
ADMINISTRATIVE PLAN
FOR THE HOUSING CHOICE VOUCHER PROGRAM
OF
The Memphis Housing Authority

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I. Introduction

The purpose of the Administrative Plan is to establish policies for the Housing Choice Voucher Program.

The Memphis Housing Authority Board, upon recommendation by MHA, will approve changes to the Plan. MHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by MHA. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Plan are based on current regulations in effect. If there are conflicts between this Plan and language in an owner's Housing Assistance Payments contract, the language in the HAP contract will prevail.

II. Statement of Program Approach and Objectives

MHA administers the Housing Choice Voucher Program in the city of Memphis and Shelby County, Tennessee. The primary objective of MHA's program is to provide decent, safe, sanitary and affordable rental housing for low income households and to provide these households with housing choices and the opportunity to move outside areas with a concentration of low income households.

III. Fair Housing and Nondiscrimination Policy

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status, sexual orientation, gender identity or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA shall not inquire about sexual orientation or gender identity for purposes of determining eligibility. MHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

MHA is fully committed to providing reasonable accommodations to applicants and participants with handicaps and/or disabilities.

MHA provides Voucher holders information on federal, state and local laws regarding housing discrimination and any recourse available. Such information will be made available as part of the briefing session, and all applicable Fair Housing Information and Discrimination complaint forms will be made part of the Voucher holders' packet. MHA will provide referrals and information to applicants and participants about local organizations that provide assistance in filing discrimination complaints.

Translation of Documents and Plan for Language Assistance for Limited English Proficiency (LEP) Persons Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" published August 16, 2000, at CFR 50121, requires every federal agency and

its funding recipients to provide LEP persons with meaningful access to the benefits, services, information and other important portions of its programs and activities for LEP individuals. MHA will identify staff, agencies, or interpreters fluent in American Sign Language and other languages as determined necessary to assist LEP persons.

IV. Description of Program

Housing Choice Vouchers provide subsidies to low-income persons and freedom of choice to enable them to rent affordable, decent, safe and sanitary housing in the private rental market. In order to receive assistance in a particular unit, the family, owner and unit must meet the requirements established by HUD regulation and those specified in this Plan.

V. Homeless/Special Needs Set-Aside Program

In response to local needs, MHA may set-aside up to twenty-five Housing Choice Vouchers annually when funding permits, to be used by homeless and/or special needs families who are referred by an approved local service provider. Eligible families may only be referred to MHA by an approved service provider that has been awarded funding by the City of Memphis Department of Housing and Community Development (HCD) Department. To qualify, families must have successfully completed an approved transitional housing and or supportive service plan as certified by the referring agency and commit to receiving on-going, case management and supportive services.

VI. General Administration

A. Program Outreach

Outreach to Families

MHA reserves the right to open or close the waiting list based on the supply of applicants. The waiting list will be closed when there are not enough Housing Choice Voucher subsidies to assist all the applicants in a reasonable period of time, such as one or two years. When MHA determines that additional applicants are needed, the waiting list will be opened and a public advertisement and notice will be posted.

To reach people from all backgrounds, MHA will advertise through a wide variety of sources including local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. An effort will also be made to notify elected officials, government agencies and other agencies that specifically address the needs of individuals with disabilities. MHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

All notices and advertisements announcing the opening of the waiting list will include:

- The dates the list will be open;
- The office hours and location where applications are available and will be accepted;
- The availability of Housing Choice Vouchers;

- Eligibility guidelines;
- Preferences and methodology for the selection of applicants; and
- Any limitations which may apply.
- Instructions for electronic submission of applications in the event such technology is available.

Homeless/Special Needs Set-Aside Program

Specific eligibility information regarding the Special Needs set-aside program will be made available to local service providers when vouchers are set-aside.

Outreach to Property Owners

Outreach to property owners will be conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. MHA will provide program information to local realtors, agents, apartment associations and any interested landlords. MHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. In addition, printed materials that describe the program requirements and opportunities for property owners will be made available. MHA utilizes a third party web site (TNHousingSearch.org) to provide listings, which may include photographs of interested property owners and units available for the Housing Choice Voucher Program. This website is accessible from any pc, twenty four hours a day, seven days per week. Special PC units are set up in the HCV lobby and available to the public during normal business hours, as requested.

