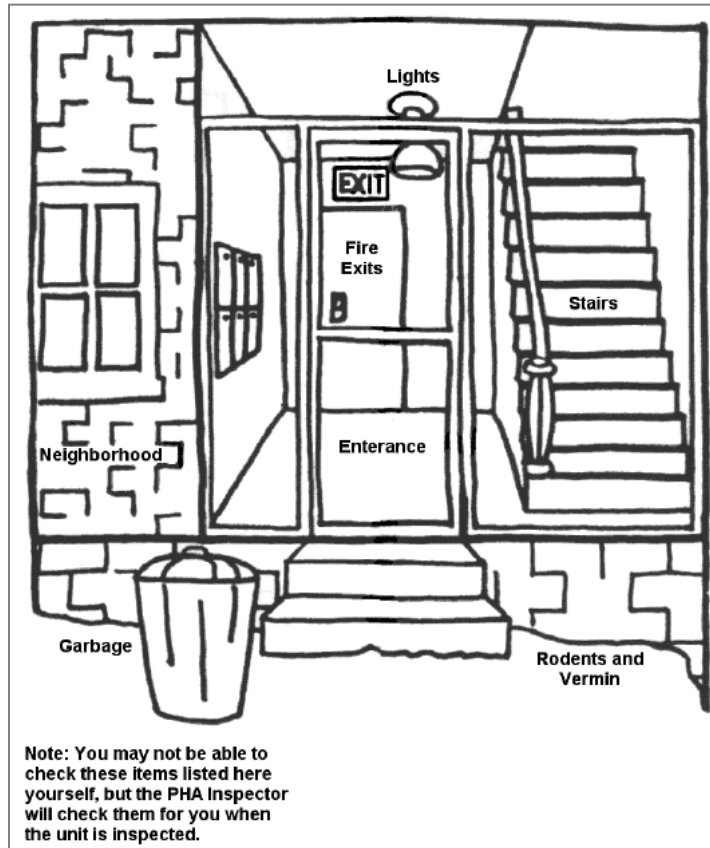
### For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

### You should also think about:

- The type of fire exit.  
--Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.  
--Are there stores nearby?  
--Are there schools nearby?  
--Are there hospitals nearby?  
--Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).





Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

**Responsibilities of the Public Housing Authority:**

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

**Responsibilities of the tenant:**

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

**Responsibilities of the owner:**

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.

***J. SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED  
HOUSING (HUD-92006)***

G: Section 8\Forms\Supplement to Application-only HH 92006

Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

OMB Control # 2502-0581  
Exp. (02/28/2019)

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

**SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING**

This form is to be provided to each applicant for federally assisted housing

**Instructions: Optional Contact Person or Organization:** You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

<b>Applicant Name:</b>	
<b>Mailing Address:</b>	
<b>Telephone No:</b>	<b>Cell Phone No:</b>
<b>Name of Additional Contact Person or Organization:</b>	
<b>Address:</b>	
<b>Telephone No:</b>	<b>Cell Phone No:</b>
<b>E-Mail Address (if applicable):</b>	
<b>Relationship to Applicant:</b>	
<b>Reason for Contact:</b> (Check all that apply)	
<input type="checkbox"/> Emergency	<input type="checkbox"/> Assist with Recertification Process
<input type="checkbox"/> Unable to contact you	<input type="checkbox"/> Change in lease terms
<input type="checkbox"/> Termination of rental assistance	<input type="checkbox"/> Change in house rules
<input type="checkbox"/> Eviction from unit	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Late payment of rent	
<b>Commitment of Housing Authority or Owner:</b> If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
<b>Confidentiality Statement:</b> The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	
<b>Legal Notification:</b> Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.	

☐ Check this box if you choose not to provide the contact information.

--	--

**Signature of Applicant**

**Date**

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

Form HUD- 92006 (05/09)

## **APPENDIX 4: LANGUAGE ACCESS PLAN FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

## **LANGUAGE ACCESS PLAN** **FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

### ***A. PLAN STATEMENT***

Executive Order 13166 requires that agencies receiving federal assistance ensure the accessibility of their programs and services to all eligible clients including persons with limited English proficiency. The Louisville Metro Housing Authority (LMHA) developed this Language Access Plan to provide meaningful access to its programs and activities by persons with limited English proficiency. In accordance with federal guidelines the LMHA will make reasonable efforts to provide or arrange free language assistance for its clients with limited English proficiency, including applicants, recipients, and/or persons eligible for public housing, the Housing Choice Voucher (HCV) Program, and other Housing Authority programs.

### ***B. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS***

Meaningful access is free language assistance in accordance with federal guidelines. The LMHA will periodically assess and update the following four-factor analysis, which examines:

1. The number or proportion of persons with limited English proficiency eligible to be served or likely to be encountered by LMHA;
2. The frequency with which persons with limited English proficiency who use a particular language encounter LMHA;
3. The nature and importance of the LMHA program, activity, or service to the person's life; and
4. The Housing Authority's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

### ***C. LANGUAGE ASSISTANCE***

A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a person with limited English proficiency and may be entitled to language assistance with respect to LMHA programs and activities.

Language assistance includes:

1. Interpretation, which means oral or spoken transfer of a message from one language into another language; and/or

2. Translation, which means the written transfer of a message from one language into another language.

LMHA staff will take reasonable steps to provide the opportunity for meaningful access to clients with limited English proficiency who have difficulty communicating in English. If a client asks for language assistance, and the LMHA determines that the client has limited English proficiency, and that language assistance is necessary to provide meaningful access, the LMHA will make reasonable efforts to provide free language assistance. If reasonably possible, the LMHA will provide the language assistance in the client's preferred language.

The LMHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The LMHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

## 1. Translation of Documents

The LMHA will weigh the costs and benefits of translating documents for potential groups with limited English proficiency, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in a group of persons with limited English proficiency, and other relevant factors. The LMHA will undertake this examination when an eligible group with limited English proficiency constitutes 5% of an eligible client group (for example, 5% of HCV households) or 1,000 persons, whichever is less.

- a. *Translation of Documents Vital to Applicants and Potential Applicants*  
Per the U.S. Census Bureau's 2019 five-year American Community Survey, in the Louisville Metropolitan Statistical Area, the following single-language populations with limited English proficiency contain more than 1,000 persons:<sup>1</sup>

Language Spoken by Group	Number of Individuals in Group	Group as Percent of Louisville's Total Population (1,386,761)
Spanish	22,016	1.6%
African-Language <sup>2</sup>	2,094	0.2%
Chinese	1,257	0.1%
Arabic	1,429	0.1%
Vietnamese	1,755	0.1%
Russian	1,156	0.1%

<sup>1</sup> Data element B16001: "Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over." Reports population speaking English less than "very well."

<sup>2</sup> As per the Louisville Metro Government Office of Globalization, the largest proportion of African Languages spoken in Jefferson County include Swahili, Burundi, and African dialects of French.

Nepali, Marathi, other Indic Languages	1,420	0.1%
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Weighing the costs and benefits of translating documents for the above-referenced groups with limited English proficiency, including the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in each group, and other relevant factors, the LMHA has decided that it will provide as-needed translations upon request for the pre-application form and selected mailings and documents to applicants and potential applicants.

While the LMHA does not believe that written translation of documents into other languages is warranted at this time, the Housing Authority will regularly monitor any changes to the size of these populations and modify this Language Access Plan as appropriate.