MHA will make a concerted effort to contact and encourage local property owners with units specially designed or adapted for persons with disabilities, and those who may be willing to adapt units, to participate in the program. Notices shall be sent to landlords presently participating, landlords that have participated in the past, local real estate agencies and to local social service agencies that specifically address the needs of handicapped clientele.

Whenever a local property owner lists their property on TNHousingSearch.org, they have the opportunity to indicate what the units' accessibility features may be.

Communication and Written Notification

When written notification is required from the MHA to an applicant, participant or owner, the MHA may deliver such notification via USPS mail, facsimile, email, text message or other electronic means at MHA's discretion. MHA may request that applicants, participants and owners provide email addresses, cellular telephone numbers and fax numbers. MHA will require a current mailing address be provided and will send written notification via USPS mail when other contact options (e.g. email/fax/text) are not available or the means to receive communication by other delivery mechanisms is not available.

B. Pre-application and Application

MHA will accept pre-applications for the Housing Choice Voucher Program when the waiting list is open. The waiting list will be open for a specified time-period which will be listed on any advertisement or notification of MHA's open waiting list. Completed pre-applications must be submitted in the manner specified (e.g. post office box or address; on-line via the internet). MHA reserves the right to accept pre-applications electronically via the internet or other automated system (including via telephone and/or with assistance from an MHA-authorized third-party via telephone) as deemed appropriate. MHA does not charge any fee for any part of the HCV pre-application or application process.

Only those pre-applications received by the due date as indicated by a postmark or other appropriate electronic submission verification tool during the time-period specified by MHA will be accepted as eligible pre-applications. The date the pre-application is received is the date it is postmarked or submitted electronically.

MHA will not deny anyone the right to submit a pre-application when the waiting list is open. Accommodations will be made for interested, disabled applicants. In the event that on-line applications are utilized and an applicant needs assistance completing or submitting the on-line application, assistance may be provided over the phone or via other means as identified by MHA. When the HCVP waiting list is open, MHA will offer all applicants the opportunity to be listed on other PHA Program waiting lists, if open.

All fully complete pre-applications submitted will be placed on a list which will be used to create the waiting list for assistance. Duplicate pre-applications will be removed, so that each applicant has only one opportunity to be placed in the random selection process. Applicants who have not completed their pre-applications will not be placed on the list for the random selection process.

Applicants who submit pre-application forms after the closing date for submission will not be placed on the list for the random selection process.

Only applicants who submitted complete pre-applications prior to the deadline will be placed on the list for selection in the random selection process. Applicants who did not submit complete pre-applications or submitted the pre-application after the deadline will not be placed on the list for selection for the random selection process. Applicants selected in the computerized random selection process will receive notification that they have been placed on the waiting list. MHA may enhance addresses provided by applicants and/or in its system of record to standardize and/or make minor corrections to the address so that it is compliant with USPS regulations for mail delivery.

Once the list of all applicants has been created, families will be selected for the waiting list based upon a computerized random selection process. The waiting list will consist of the pre-determined number of families to be selected, in numeric order based upon the random selection sequence of their pre-applications. Families will be selected from the waiting list in numeric order, based on a family's assigned sequential number with consideration provided for eligible preference/s. When a family is selected from the waiting list, the family will be required to submit a full application and documentation to determine eligibility prior to housing assistance becoming available.

At the time families are invited to complete a full application form, information provided will be verified by MHA, based on the criteria described in this Plan. Families that do not meet the income limits, other eligibility criteria, or do not provide the appropriate information will be determined ineligible.

C. Changes to Family Composition While on Waitlist

Changes to the family composition after an application has been submitted include addition of family members born to, adopted or otherwise granted custody to the family by operation of the law, which may include foster children, live in aides and spouses, provided the additional family member(s) meet all applicable waiting list requirements and remain eligible for the waiting list. MHA will require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor in the family composition. Changes to the family composition may also be allowed for families in which one or more children less than eighteen years of age live with the designee of the parent or legal custodian, with the parent or custodians' written consent. Documentation can include but is not limited to court documents, pre-need guardian, school records, other state and federal public assistance documentation, or durable powers of attorney. All other additions to the family shall be considered only on a case-by-case basis and must be documented at the time such changes occur. These additions may include immediate family members (sons, daughters, siblings, parents, grandparents, grandchildren) and may be made for humanitarian or extraordinary reasons.