*b. Translation of Documents Vital to Residents / Participants*

Within the Housing Authority's Public Housing and Housing Choice Voucher Programs, no single-language group with limited English proficiency currently includes more than 1,000 persons or comprises more than 5% of participants. Utilizing records from translation services from 2019- February, 2022, Arabic, Somali, and Spanish were the most requested translation. However, over the three years, translation for these three languages combined totaled 605 times or approximately 16 times per month for each of those languages. LMHA has translations into Spanish of preapplications for both programs. The LMHA has no plans to translate additional documents vital to households into additional languages at this time .

While the populations of limited English proficiency speakers residing in LMHA housing is currently not significant enough to warrant written translation of documents vital to these residents / participants, the Housing Authority will regularly monitor the size of these language groups and modify this Language Access Plan as appropriate.

*c. Translation of Documents Generally*

The LMHA will conduct periodic reviews of its written documents that are generally available to and used by the general public, applicants, and residents / participants for the purpose of assessing the importance of those documents to its clientele including persons with limited English proficiency. As opportunities arise, the LMHA may work with other housing authorities to share the costs of translating common documents into languages other than English.



LMHA staff can access translations of standard HUD housing documents in a variety of languages at the following web address:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/17lep](https://www.hud.gov/program_offices/fair_housing_equal_opp/17lep)

The LMHA will consider technological aids such as Internet-based translation services, which may provide helpful, although perhaps not authoritative, translations of written materials.

## **2. Formal Interpreters**

The LMHA will develop and maintain a register of interpreters and translators for staff to use when language services are required for persons with limited English proficiency (see attachment). At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.

Formal interpreters shall be used at the following:

- a. Formal hearings for denial of admission to public housing;
- b. Informal settlement conferences and formal hearings for termination of public housing; and
- c. Hearings or conferences concerning denial or termination of HCV Program participation.

To address the needs of the Housing Authority's Limited English Proficiency speakers, the LMHA has a per-use contract with an interpreter service that interprets these languages. This formal interpreter is available to residents / participants any time they interact with LMHA staff.

## **3. Informal Interpreters**

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives, or advocates of the client with limited English proficiency. LMHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters, especially children, are not capable of providing high-quality, accurate interpretation. There may be issues of confidentiality, competency, or conflict of interest;
- b. A person with limited English proficiency may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the LMHA. If possible, the Housing Authority should accommodate a client's request to use an informal interpreter in place of (or in addition to) a formal interpreter; and

- c. If a client with limited English proficiency wants to use their own informal interpreter, the LMHA reserves the right to also have a formal interpreter present.

#### ***D. MONITORING***

The LMHA will review and revise this Language Access Plan periodically. This review will include:

1. Reports from the Housing Authority's computer business systems on the number of LMHA clients with limited English proficiency, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations;
2. Reports from the computer business systems and other sources listing the languages used by clients with limited English proficiency;
3. A determination as to whether 5% or 1,000 persons from a LMHA client group speak a specific language, which triggers consideration of document translation needs as described above; and
4. An analysis of staff requests for contract interpreters, to include the number of requests, languages requested, costs, etc.

#### ***E. LANGUAGE ACCESS PLAN DISTRIBUTION AND TRAINING***

This Language Access Plan will be:

1. Incorporated into the Housing Authority's Admissions & Continued Occupancy Policy (ACOP) and HCV Administrative Plan as an Appendix;
2. Distributed to all LMHA supervisors;
3. Available in LMHA offices; and
4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with potential applicants, applicants, and clients with limited English proficiency.

## INTERPRETER REFERRAL SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

Executive Order 13166 requires that agencies receiving federal assistance ensure meaningful access to their programs and services to all eligible potential applicants, applicants, and clients including persons with limited English proficiency. Persons who cannot read or speak English well must receive assistance in a language that they can understand.

In accordance with federal guidelines, the LMHA will make reasonable efforts to provide or arrange free language assistance for its clients with limited English proficiency, including applicants, recipients, and/or persons eligible for the Public Housing, Housing Choice Voucher, and other LMHA programs.

When interacting with persons who do not speak English, provide them with the “I speak” cards, which are available for download at:

<http://www.lep.gov/ISpeakCards2004.pdf>

Once you have identified the language that the individual speaks, you should contact:

- For a client whose primary language is **any other spoken language than English**:  
Language Line Services  
Phone: 1-866-874-3972  
Client ID#: 548089
- For a client whose primary form of communication is **sign language**:  
Rauch, Inc.  
Phone: (502) 550-5384

**Note:** The fact that an individual speaks a native language other than English does not necessarily make them a person with limited English proficiency. Many persons whose native language is not English are also fluent in English. You will need to determine from the individual whether or not they have limited English proficiency.

Louisville Metro Housing Authority (LMHA)  
Housing Choice Voucher (HCV) Administrative Plan  
EFFECTIVE January 1, 2024

## APPENDIX 5: STANDARD MEDICAL DEDUCTION<sup>1</sup>

The standard medical deduction is updated on January 1 of each year. For calendar year 2024, the monthly Medicare/Medicaid Part B premium for individual tax return of \$103,000 or less or joint tax return of \$206,000 or less:

**\$174.70/month or \$2,096.40/year**

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<sup>1</sup> 88 FR 71555

## **APPENDIX 6: VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH)<sup>2</sup>**

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<sup>2</sup>Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program Federal Register Vol. 86, No. 184, 53207-53213 <https://www.govinfo.gov/content/pkg/FR-2021-09-27/pdf/2021-20734.pdf>

## **A. *VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM BACKGROUND***<sup>3</sup>

The Veterans Affairs Supportive Housing (VASH) Program has two primary goals:

1. To end veteran homelessness; and
2. To obtain and sustain the veteran in permanent housing.

In order to achieve these goals, participating homeless veterans are provided:

1. Housing Choice Voucher (HCV) rental assistance;
2. Case management; and
3. Clinical services.

The Department of Housing and Urban Development (HUD) awards vouchers to Public Housing Agencies, so they can provide rental assistance, while the Department of Veterans Affairs provides case management and clinical services.

The Louisville Metro Housing Authority (LMHA) currently administers 320 vouchers through the VASH Program. Of these, 285 vouchers serve Jefferson County, Kentucky, while 35 serve Southern Indiana.

## **B. *APPLYING TO THE VASH PROGRAM***<sup>4</sup>

Any homeless veteran interested in participating in the VASH Program should contact their local Veterans Affairs Medical Center (VAMC) directly or call the National Call Center for Homeless Veterans telephone hotline at 1-877-424-3838 (1-877-4-AID-VET). (LMHA can act in the role of the local VAMC if pre-approved by HUD.)

A Case Manager with the Department of Veterans Affairs will determine whether the Applicant meets the following eligibility requirements:

1. Eligible for Department of Veterans Affairs Health Care;
2. Meets the McKinney Vento definition of Homeless (see subsection (J) below);
3. Has an identified need for case management to successfully live in community housing; and
4. Agrees to participate in a program of recovery and in case management.

Once the Case Manager has determined that the Applicant meets the eligibility requirements listed above, the Department of Veterans Affairs will refer the veteran to the LMHA.

Before issuing an HCV voucher, the LMHA will verify that the Applicant is a Low-Income Family and that the Applicant is not a lifetime registered sex offender under a state sex offender registration program.

If the LMHA decides the veteran's application to the VASH Program should be denied, the Applicant may request an informal review in accordance with Section 4(F) of this Plan.