D. Removal of Applicants from the Waitlist

All applicants are responsible for updating MHA regarding address changes. If an applicant does not respond to notices of scheduled appointments or to correspondence, even if no correspondence was received by the applicant because of a change of address, the applicant's name will be removed from the wait list.

E. Determination of Eligibility

Eligibility Criteria

In order to receive housing assistance, the applicant must meet the following eligibility criteria:

1. Each member of the household must have a valid Social Security Number

Prior to admission, families are required to disclose Social Security Numbers for each member of the household to be assisted except those who do not contend to have eligible immigration status. At least one member of a household must be a citizen or have eligible immigration status for the household to be eligible to receive assistance.

If a child under the age of six (6) is added to the applicant's household within six months prior to the voucher issuance date, the applicant may become a participant, so long as the required documentation is submitted within ninety (90) calendar days from the effective date of the Housing Assistance Payment contract.

2. Income Targeting to Extremely Low Income Families

Not less than 75 percent of new admissions to the Housing Choice Voucher Program must have incomes at or below 30 percent of the median income for the Memphis Metropolitan Statistical Area. MHA will monitor the new admissions to verify that this requirement is achieved and, if warranted, adjust the selection of new admissions to ensure compliance. In order to comply with the law, MHA may be required to skip over a higher income applicant on the waiting list in order to assist an applicant of extremely low income. If an applicant is skipped over, they will retain their original sequential number placement and be the first applicant offered an opportunity for assistance after the extremely low-income targeting requirement has been met. Applicants to special programs such as VASH or other programs designated specifically to targeted populations may not be affected by income targeting.

3. Income Limits

For the Housing Choice Voucher program, at the time of admission, a family's annual income must not exceed the Very-Low Income Limit published in the Federal Register for the Memphis Metropolitan Statistical Area.

Under limited circumstances, HUD rules allow admission of low-income families. These limited circumstances include:

- When a family qualifies as continuously assisted under the 1937 Housing Act. Families are considered to be continuously assisted if they were previously assisted in subsidized housing under the 1937 Housing Act within 90 days prior to issuance of a Voucher (e.g., in Public Housing);
- When a family is physically displaced by rental rehabilitation activity;
- When a non-purchasing household resides in a HOPE 1 (public and Indian homeownership) or HOPE 2 (multifamily homeownership) project;
- When a non-purchasing household resides in a HUD assisted multifamily project subject to a resident homeownership program under the Code of Federal Regulations Title 24 part 248.173; or
- When a family is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.

Need for Assistance

Thirty percent (30%) of the family's monthly-adjusted income may not equal or exceed the Payment Standard for the unit size the family has been assigned by MHA using the standards described in this Plan.

Required Citizenship or Eligible Immigration Status

Every member of the applicant or tenant household must submit the required documentation. For family members claiming citizenship, the only requirement is to sign a declaration of citizenship. For family members claiming eligible immigration status, HUD requires that the family members sign a declaration of eligible immigration status and provide an original of the appropriate documentation. MHA will review the original document and retain a copy in the applicant/tenant file.

All adults in the household claiming eligible status must sign a verification consent form. The head of household must sign declarations on behalf of minors. MHA will then independently verify this status with appropriate government entities (e.g. Department of Homeland Security). (See Section VI. CC. for more detailed information.)

Criminal Background Checks and Denial/Termination of Assistance

MHA conducts a criminal background check on all adult household members, 18 years of age or older, at new admission and adult additions to the household. MHA will prohibit admission to any applicant household member (1) who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing or (2) who is subject to a lifetime registration requirement under a State sex-offender registration program.

MHA will also deny admission and may terminate assistance under the following circumstances:

1. Any household member has been convicted of drug-related or violent criminal activity, within the past five (5) years.
2. Any household member has been convicted of non-violent criminal activities, within the past five (5) years that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
3. A household member has a pattern of arrests for engaging in criminal activity within the past five (5) years. MHA has reasonable cause to believe that the household member's pattern of criminal activity may threaten the health or safety of the owner, property management staff or MHA employees or their contractors and agents.
4. MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons.
5. Households who fail to meet HUD's social security number disclosure and verification requirements.
6. A household member who has been identified as ineligible due to outstanding debt or termination of assistance as provided in HUD's EIV verification system. In this case, HUD regulations regarding contesting EIV data will apply. Outstanding debts owed to MHA or other PHAs must be paid in full before admittance to the HCV program.

In the event that an applicant has been admitted into the program and MHA discovers after his or her admission that one or more of the offenses were committed by the applicant or other household member prior to admission into the program, MHA shall make a determination as to whether to recommend termination from the program. If the offense occurred before the applicant family completed a family declaration or disclosure and the family did not disclose the offense, the authority will deny assistance absent other compelling information.

If the application is denied due to criminal history, MHA may consider verifiable mitigating circumstances. Mitigating circumstances are facts relating to the applicants criminal history, that, when verified indicate:

- a. The reason for the unsuitable criminal history or behavior;
- b. That the reason is no longer in effect or is under control;
- c. Assertion that mitigating circumstances are directly related to a disability and a request for a reasonable accommodation is justified.

MHA, in its decision to deny assistance, may consider the seriousness of the case, and the effect of denial of assistance on other family members who were not involved in the action. MHA may admit such a family to the program, and may impose as a condition of assistance, the requirement that family members who participated in or were culpable for the action will not reside in the assisted unit. Applicants with an arrest record for drug-related criminal activity that has not been adjudicated by a court of law at the time of eligibility determination will be denied admission.

MHA will deny assistance if an applicant has committed an offense, as detailed above, with a disposition of the charge as guilty, guilty/convicted, no longer contender, convicted, fined, adjudicated or adjudication withheld. If the offense is dropped or the charge disposed of as not guilty, acquitted, dismissed, the family shall not be denied assistance. MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, five years prior to admission.

In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant or termination of assistance. If MHA uses a criminal record report as the basis to deny or terminate assistance, MHA will provide the applicant/tenant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.

Consistent with HUD's regulations concerning the limitations on disclosure of records, MHA will ensure that any criminal records received by MHA is:

- a. Maintained confidentially;

- b. Not misused or improperly disseminated; and
- c. Destroyed once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action.

MHA provides limited screening of applicants to include HUD's EIV programs, a criminal background check and records relevant to previous assistance by MHA. MHA does not screen for suitability for tenancy and or family behavior. Owners are responsible for screening and selection of the family to occupy the owners unit.

Homeless/Special Needs Set-Aside Program

Families admitted into this program must meet all regular admissions and eligibility criteria.

F. Selection from the Waiting List

General Waiting List Order

Applicants are placed on the waiting list in sequential, numeric order as determined in the randomly assigned method described in Section VI. B of this Plan.

The HCV waiting list is generally closed with the exception of the open applications periods that will be publicly advertised. The HCV list remains open for persons qualifying for the preference for public housing resident described below. MHA may accept applications for special programs funded from a separate ACC during times that the HCV waitlist is closed (VASH, tenant protection, DHAP and Homeless Set-Aside are examples of these types of programs). MHA will accept applications for project based properties in accordance with Section IX. The selection of tenants for the project-based voucher program will be consistent with the procedures detailed in this Administrative Plan. In the event that there are an insufficient number of eligible persons on the waiting list, the MHA shall accept applicants referred by the owner.

MHA Public Housing Resident Preference

MHA will give preference in admission to MHA public housing residents who are required to relocate due to one of the following conditions:

- As a resident of public housing, the family is living in a unit that has been identified as hazardous to the family because the family has one or more children under the age of six with an Environmental Intervention Blood Lead Level, as defined by 24 CFR Part 35; or, there is a presence of other serious environmental hazards that affect the family's health or safety. The preference may be given if there are no lead-free units available in any other public housing development. An application preference does not constitute issuance of a voucher. Any voucher issuance is dependent on funding availability.
- Families (including single persons) who are currently residing in public housing units and who will be displaced by demolition, disposition, rehabilitation, or vacancy consolidation.

Eligibility for this preference will be verified through MHA's public housing division. Applicants claiming this preference, but determined to be ineligible to receive it, will be returned to the waiting list according to their sequential number.

MHA Homeless Referral Preference

MHA will give preference in admission to families who are certified as homeless and referred to MHA by a designated local service provider in accordance with Section V.