Regarding verification of SSNs and proof of age for homeless veterans and their Family members, an original document issued by a state or federal government agency which contains the SSN and name of the individual along with other unique identifying information is

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<sup>3</sup> HUD – VASH 101: An Introduction to the Program. Prepared by the HUD-VASH National Team, 24 January 2012. [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/hcv/vash](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/vash)

<sup>4</sup> Ibid.

acceptable. In the case of the homeless veteran, LMHA will accept the *Certificate of Release or Discharge from Active Duty* (DD-214), the VA-verified *Application for Health Benefits* (10-10-EZ), or a VA-issued photo identification card

At its discretion, LMHA may include the admission of extremely low income VASH families in its income targeting numbers

### ***C. INITIAL SEARCH TERM FOR OF THE VOUCHER<sup>5</sup>***

The initial VASH voucher term will be 120 days.

### ***D. INITIAL LEASE TERM<sup>6</sup>***

To provide a greater range of housing opportunities for VASH voucher holders, initial leases may be less than 12 months

### ***E. CASE MANAGEMENT REQUIREMENTS<sup>7</sup>***

1. The VAMC or DSP is responsible for:
  - a. Screening of homeless veterans to determine whether they meet the HUD-VASH program participation criteria established by the VA national office
  - b. Assisting veterans with the PHA application and assisting the veteran family with obtaining needed PHA documentation to ensure rapid voucher issuance
  - c. Referrals of homeless veterans to the PHA
  - d. Providing case management and supportive service to VASH program participants, as needed, prior to PHA issuance of rental vouchers
  - e. Providing housing search assistance to VASH participants with rental vouchers
  - f. Identifying the social service needs of VASH participants and providing or ensuring the provision of, regular ongoing case management, outpatient health services, hospitalization, and other supportive services as needed throughout this initiative
  - g. Maintaining records and providing information for evaluation purposes as required by HUD and the VA

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<sup>5</sup>Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program Federal Register Vol. 86, No. 184, II.C p. 53210 <https://www.govinfo.gov/content/pkg/FR-2021-09-27/pdf/2021-20734.pdf>

<sup>6</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program Federal Register Vol. 86, No. 184, II.d <https://www.govinfo.gov/content/pkg/FR-2021-09-27/pdf/2021-20734.pdf>

<sup>7 7</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program Federal Register Vol. 86, No. 184, II.g <https://www.govinfo.gov/content/pkg/FR-2021-09-27/pdf/2021-20734.pdf>



2. As a condition of HCV rental assistance a VASH eligible veteran must receive case management services listed above
  - a. VAMC or DSP, in consultation with the veteran, is responsible for determining if case management is required and if the case management requirement is satisfied.
  - b. If the veteran no longer requires case management, but maintains the VASH voucher assistance, the VAMC or DSP will maintain contact with the veteran family to provide support and planning assistance with the recertification and reinspection process.

## ***F. EXCEPTION STANDARDS<sup>8</sup>***

LMHA has adopted exception payment standards equal to 120% of SAFMR for its VASH Program.

## ***G. SPECIAL HOUSING TYPES<sup>9</sup>***

A VASH voucher holder may use the voucher in single room occupancy (SRO) units, congregate housing, group homes, shared housing, and cooperative housing.

VASH families are also permitted to live on the grounds of a VA facility in units developed to house homeless veterans.

## ***H. PORTABILITY<sup>10</sup>***

Because eligible families issued a VASH voucher must receive case management services provided by the partnering VAMC or DSP special mobility and portability procedures must be established. VASH families may only reside in those jurisdictional areas that are accessible to case management services as determined by the VAMC or DSP.

1. Portability Moves Within the Same Catchment Area (or area of operation)
  - a. If the family initially leases up, or moves, but the initial PHA's partnering VAMC or DSP will still be able to provide the necessary case management services, the PHA must process the move in accordance with the portability procedures of 24 CFR 982.355.

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<sup>8</sup>Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program Federal Register Vol. 86, No. 184, II.o <https://www.govinfo.gov/content/pkg/FR-2021-09-27/pdf/2021-20734.pdf>

<sup>9</sup>Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program Federal Register Vol. 86, No. 184, II.p <https://www.govinfo.gov/content/pkg/FR-2021-09-27/pdf/2021-20734.pdf>

<sup>10</sup>Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program Federal Register Vol. 86, No. 184, II.f <https://www.govinfo.gov/content/pkg/FR-2021-09-27/pdf/2021-20734.pdf>

- b. The initial PHA must maintain records on all VASH families receiving case management services from its partnering VAMC or DSP. Receiving PHAs without a HUD-VASH program must bill the initial PHA. The receiving PHA cannot absorb the family.
- 2. Portability Moves Within the Same Catchment Area Where Both PHAs Have Received HUD-VASH vouchers
  - a. The receiving PHA may bill the initial PHA or absorb the family into its own program if the VAMC or DSP providing the initial case management agrees to the absorption by the receiving PHA and the transfer of case management.
  - b. The absorption will also entail the availability of a HUD-VASH voucher and case management provision by the receiving PHA's partnering VAMC or DSP
- 3. Portability Moves Where Receiving PHA is Beyond Catchment Area
  - a. If a family wants to move to another jurisdiction where it will not be possible for the initial PHA's partnering VAMC or DSP to provide case management services, the VAMC or DSP must first determine:
    - i. The VASH family could be served by another VAMC or DSP that is participating in the program; and
    - ii. The receiving PHA must have an available VASH voucher for the family
  - b. The family must be absorbed by the receiving PHA as either a new admission or as a portability move-in and
    - i. Upon absorption the initial PHA will be able to lease to a new VASH eligible family
    - ii. The absorbed family will count toward the number of VASH spots awarded to the receiving PHA
- 4. Portability Moves Where Receiving PHA is Beyond Catchment Area for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking
  - a. Veterans who request to port beyond the catchment area of the VAMC or DSP where they are receiving case management to protect the health or safety of a person who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believes themselves to be threatened with imminent harm from further violence by remaining in the dwelling unit may port prior to receiving approval from the receiving VAMC or DSP.
    - i. Family members who have been the victim of sexual assault that occurred on the premises during the 90 calendar day period preceding the family's move or request to move are also applicable for this exception
  - b. In this case, LMHA will follow its emergency transfer plan
  - c. LMHA may require verbal self-certification or a written request from a participant seeking to move beyond the catchment area of the VAMC or DSP
    - i. This must include either:
      - 1. A statement expressing why the participant reasonably believes there is a threat of imminent harm from further violence if the participant remains in the in the same dwelling unit assisted under LMHA, or
      - 2. A statement that the tenant was a sexual assault victim and that sexual assault occurred on the premises during the 90 day period preceding the participant's request for the move

- d. The veteran must be admitted to the VAMC or DSP's caseload
  - e. The participant must still port to a PHA that has a VASH program
    - i. If there is no voucher available at the receiving PHA, the receiving PHA can bill the initial PHA until a voucher is available
    - ii. Once a voucher is available, the receiving PHA will absorb the porting veteran
5. Portability Moves when Case Management is No Longer Required
- a. There are no special restrictions
  - b. LMHA will follow the generally applicable provisions for portability

## ***I. TERMINATION<sup>11</sup>***

1. There are two alternative requirements for terminations of VASH participants
  - a. If the VAMC or DSP determine that a veteran is not participating in required case management without good cause then LMHA must terminate the family from the VASH program
  - b. LMHA may terminate a family evicted from housing assisted under the program for a serious violation of the lease
    - i. LMHA can only terminate a family's assistance in this program for violations that occur after the family's admission to the program
2. If the VAMC or DSP determine that a veteran does not require or no longer requires case management that is not grounds to terminate the VASH assistance
  - a. If LMHA may offer continued assistance through a regular voucher
  - b. If a regular voucher is not available, then assistance will continue under the VASH voucher until there is an available regular voucher
3. In the case of family breakup, the VASH voucher must stay with the VASH veteran
  - a. If the VASH veteran is the perpetrator of domestic violence, dating violence, sexual assault, or stalking, then the victim will continue to receive assistance from LMHA
  - b. In cases of domestic violence, dating violence, sexual assault, or stalking, when the perpetrator's voucher is terminated, the victim will be offered a regular HCV is available.
    - i. In the event that the perpetrator is terminated from assistance for the above reasons and a regular HCV is not available, the victim will continue to receive assistance under the VASH voucher.

## ***J. THE MCKINNEY-VENTO DEFINITION OF HOMELESS***

As indicated in subsection (B) above, in order to qualify for the VASH Program, a veteran must meet the definition of Homeless included in the McKinney-Vento Homeless Assistance Act.

Note: The McKinney-Vento definition of Homeless is NOT the same as the definition of Homeless provided in the Glossary of this Administrative Plan.

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<sup>11</sup>Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program Federal Register Vol. 86, No. 184, II.h <https://www.govinfo.gov/content/pkg/FR-2021-09-27/pdf/2021-20734.pdf>

According to the McKinney-Vento Act, the “General Definition of Homeless Individual” is as follows:<sup>12</sup>

“(a) IN GENERAL. -For purposes of this Act, the term ‘homeless,’ ‘homeless individual,’ and ‘homeless person’ means-

- (1) an individual or Family who lacks a fixed, regular, and adequate nighttime residence;
- (2) 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;
- (3) an individual or Family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
- (4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
- (5) an individual or Family who —
  - (A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
    - (i) a court order resulting from an eviction action that notifies the individual or Family that they must leave within 14 days;
    - (ii) the individual or Family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
    - (iii) credible evidence indicating that the Owner or renter of the housing will not allow the individual or Family to stay for more than 14 days, and any oral statement from an individual or Family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
  - (B) has no subsequent residence identified; and
  - (C) lacks the resources or support networks needed to obtain other permanent housing; and
- (6) unaccompanied youth and homeless Families with children and youth defined as homeless under other Federal statutes who—
  - (A) have experienced a long-term period without living independently in permanent housing,
  - (B) have experienced persistent instability as measured by frequent moves over such period, and
  - (C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) Domestic violence and other dangerous or life-threatening conditions

Notwithstanding any other provision of this section, the Secretary shall consider to be homeless any individual or Family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual’s or Family’s current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

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<sup>12</sup> 42 USC 11302

(c) Income eligibility

(1) In general

A homeless individual shall be eligible for assistance under any program provided by this chapter, only if the individual complies with the income eligibility requirements otherwise applicable to such program.

(2) Exception

Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under title I of the Workforce Investment Act of 1998 [29 U.S.C. 2801 et seq.].

(d) Exclusion

For purposes of this chapter, the term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

(e) Persons experiencing homelessness

Any references in this chapter to homeless individuals (including homeless persons) or homeless groups (including homeless persons) shall be considered to include, and to refer to, individuals experiencing homelessness or groups experiencing homelessness, respectively.”

***K. CONTINUED ASSISTANCE FOR VASH FAMILIES THAT NO LONGER REQUIRE CASE MANAGEMENT OR THE VETERAN DIES***

For Families participating in the VASH Program, a Department of Veterans Affairs Medical Center determination that the Family no longer requires case management is not grounds for termination of assistance. In such cases, the LMHA will offer the Family continued assistance through one of its tenant-based HCV vouchers, in order to free up a VASH voucher for another eligible Family referred by the Department of Veterans Affairs Medical Center. If the Housing Authority has no tenant-based HCV voucher to offer the Family, the Family will retain their VASH voucher until such time as the LMHA has an available tenant-based HCV voucher to offer the Family.<sup>13</sup>

The death of the VASH veteran is not grounds for termination of assistance. In such cases, the LMHA will offer the Remaining Members of a Tenant Family continued assistance through one of its tenant-based HCV vouchers in order to free up a VASH voucher for another eligible Family referred by the Department of Veterans Affairs Medical Center. If the Housing Authority has no tenant-based HCV voucher to offer the Family, the Family will retain their VASH voucher until such time as the LMHA has an available tenant-based HCV voucher to offer the Family.

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<sup>13</sup> 77 FR 17086, *Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-VA Supportive Housing Program*

## **APPENDIX 7: SECTION 8 MODERATE REHABILITATION PROGRAM**

### ***A. SECTION 8 MODERATE REHABILITATION PROGRAM:<sup>1</sup> WILLOW PLACE***

Through the Section 8 Moderate Rehabilitation Program, the Louisville Metro Housing Authority (LMHA) makes rental assistance payments to the Owner of a specific site on behalf of a Low-Income Family renting a unit at that development. As in the Housing Authority's tenant-based Housing Choice Voucher (HCV) Program, the Family also contributes a portion of their income toward the rent.

Through this Program, the LMHA provides rental assistance to Families living at Willow Place Apartments, a 65-unit development consisting of 1 one-bedroom and 64 two-bedroom units. When an eligible Family submits a pre-application for placement on the Housing Authority's HCV Program waiting list, they are also placed on the Willow Place Apartment waitlist. When a unit becomes available at the development, the LMHA refers the Family nearest to the top of its waiting list that has indicated an interest in living at Willow Place to site management. Families interested in learning more about this site should contact:

Willow Place Apartments  
4301 Shady Villa Drive, #13  
Louisville, KY 40219  
Phone: (502) 297-8130, Ext. 2

### ***B. SINGLE ROOM OCCUPANCY (SRO):<sup>2</sup> YMCA AND ST. VINCENT DEPAUL***

The Single Room Occupancy (SRO) Program (formerly a special sub-program within the Section 8 Moderate Rehabilitation Program) provides rental assistance for homeless individuals.<sup>3</sup> Single Room Occupancy units have a maximum occupancy of one person.

Through the Single Room Occupancy Program, the LMHA makes rental assistance payments to the Owner of a specific development on behalf of homeless individuals who rent a unit at that site. As in the Housing Authority's tenant-based Housing Choice Voucher (HCV) Program, the individual also contributes a portion of their income toward the rent.

The LMHA provides rental assistance to two Single Room Occupancy developments, a 41-unit site for homeless men operated by the YMCA and a 24-unit site for homeless women operated by St. Vincent DePaul. Homeless individuals should apply directly to:

1. Men:  
Chestnut Street Family YMCA  
930 West Chestnut Street  
Louisville, KY 40203

<sup>1</sup> [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph/modrehab](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/modrehab)

<sup>2</sup> [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/homeless/programs/sro](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/homeless/programs/sro)

<sup>3</sup> As defined in the McKinney-Vento Homeless Assistance Act. See Appendix 7(C) for definition.

Phone: (502) 587-7405

Website: [www.ymcalouisville.org/chestnut/index.html](http://www.ymcalouisville.org/chestnut/index.html)

2. Women:  
St. Vincent DePaul  
1015-C South Preston Street  
Louisville, KY 40203  
Phone: (502) 584-2480  
Website: [www.svdplou.org](http://www.svdplou.org)

Moving out of an SRO-assisted unit is not grounds for termination of assistance. LMHA will offer lease-compliant Families continued assistance through the use of a tenant-based HCV voucher, should the LMHA have a voucher available at the time of the Family's move.