- To qualify, the family must have successfully complete an approved transitional housing and/or supportive service plan as certified by the referring agency and commit to receiving on-going, case management and supportive services.

An application preference does not constitute issuance of a voucher. Any voucher issuance is dependent on funding availability.

Eligibility for this preference may be verified through the designated local service provider. Applicants claiming this preference, but determined to be ineligible to receive it, will be removed from the waiting list.

Waiting List Update

It is the primary responsibility of each applicant to ensure that MHA has the most recent and current information in order to be contacted when either the applicant's name nears the top of the list or when MHA performs a waiting list update. Under limited circumstances, MHA will approve reinstatement of a withdrawn applicant for one of the following reasons:

1. The applicant provides evidence that a change of address was submitted to MHA prior to the notice being issued by MHA;
2. During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;
3. As a result of a data entry error, the MHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a MHA notice; or
4. The applicant is a person with a disability who requires an alternative form of communication other than one normally used by MHA, and the applicant informed MHA, in advance, of the proper means of communication, as required by regulations.
5. An omission or deletion occurred in error as a result of a recent MHA software conversion...
6. In order to be considered for reinstatement, applicants must provide documentation acceptable to MHA proving that they share no burden in the failure to respond to a waiting list update or notification for interview.

At the time MHA conducts an opening of the waiting list to establish a new waiting list, no further requests for re-instatement will be accepted or considered from applicants claiming to have been on any prior waiting list. When MHA decides to update the Housing Choice Voucher waiting list, it will notify the applicants on the waiting list requesting updated information. The intent of the notification is also to determine whether the applicant is still interested in the Housing Choice Voucher Program. The applicant will be required to respond to the request for information within a specified time period. Each update notice will inform the applicant that, if they do not respond within the specified time period, the family will be withdrawn from the waiting list and will be given the opportunity for an informal review to dispute the withdrawal from the waiting list. The informal review process is described in this Administrative Plan. MHA may opt to conduct waiting list updates via electronic or automated system, and/or on-line in addition to or instead of via mail.

If the applicant fails to respond to MHA's request for updated information, or, any notice is returned to MHA as undeliverable, the applicant's name will be withdrawn from the waiting list.

Special Admissions

Some applicant households will be admitted to MHA's Housing Choice Voucher Program without ever being on the waiting list or without considering the applicant's place on the waiting list. This may occur when HUD has awarded funding to MHA for a targeted group of households living in specified units. This HUD-targeted funding may include, but is not limited to:

- Families displaced because of demolition or disposition of a public or Indian housing development;
- Families residing in a multifamily rental housing development when HUD sells, forecloses or demolishes the development;
- Housing covered by the Low Income Preservation and Resident Homeownership Act of 1990;
- Non-purchasing families residing in a development subject to a homeownership program;
- Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;
- Families residing in a development covered by a project-based Housing Choice Voucher HAP contract at or near the end of the HAP contract term;
- Non-purchasing families residing in a HOPE 1 or HOPE 2 development;
- Over a 12-month period, families who are active participants in a Witness Protection Program and who are in need of assistance to move and ensure their continued protection, may be referred to MHA by either a Federal or State Law Enforcement Agency. Each referral must include certification by the Law Enforcement Agency that the family is a victim and/or witness of a violent crime and in a life-threatening situation. MHA will take all appropriate steps to maintain the confidentiality of each referral.

G. Family Choice of Housing and Housing Type

Generally, MHA does not offer special housing types as an option to Housing Choice Voucher families. However, MHA will not deny a family (with a disabled member) the right to use any of the following special types of housing in accordance with the program requirements: Single Room Occupancy; congregate housing; group home; shared housing or cooperative housing only if needed as a reasonable accommodation for persons with disabilities.

H. Verification of Eligibility and Preference

At the time of initial eligibility determination and reexamination, applicants and participants will be required to certify to all information they provide to MHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form that is a general release form by all adult household members. Documentation of all verifications will be placed in the applicant/participant file. Family income and assets and all factors related to eligibility will be verified, including preference for assistance as described in this plan. Verifications will be completed before an applicant can be issued a Voucher.