## **APPENDIX 8: SPECIAL REFERRAL PROGRAMS**

Using regulatory flexibilities provided through the Department of Housing and Urban Development's Moving to Work (MTW) Program, the Louisville Metro Housing Authority (LMHA) has created a number of unique Special Referral Programs in partnership with local social service organizations. These programs assist traditionally underserved populations, including the homeless and those with severe mental illness, by combining rental assistance with wraparound social services.

Special Referral Program Applicants must meet both Housing Choice Voucher (HCV) Program eligibility requirements and any additional eligibility criteria of the social service partner. Families interested in participating in one of these Special Referral Programs should contact the social service partner directly. Contact information for each partner agency is listed on the following page.

*Note:* Participants in a number of these programs are required to reside in housing units designated by the partner agency. Other programs allow participants to select a housing unit anywhere within the LMHA jurisdiction, subject to the same limits normally imposed on unit selection in the tenant-based HCV Program. Prospective Applicants should contact the social service partner directly to find out whether or not they will be required to live at a certain housing site.



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Social Service Partner	Population Served	Contact Information			Vouchers Available
		Address	Phone <sup>1</sup>	Web	
Boys' and Girl's Haven	Foster youth transitioning out of residential programming, transitional living, or therapeutic foster care.	2301 Goldsmith Lane; Louisville, KY 40218	458-1171 x149	boysandgirlshaven.org	20
Catholic Charities of Louisville, Inc.	Eligible individuals who are victims of human trafficking, eligible refugees or immigrants, and participants of Family Support Services	2911 S 4 <sup>th</sup> St., 40208	637-9786	archlou.org	50
Center for Women & Families	Victims of domestic or sexual violence	927 S. 2 <sup>nd</sup> St., 40206	581-7200	www.thecenteronline.org	32
Choices	Homeless Families	419 S. Shelby St, 40202	585-3780	www.choiceshome.org	6
ChooseWell Communities	Pregnant or post-partum mothers who have completed addiction treatment	323 W. Broadway, #504, 40202	800-520-4914	www.choosewell.org/what-we-do/project-thrive/	80
Churchill House of Hope	Homeless Pregnant Women and Homeless Teens	7215 Watson Lane 40272	281-1414		10
Coalition for the Homeless	Homeless Families with school-age child(ren)	1300 S. 4th St., #250, 40208	636-9550	http://louhomeless.org	20
Coalition for the Homeless	Vouchers for formerly homeless households moving on from supportive or temporary housing	1300 S. 4th St., #250, 40208	636-9550	http://louhomeless.org	100
Day Spring	Adults with developmental disabilities	3430 Day Spring Court, 40213	636-5990	http://dayspringky.org	4
Family & Children's Place	Those leaving an institution who are also at risk of homelessness	525 Zane St., 40203	893-3900	www.familyandchildrensplace.org/our-services/homeless-prevention-services/	10
Family Scholar House	One parent Families & foster care alumni who are Independent Students.	403 Reg Smith Circle, 40208	584-8090	www.familyscholarhouse.org	294
Family Scholar House- Medical Campus (not yet constructed)	One parent Families & foster care alumni who are Independent Students.	403 Reg Smith Circle, 40208	584-8090	www.familyscholarhouse.org	60
Feed Louisville	The homeless community of Louisville	1620 Arthur St. 40208	600-8296	www.feedlouisville.org	10

<sup>1</sup> Area code is 502 unless otherwise noted.

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Social Service Partner	Population Served	Contact Information			Vouchers Available
		Address	Phone <sup>1</sup>	Web	
Goodwill Industries of Kentucky	Youth ages 18-24 at risk of homelessness	909 E Broadway; Louisville, KY 40204	585-5221 x2057	goodwillky.org	10
Home of the Innocents	Homeless youth ages 18-24 & their dependents	1100 E. Market St., 40206	596-1000	www.homeoftheinnocents.org	20
The Hope Buss Inc	Families in crisis	3131 S. 2 <sup>nd</sup> St. Suite 352 Louisville, KY 40208		https://thehopebuss.org/	10
House of Ruth	Individuals who are homeless & HIV-positive	607 E. St. Catherine St., 40203	587-5080	www.houseofruth.net/our-programs/glade-house/	48
Joshua Community Connectors	Eligible individuals at-risk of homelessness in the Russell neighborhood who participate in JCC case management	816 East Broadway, serving 40212 and adjacent	407-2749	Kimchangesthins.com	40
Kentuckiana Builds/Kentuckiana Works	Adults over the age of 24 at risk of homelessness participating in employment readiness and wraparound services	410W Chestnut St, Ste. 200; Louisville, KY 40202	574-3154	kentuckianaworks.org	10
Kentucky Cabinet for Health & Family Services (Partnership for Families)	Families where housing is the only remaining issue preventing reunification of child(ren) with parents or child(ren) being removed from household	CHFS DCBS Jefferson Regional Office 908 W. Broadway, 4 East, 40203	595-4732		50
Kentucky Cabinet for Health & Family Services / Kentucky Housing Corporation	Families where at least one Family Member has a severe psychiatric illness	CHFS DCBS Jefferson Regional Office 908 W. Broadway, 4 East, 40203	595-4732		10
Kentucky Department for Behavioral Health	Individuals with severe & persistent psychiatric illness	100 Fair Oaks Ln., 4E-B, Frankfort, KY, 40621	564-4527	http://dbhddid.ky.gov	60
Kentucky Refugee Ministries	Refugees, Afghan refugees, Cuban Entrants, and individuals from various countries who have been approved for or are applying for asylum	969-B Cherokee Rd. Louisville, KY 40204	502-479-9180	https://kyrm.org /	10

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		Address	Phone <sup>1</sup>	Web	
Kentucky Youth Career Center/Kentuckiana Works/	Youth ages 18- 24 (under 18 if emancipated) at risk of homelessness	612 S 4 <sup>th</sup> , 4 <sup>th</sup> Floor; Louisville, KY 40202	574-4115	wearekycc.org	10
Louisville Substance Abuse & Mental Health Administration Community Consortium (100,000 Homes Initiative)	Chronically Homeless Families	712 E. Muhammad Ali Blvd, 40202	568-6972	www.fhclouisville.org/health-services/healthcare-for-the-homeless	130
Louisville Metro Government Office of Housing and Community Development	Homeless families and others in crisis or in unstable housing situations	444 S. 5 <sup>th</sup> St. #500, 40202	574-5850	<a href="https://louisvilleky.gov/government/housing">https://louisvilleky.gov/government/housing</a>	37
Louisville Metro Government Office of Resilience and Community Services	Homeless individuals participating in employment readiness programming	701 W Ormsby, 40203	574-4377	Louisvilleky.gov/government/resilience-and-community-services	50
Louisville Metro Government Office of Safe and Healthy Neighborhoods	Participants who are in unstable and/or unsafe housing conditions due to being victims of gun violence	517 Court Place; Louisville, KY 40202	574-1903	<a href="https://louisvilleky.gov/government/safe-neighborhoods">louisvilleky.gov/government/safe-neighborhoods</a>	20
Louisville Metro Police Department	Victims or witnesses of criminal activities in need of relocation	633 W Jefferson St; Louisville, KY 40202	574-LMPD	<a href="https://louisville-police.org/">https://louisville-police.org/</a>	40
Mattingly Edge	Individuals with intellectual and/or physical disabilities transitioning out of congregated residential settings	1930 Bishop Lane, Suite 1001	794-2241	<a href="https://www.mattinglyedge.org/">https://www.mattinglyedge.org/</a>	10
My Chosen People	Pregnant mothers and individuals released from incarceration who participate in treatment and case management	3221 Kirby Ave	709-5600		20
New Life Directions Ministries	Homeless families	P.O Box 99245 40269	345-4370		20
Peace Education Program	Survivors of gunshot wounds and stabbings	318 W Kentucky St. Louisville, KY 40203	502-589-6583	<a href="https://www.peaceeducationprogram.org/">https://www.peaceeducationprogram.org/</a>	10

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Social Service Partner	Population Served	Contact Information			Vouchers Available
		Address	Phone <sup>1</sup>	Web	
Phoenix Health Center	Families leaving HUD's Shelter + Care Program	712 E. Muhammad Ali Blvd, 40202	568-6972	<a href="http://www.fhclouisville.org/health-services/healthcare-for-the-homeless">www.fhclouisville.org/health-services/healthcare-for-the-homeless</a>	10
Pushing Forward	Low income individuals who are paralyzed as a result of traumatic spinal cord injury	734 W Main St, Louisville, KY 40202		<a href="https://pushingforwardinc.org/">https://pushingforwardinc.org/</a>	10
Rebound, INC. (Units not yet constructed)	Low-income and vulnerable families	1535 W. Broadway Louisville, KY 40203	502-566-3416	<a href="https://www.reboundinc.org/">https://www.reboundinc.org/</a>	15
Seven Counties Services	People with Severe Mental Illness	101 W. Muhammad Ali Blvd,	589-1100	<a href="http://www.sevencounties.org">www.sevencounties.org</a>	60
St. John Center	Individuals aged 24-55 experiencing homelessness	700 E Muhammad Ali Blvd; Louisville, KY 40202	568-6758	<a href="http://stjohncenter.org">stjohncenter.org</a>	68
UP	Unhoused Families	425 S 2 <sup>nd</sup> St. Louisville, KY 40202	502-384-0001	<a href="https://www.uplouisville.org/">https://www.uplouisville.org/</a>	10
Volunteers of America Mid-States	Participants in the VOA's Living for Woman , Freedom House, Honor Program, and Unity House programs.	4303 West Broadway, 40211	636-4649	<a href="http://www.voamid.org">www.voamid.org</a>	260
Wellspring	Individuals with severe & persistent psychiatric illness or intellectual disabilities	PO Box 1927, 402014	753-1456	<a href="http://www.wellspring-">www.wellspring-</a>	88
YouthBuild Louisville	18-24, homeless population (HUD Categories 1-4), providing housing assistance, access to housing options, and case management.	800 S. Preston Street, Louisville, KY 402031	290-6121	<a href="http://yblky.org/">http://yblky.org/</a>	10
ZeroV	Survivors of intimate partner violence	111 Darby Shire Circle Frankfort, Kentucky 40601	209-5382	<a href="http://www.zerov.org">www.zerov.org</a>	35
Zora's Cradle	Pregnant or post-partum women who are currently or are at risk for homelessness	3934 Dixie Highway, Suite 350, Louisville, KY 40216	830-9460	<a href="http://Zorascradle.org">Zorascradle.org</a>	30



# **APPENDIX 9: RENT SCHEDULE FOR THE PROJECT BASED VOUCHER PROGRAM**

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2024 Efficiency			
Zip Code	110% SAFMR	110% LAFMR	PBV Rent
40018	\$1,089	\$1,074	\$1,089
40023	\$1,518	\$1,074	\$1,518
40025	\$1,210	\$1,074	\$1,210
40027	\$1,089	\$1,074	\$1,089
40041	\$1,045	\$1,074	\$1,074
40059	\$1,606	\$1,074	\$1,606
40109	\$1,067	\$1,074	\$1,074
40118	\$1,133	\$1,074	\$1,133
40177	\$770	\$1,074	\$1,074
40201	\$1,089	\$1,074	\$1,089
40202	\$1,100	\$1,074	\$1,100
40203	\$869	\$1,074	\$1,074
40204	\$1,188	\$1,074	\$1,188
40205	\$1,166	\$1,074	\$1,166
40206	\$1,111	\$1,074	\$1,111
40207	\$1,287	\$1,074	\$1,287
40208	\$1,001	\$1,074	\$1,074
40209	\$990	\$1,074	\$1,074
40210	\$957	\$1,074	\$1,074
40211	\$968	\$1,074	\$1,074
40212	\$891	\$1,074	\$1,074
40213	\$979	\$1,074	\$1,074
40214	\$968	\$1,074	\$1,074
40215	\$990	\$1,074	\$1,074
40216	\$924	\$1,074	\$1,074
40217	\$1,133	\$1,074	\$1,133
40218	\$1,056	\$1,074	\$1,074
40219	\$968	\$1,074	\$1,074
40220	\$1,144	\$1,074	\$1,144
40221	\$1,089	\$1,074	\$1,089
40222	\$1,210	\$1,074	\$1,210
40223	\$1,375	\$1,074	\$1,375
40228	\$1,298	\$1,074	\$1,298
40229	\$1,265	\$1,074	\$1,265
40231	\$1,089	\$1,074	\$1,089
40232	\$1,089	\$1,074	\$1,089
40233	\$1,089	\$1,074	\$1,089
40241	\$1,364	\$1,074	\$1,364
40242	\$1,287	\$1,074	\$1,287
40243	\$1,342	\$1,074	\$1,342
40245	\$1,474	\$1,074	\$1,474
40250	\$1,089	\$1,074	\$1,089
40251	\$1,089	\$1,074	\$1,089
40252	\$1,089	\$1,074	\$1,089
40253	\$1,089	\$1,074	\$1,089
40255	\$1,089	\$1,074	\$1,089
40256	\$1,089	\$1,074	\$1,089
40257	\$1,089	\$1,074	\$1,089
40258	\$1,067	\$1,074	\$1,074
40259	\$1,089	\$1,074	\$1,089
40261	\$1,089	\$1,074	\$1,089
40268	\$1,089	\$1,074	\$1,089
40269	\$1,089	\$1,074	\$1,089
40270	\$1,089	\$1,074	\$1,089
40272	\$1,221	\$1,074	\$1,221
40280	\$1,111	\$1,074	\$1,111
40285	\$1,089	\$1,074	\$1,089