MHA will rely primarily on Upfront Income Verification (UIV) tools and third party verification to verify income and other eligibility factors. This will include obtaining income data directly from electronic sources including but not limited to the HUD Enterprise Income Verification (EIV) system, the ACCENT system which provides access to records held by the Tennessee Department of Human Services, and the Work Number. No adverse action will be taken against an applicant or participant without independent verification of the information obtain through HUD's EIV system.

MHA will review documents provided by applicants/current participants and determine whether the documents are sufficient to satisfy HUD verification criteria. When additional third-party verification is necessary, MHA will contact the third party verification source and have them return the information back to MHA. Data may be requested or received electronically from email sources and/or via on-line tools. Oral verification with the third party by phone will be obtained when efforts to obtain written verification have been unsuccessful. MHA may use a written or electronic applicant certification for verification when other levels of verification have been attempted but are not available.

The highest level of verification, as outlined in HUD regulations, will be attempted before moving on to another verification method.

It is the responsibility of the applicant/participant to provide timely and accurate information regarding income and other factors, to the extent that MHA is able to complete verification processes in accordance with HUD regulations. Failure on the part of the applicant/participant to provide necessary information may result in denial of the application or termination of program participation.

Income from Assets: When the total value of assets is \$5,000 or less, MHA will accept a family's declaration of the amount of assets and the amount of income expected to be received from those assets without requiring additional documentation or verification. When the total value

of assets is over \$5,000, MHA will use the greater of the actual amount of income from assets, or the imputed income from assets based on the Savings National Rate in effect at the time, (PIH Notice 2012-29 or any superseding notice).

I. Notification of Ineligibility

Ineligible families will receive written notification by mail and/or email and given the reason for the determination, with an opportunity to request an informal review. A request for an informal review must be received within fifteen days of the date of notification of ineligibility. Reasons why a family may be determined ineligible or denied assistance are included in this plan.

J. Computation of Total Tenant Payment and Determination of Rent

Once verification is complete, MHA will compute Annual and Adjusted Income and Total Tenant Payment (“TTP”) in accordance with 24 CFR Part 5.

Calculation of Total Tenant Payment, Family Share and Family Rent to Owner

Total Tenant Payment will be calculated using the greater of: a) 30% of the family’s adjusted monthly income; b) 10% of the gross monthly family income; or c) the MHA minimum rent of \$50. Family Share and Rent to Owner is calculated only after the family finds a unit, and is calculated as the difference between the lesser of the Payment Standard or Gross Rent for the unit and the family's TTP.

Minimum Rent

MHA has adopted a minimum rent for the program of \$50. It is used as determined when applying the formula to calculate Total Tenant Payment as described above.

Minimum Rent Hardship Exemption

MHA will grant an exemption from application of the minimum monthly rent to any family making a proper request, in writing that it is unable to pay the monthly minimum rent because of financial hardship, which includes:

- 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 an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act, who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- Family income has decreased because of changed circumstance, including loss of employment;
- A death in the family that affects the family circumstances; or
- Other circumstances as determined by MHA on a case-by-case basis.

If a family requests a hardship exemption, MHA will suspend the minimum rent charge and adjust the HAP payment effective on the first of the month following the change in the family's circumstances. The family must provide documentation of the hardship. MHA will determine if the hardship is temporary or long term.

If the hardship is determined to be temporary, the minimum rent will be suspended for a period of ninety (90) days from the date of the family's request. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of suspension. MHA will offer to execute a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period. If MHA determines that the hardship is long term, the exemption will be applied so long as the hardship continues. Hardship determinations are subject to MHA's informal hearing process.

Determination of Rent

The Housing Choice Voucher subsidy is based on the established Payment Standard that reflects the cost to lease a unit in the area. If the gross rent (contract rent plus utilities) is less than the Payment Standard, the family pays the TTP. If the gross rent exceeds the Payment Standard, the family pays the TTP plus the amount by which the gross rent exceeds the Payment Standard.

MHA may establish an exception payment standard of not more than 120 percent of the published FMR, if required as a reasonable accommodation for a family that includes a person with a disability. Any unit approved under an exception payment standard must still meet the reasonable rent requirements.

Once the unit is selected, the family's portion of the rent is calculated as the difference between the gross rent and the lesser of the Payment Standard for the voucher size issued, or the unit size selected by the family.

At admission or transfer to a new unit, families are prohibited from paying more than 40% of their monthly adjusted income for rent when the gross rent exceeds the payment standard.

Subsidy Standards

The following standards are used for assignment of the appropriate bedroom size on the Voucher.

Number of Bedrooms	Number of Persons	
	<u>Min</u>	<u>Max</u>
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11
6	6	13

The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. MHA does not limit or restrict which family members may share bedrooms. However, as required by HUD, when determining unit size, MHA will attempt to meet HUD's intent and apply the following guidelines. As a general rule, MHA will issue one bedroom for the HOH and spouse in the household and one bedroom for every two persons thereafter. MHA will use the following standards as additional guidance in determining the appropriate bedroom size for any given family:

1. Adults of the opposite sex (other than spouses or cohabitants), and unrelated adults may occupy separate bedrooms.
2. Two minor children of the same sex, regardless of age difference, are required to share one bedroom. Children under the age of three may not be awarded their own bedroom except in cases involving a reasonable accommodation
3. Minor children of the opposite sex may occupy separate bedrooms.
4. Unborn children will be included in the size of the household.
5. A minor child, who is temporarily away from the home because of placement in foster care, is considered a member of the family in determining the family unit size.
6. MHA approves live-in aides to reside in the unit and be provided a separate bedroom as a reasonable accommodation for a family consisting of one or more elderly or disabled persons. However, MHA may deny or withdraw such approval at any time if the live-in aide: (1) commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) fails to pass a criminal background check for drug-related or violent criminal activity, or; (3) owes rent or other amounts to MHA or another PHA in connection with the Housing Choice Voucher Program or public housing assistance under the 1937 Act. Only one bedroom will be awarded for the live-in aide and any family members of the live-in aide, as long as Housing Quality Standards (HQS) are not violated and there are no more than two people per living/sleeping space. If additional family members result in a violation of HQS or do not meet the eligibility requirements, the specific live-in aide may not be approved.
7. Space will be provided for a family member who is away at school but who lives with the family during school recess.

MHA may assign a larger unit than permitted, using the above standards, if an individual with a disability and/or a medical need requests a reasonable accommodation and provides documentation of need from an authorized healthcare provider. MHA may request or require additional verification from the healthcare provider that the disabled individual meets the definition for persons with disabilities and to document the needs for a reasonable accommodation, as covered under the United States Housing Act of 1937 at 24 CFR 403.

Families will not be **required** to use rooms other than bedrooms for sleeping purposes in the Voucher size determination. Participants may elect to use other areas of the unit as living/sleeping areas in determining the total number of persons eligible to live in the unit as a

result of the family's request to add household members. A total of two additional members per living/sleeping area may be approved at the request of the participant. MHA will only grant increases in voucher size in cases of birth, adoption, court awarded or other legally documented custody.

Families may choose to rent larger or smaller units than listed on the Voucher as long as the rent reasonableness and Housing Quality Standards (HQS) requirements are met. However the subsidy and utility allowance will always be based upon the smallest of the size unit rented, or the unit size listed on the family's voucher.

HQS requirements permit a maximum of two persons per living or sleeping room in the units.

Payment Standard

MHA establishes payment standards based upon the HUD published Fair Market Rents for the Memphis Metropolitan Statistical area. The Fair Market Rent published by HUD is based upon the 40th percentile of rents charged to recent movers (within prior two-year period) in the private rental market. The MHA payment standard is based on a "basic range," which is between 90% to 110% of the 40th percentile FMR.

On a case by case basis, MHA may approve an exception payment standard of up to one hundred and twenty percent (120%) of the FMR without HUD approval if required as a reasonable accommodation for a family that includes a person with disabilities. In those instances when an exception payment standard is approved, MHA will maintain documentation that the unit rent is reasonable.

MHA reviews payment standards annually, at the time new Fair Market Rents are published. MHA will revise the payment standards as necessary to ensure that families are able to find and lease a variety of units in a variety of neighborhoods with the maximum subsidy permitted by use of the payment standard in effect.

At the time the payment standard analysis is conducted each year, MHA will determine the number of currently assisted families paying more than 40% of income for rent, and will base the determination of payment standard adjustment on that information. If more than 10% of currently assisted households are paying more than 40% of income for rent, MHA will increase the payment standard to an amount within the basic range that will result in no more than 10% of families paying more than 40% of income for rent if HUD subsidy provides adequate funding to do so.