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40291	\$1,188	\$1,074	\$1,188
40299	\$1,265	\$1,074	\$1,265
2024 One (1) Bedroom			
Zip Code	110% SAFMR	110% LAFMR	PBV Rent
40018	\$1,199	\$1,185	\$1,199
40023	\$1,672	\$1,185	\$1,672
40025	\$1,342	\$1,185	\$1,342
40027	\$1,199	\$1,185	\$1,199
40041	\$1,155	\$1,185	\$1,185
40059	\$1,771	\$1,185	\$1,771
40109	\$1,177	\$1,185	\$1,185
40118	\$1,243	\$1,185	\$1,243
40177	\$869	\$1,185	\$1,185
40201	\$1,199	\$1,185	\$1,199
40202	\$1,210	\$1,185	\$1,210
40203	\$957	\$1,185	\$1,185
40204	\$1,309	\$1,185	\$1,309
40205	\$1,298	\$1,185	\$1,298
40206	\$1,232	\$1,185	\$1,232
40207	\$1,419	\$1,185	\$1,419
40208	\$1,100	\$1,185	\$1,185
40209	\$1,100	\$1,185	\$1,185
40210	\$1,056	\$1,185	\$1,185
40211	\$1,078	\$1,185	\$1,185
40212	\$979	\$1,185	\$1,185
40213	\$1,089	\$1,185	\$1,185
40214	\$1,078	\$1,185	\$1,185
40215	\$1,089	\$1,185	\$1,185
40216	\$1,023	\$1,185	\$1,185
40217	\$1,243	\$1,185	\$1,243
40218	\$1,166	\$1,185	\$1,185
40219	\$1,067	\$1,185	\$1,185
40220	\$1,265	\$1,185	\$1,265
40221	\$1,199	\$1,185	\$1,199
40222	\$1,342	\$1,185	\$1,342
40223	\$1,518	\$1,185	\$1,518
40228	\$1,430	\$1,185	\$1,430
40229	\$1,397	\$1,185	\$1,397
40231	\$1,199	\$1,185	\$1,199
40232	\$1,199	\$1,185	\$1,199
40233	\$1,199	\$1,185	\$1,199
40241	\$1,507	\$1,185	\$1,507
40242	\$1,419	\$1,185	\$1,419
40243	\$1,485	\$1,185	\$1,485
40245	\$1,628	\$1,185	\$1,628
40250	\$1,199	\$1,185	\$1,199
40251	\$1,199	\$1,185	\$1,199
40252	\$1,199	\$1,185	\$1,199
40253	\$1,199	\$1,185	\$1,199
40255	\$1,199	\$1,185	\$1,199
40256	\$1,199	\$1,185	\$1,199
40257	\$1,199	\$1,185	\$1,199
40258	\$1,177	\$1,185	\$1,185
40259	\$1,199	\$1,185	\$1,199
40261	\$1,199	\$1,185	\$1,199
40268	\$1,199	\$1,185	\$1,199
40269	\$1,199	\$1,185	\$1,199
40270	\$1,199	\$1,185	\$1,199



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40272	\$1,353	\$1,185	\$1,353
40280	\$1,232	\$1,185	\$1,232
40285	\$1,199	\$1,185	\$1,199
40291	\$1,309	\$1,185	\$1,309
40299	\$1,408	\$1,185	\$1,408

2024 Two (2) Bedroom			
Zip Code	110% SAFMR	110% LAFMR	PBV Rent
40018	\$1,452	\$1,431	\$1,452
40023	\$2,024	\$1,431	\$2,024
40025	\$1,617	\$1,431	\$1,617
40027	\$1,452	\$1,431	\$1,452
40041	\$1,397	\$1,431	\$1,431
40059	\$2,145	\$1,431	\$2,145
40109	\$1,419	\$1,431	\$1,431
40118	\$1,507	\$1,431	\$1,507
40177	\$1,045	\$1,431	\$1,431
40201	\$1,452	\$1,431	\$1,452
40202	\$1,463	\$1,431	\$1,463
40203	\$1,155	\$1,431	\$1,431
40204	\$1,584	\$1,431	\$1,584
40205	\$1,562	\$1,431	\$1,562
40206	\$1,485	\$1,431	\$1,485
40207	\$1,716	\$1,431	\$1,716
40208	\$1,331	\$1,431	\$1,431
40209	\$1,320	\$1,431	\$1,431
40210	\$1,276	\$1,431	\$1,431
40211	\$1,298	\$1,431	\$1,431
40212	\$1,188	\$1,431	\$1,431
40213	\$1,309	\$1,431	\$1,431
40214	\$1,298	\$1,431	\$1,431
40215	\$1,320	\$1,431	\$1,431
40216	\$1,232	\$1,431	\$1,431
40217	\$1,507	\$1,431	\$1,507
40218	\$1,408	\$1,431	\$1,431
40219	\$1,287	\$1,431	\$1,431
40220	\$1,529	\$1,431	\$1,529
40221	\$1,452	\$1,431	\$1,452
40222	\$1,617	\$1,431	\$1,617
40223	\$1,837	\$1,431	\$1,837
40228	\$1,727	\$1,431	\$1,727
40229	\$1,683	\$1,431	\$1,683
40231	\$1,452	\$1,431	\$1,452
40232	\$1,452	\$1,431	\$1,452
40233	\$1,452	\$1,431	\$1,452
40241	\$1,815	\$1,431	\$1,815
40242	\$1,716	\$1,431	\$1,716
40243	\$1,793	\$1,431	\$1,793
40245	\$1,958	\$1,431	\$1,958
40250	\$1,452	\$1,431	\$1,452
40251	\$1,452	\$1,431	\$1,452
40252	\$1,452	\$1,431	\$1,452
40253	\$1,452	\$1,431	\$1,452
40255	\$1,452	\$1,431	\$1,452
40256	\$1,452	\$1,431	\$1,452
40257	\$1,452	\$1,431	\$1,452
40258	\$1,419	\$1,431	\$1,431
40259	\$1,452	\$1,431	\$1,452
40261	\$1,452	\$1,431	\$1,452

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40268	\$1,452	\$1,431	\$1,452
40269	\$1,452	\$1,431	\$1,452
40270	\$1,452	\$1,431	\$1,452
40272	\$1,628	\$1,431	\$1,628
40280	\$1,485	\$1,431	\$1,485
40285	\$1,452	\$1,431	\$1,452
40291	\$1,584	\$1,431	\$1,584
40299	\$1,694	\$1,431	\$1,694

2024 Three (3) Bedroom			
Zip Code	110% SAFMR	110% LAFMR	PBV Rent
40018	\$1,903	\$1,871	\$1,903
40023	\$2,640	\$1,871	\$2,640
40025	\$2,112	\$1,871	\$2,112
40027	\$1,903	\$1,871	\$1,903
40041	\$1,826	\$1,871	\$1,871
40059	\$2,805	\$1,871	\$2,805
40109	\$1,859	\$1,871	\$1,871
40118	\$1,969	\$1,871	\$1,969
40177	\$1,386	\$1,871	\$1,871
40201	\$1,903	\$1,871	\$1,903
40202	\$1,914	\$1,871	\$1,914
40203	\$1,507	\$1,871	\$1,871
40204	\$2,068	\$1,871	\$2,068
40205	\$2,046	\$1,871	\$2,046
40206	\$1,947	\$1,871	\$1,947
40207	\$2,244	\$1,871	\$2,244
40208	\$1,738	\$1,871	\$1,871
40209	\$1,727	\$1,871	\$1,871
40210	\$1,672	\$1,871	\$1,871
40211	\$1,694	\$1,871	\$1,871
40212	\$1,551	\$1,871	\$1,871
40213	\$1,716	\$1,871	\$1,871
40214	\$1,694	\$1,871	\$1,871
40215	\$1,727	\$1,871	\$1,871
40216	\$1,606	\$1,871	\$1,871
40217	\$1,969	\$1,871	\$1,969
40218	\$1,837	\$1,871	\$1,871
40219	\$1,683	\$1,871	\$1,871
40220	\$2,002	\$1,871	\$2,002
40221	\$1,903	\$1,871	\$1,903
40222	\$2,112	\$1,871	\$2,112
40223	\$2,398	\$1,871	\$2,398
40228	\$2,255	\$1,871	\$2,255
40229	\$2,200	\$1,871	\$2,200
40231	\$1,903	\$1,871	\$1,903
40232	\$1,903	\$1,871	\$1,903
40233	\$1,903	\$1,871	\$1,903
40241	\$2,376	\$1,871	\$2,376
40242	\$2,244	\$1,871	\$2,244
40243	\$2,343	\$1,871	\$2,343
40245	\$2,563	\$1,871	\$2,563
40250	\$1,903	\$1,871	\$1,903
40251	\$1,903	\$1,871	\$1,903
40252	\$1,903	\$1,871	\$1,903
40253	\$1,903	\$1,871	\$1,903
40255	\$1,903	\$1,871	\$1,903
40256	\$1,903	\$1,871	\$1,903
40257	\$1,903	\$1,871	\$1,903

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40258	\$1,859	\$1,871	\$1,871
40259	\$1,903	\$1,871	\$1,903
40261	\$1,903	\$1,871	\$1,903
40268	\$1,903	\$1,871	\$1,903
40269	\$1,903	\$1,871	\$1,903
40270	\$1,903	\$1,871	\$1,903
40272	\$2,134	\$1,871	\$2,134
40280	\$1,947	\$1,871	\$1,947
40285	\$1,903	\$1,871	\$1,903
40291	\$2,068	\$1,871	\$2,068
40299	\$2,211	\$1,871	\$2,211

Zip Code	2024 Four (4) Bedroom		PBV Rent
	110% SAFMR	110% LAFMR	
40018	\$2,178	\$2,151	\$2,178
40023	\$3,036	\$2,151	\$3,036
40025	\$2,431	\$2,151	\$2,431
40027	\$2,178	\$2,151	\$2,178
40041	\$2,101	\$2,151	\$2,151
40059	\$3,223	\$2,151	\$3,223
40109	\$2,134	\$2,151	\$2,151
40118	\$2,266	\$2,151	\$2,266
40177	\$1,628	\$2,151	\$2,151
40201	\$2,178	\$2,151	\$2,178
40202	\$2,200	\$2,151	\$2,200
40203	\$1,738	\$2,151	\$2,151
40204	\$2,376	\$2,151	\$2,376
40205	\$2,343	\$2,151	\$2,343
40206	\$2,233	\$2,151	\$2,233
40207	\$2,574	\$2,151	\$2,574
40208	\$2,002	\$2,151	\$2,151
40209	\$1,980	\$2,151	\$2,151
40210	\$1,914	\$2,151	\$2,151
40211	\$1,947	\$2,151	\$2,151
40212	\$1,782	\$2,151	\$2,151
40213	\$1,969	\$2,151	\$2,151
40214	\$1,947	\$2,151	\$2,151
40215	\$1,980	\$2,151	\$2,151
40216	\$1,848	\$2,151	\$2,151
40217	\$2,266	\$2,151	\$2,266
40218	\$2,112	\$2,151	\$2,151
40219	\$1,936	\$2,151	\$2,151
40220	\$2,299	\$2,151	\$2,299
40221	\$2,178	\$2,151	\$2,178
40222	\$2,431	\$2,151	\$2,431
40223	\$2,761	\$2,151	\$2,761
40228	\$2,596	\$2,151	\$2,596
40229	\$2,530	\$2,151	\$2,530
40231	\$2,178	\$2,151	\$2,178
40232	\$2,178	\$2,151	\$2,178
40233	\$2,178	\$2,151	\$2,178
40241	\$2,728	\$2,151	\$2,728
40242	\$2,574	\$2,151	\$2,574
40243	\$2,695	\$2,151	\$2,695
40245	\$2,937	\$2,151	\$2,937
40250	\$2,178	\$2,151	\$2,178
40251	\$2,178	\$2,151	\$2,178
40252	\$2,178	\$2,151	\$2,178
40253	\$2,178	\$2,151	\$2,178
40255	\$2,178	\$2,151	\$2,178
40256	\$2,178	\$2,151	\$2,178
40257	\$2,178	\$2,151	\$2,178
40258	\$2,134	\$2,151	\$2,151

Authority (LMHA)  
Administrative Plan  
VE January 1, 2024

Louisville Metro Housing Authority (LMHA)  
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EFFECTIVE January 1, 2024

40259	\$2,178	\$2,151	\$2,178
40261	\$2,178	\$2,151	\$2,178
40268	\$2,178	\$2,151	\$2,178
40269	\$2,178	\$2,151	\$2,178
40270	\$2,178	\$2,151	\$2,178
40272	\$2,442	\$2,151	\$2,442
40280	\$2,233	\$2,151	\$2,233
40285	\$2,178	\$2,151	\$2,178
40291	\$2,376	\$2,151	\$2,376
40299	\$2,541	\$2,151	\$2,541

# **APPENDIX 10: EMERGENCY HOUSING VOUCHER (EHV), STABILITY VOUCHER, AND VASH PAYMENT STANDARDS**

**Set at 120% of FY2024  
SAFMR**

<b>ZIP Code</b>	<b>Efficiency</b>	<b>One-Bedroom</b>	<b>Two- Bedroom</b>	<b>Three- Bedroom</b>	<b>Four- Bedroom</b>
40018	1188	1308	1584	2076	2376
40023	1656	1824	2208	2880	3312
40025	1320	1464	1764	2304	2652
40027	1188	1308	1584	2076	2376
40041	1140	1260	1524	1992	2292
40059	1752	1932	2340	3060	3516
40109	1164	1284	1548	2028	2328
40118	1236	1356	1644	2148	2472
40177	840	948	1140	1512	1776
40201	1188	1308	1584	2076	2376
40202	1200	1320	1596	2088	2400
40203	948	1044	1260	1644	1896
40204	1296	1428	1728	2256	2592
40205	1272	1416	1704	2232	2556
40206	1212	1344	1620	2124	2436
40207	1404	1548	1872	2448	2808
40208	1092	1200	1452	1896	2184
40209	1080	1200	1440	1884	2160
40210	1044	1152	1392	1824	2088
40211	1056	1176	1416	1848	2124
40212	972	1068	1296	1692	1944
40213	1068	1188	1428	1872	2148
40214	1056	1176	1416	1848	2124
40215	1080	1188	1440	1884	2160
40216	1008	1116	1344	1752	2016
40217	1236	1356	1644	2148	2472
40218	1152	1272	1536	2004	2304
40219	1056	1164	1404	1836	2112
40220	1248	1380	1668	2184	2508
40221	1188	1308	1584	2076	2376
40222	1320	1464	1764	2304	2652
40223	1500	1656	2004	2616	3012
40228	1416	1560	1884	2460	2832
40229	1380	1524	1836	2400	2760

Louisville Metro Housing Authority (LMHA)  
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40231	1188	1308	1584	2076	2376
40232	1188	1308	1584	2076	2376
40233	1188	1308	1584	2076	2376
40241	1488	1644	1980	2592	2976
40242	1404	1548	1872	2448	2808
40243	1464	1620	1956	2556	2940
40245	1608	1776	2136	2796	3204
40250	1188	1308	1584	2076	2376
40251	1188	1308	1584	2076	2376
40252	1188	1308	1584	2076	2376
40253	1188	1308	1584	2076	2376
40255	1188	1308	1584	2076	2376
40256	1188	1308	1584	2076	2376
40257	1188	1308	1584	2076	2376
40258	1164	1284	1548	2028	2328
40259	1188	1308	1584	2076	2376
40261	1188	1308	1584	2076	2376
40268	1188	1308	1584	2076	2376
40269	1188	1308	1584	2076	2376
40270	1188	1308	1584	2076	2376
40272	1332	1476	1776	2328	2664
40280	1212	1344	1620	2124	2436
40285	1188	1308	1584	2076	2376
40291	1296	1428	1728	2256	2592
40299	1380	1536	1848	2412	2772