MHA will also review market data to ensure that the Payment Standard provides a subsidy adequate to enable families to lease units in neighborhoods that are not traditionally entered by HCV families.

Additional Adjustments to the Payment Standard

At least annually, MHA will review its payment standard to determine if an adjustment is needed for some or all units. In determining if an adjustment is appropriate, MHA will consider: assisted families' rent burdens, availability of suitable vacant units with rents below the payment standard,

size and quality of units selected and/or the leasing success rate and available funding to support the program needs.

Utility Allowance

The utility allowance will be based upon the smaller of the actual size unit rented or the unit size listed on the family's voucher size as determined under the PHA subsidy standards. In cases where the unit size leased exceeds the family unit size as determined under the PHA subsidy standards as a result of a reasonable accommodation, the PHA must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family. The Utility Allowance Schedule will be reviewed on an annual basis and adjusted as needed.

Any allowance for utilities will be deducted from the Total Tenant Payment to determine the Family Rent to Owner. Where the Utility Allowance exceeds the Total Tenant Payment, the tenant will pay \$0 rent. The difference between the utility allowance and the Total Tenant Payment will be provided to the tenant as a reimbursement to be applied towards utilities.

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

K. Housing Choice Voucher Issuance and Briefing

All eligible applicants (based on full and complete verification) are required to participate in a briefing before a Voucher is issued. The briefings may be group, individual or online meetings. A Voucher will be issued after the applicant completes the briefing session.

Briefing Packet

Each family will receive a briefing packet containing, but not limited to, the following:

1. The term of the Voucher;
2. A description of MHA's policy on granting extensions or suspensions of term and how a family can request extensions;
3. Information on computing the Housing Assistance Payment;
4. Information on the Payment Standard and MHA's Utility Allowance Schedule;
5. How MHA determines the maximum rent for an assisted unit;
6. What the family should consider in deciding whether to lease a unit such as unit condition, reasonableness of rent, cost of tenant-paid utilities, whether the unit is energy efficient, and location of unit to public transportation, employment, schools and shopping;
7. Where the family may lease a unit using portability and how portability works;
8. HUD required tenancy addendum;

9. Request for Tenancy Approval and the process of obtaining an inspection;
10. MHA's policy on providing information to prospective landlords;
11. MHA's subsidy standards including any exception to these standards;
12. HUD brochure on selecting a unit;
13. Information on Upfront Income Verification (UIV) tools used to verify income;
14. HUD brochure, *Protect Your Family From Lead in the Home*;
15. Fair Housing Brochure and information, (HUD-903) and a Discrimination Complaint Form (HUD-903a);
16. List of landlords or real estate agents who may be willing to lease a unit or may be able to help the family locate a unit; or information regarding computerized databases listing available units such as TNHousingSearch.org.
17. Notice that if the family includes a disabled person, the family may request a current listing of accessible units, known to MHA, that may be available;
18. Family program obligations;
19. HUD's EIV use
20. Grounds under which MHA may terminate the family's assistance;
21. Informal hearing and review process and how to request a hearing;
22. Other items as MHA may determine.

Briefing Session

The briefing will cover the information in the packet and discuss the following topics:

1. Family, Owner and MHA Responsibilities under the Lease and Contract
2. Expiration and Extension of the Voucher
3. A description of the general location and characteristics of neighborhoods in Shelby County
4. Tips on Where to Look for Housing

Sources of information on available units (e.g., newspapers, community bulletin boards) should be obtained. MHA will also provide a list or an on-line link to a database of owners who have indicated a willingness to participate in the Housing Choice Voucher Program.

5. Housing Quality Standards

HQS, rent reasonableness and procedures for inspections will be addressed. Housing quality standards to be used are described in 24 CFR 982.401.

6. Encouragement to consider all neighborhoods within Shelby County when searching for a unit. MHA will provide information on portability of the Voucher and its use to move out of areas of high poverty concentration.

7. Landlord-Tenant Laws and Federal, State and Local Fair Housing Laws

The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, MHA will advise and assist the family to file a discrimination complaint with the Department of Housing and Urban Development.

8. Assistance to Elderly and Individuals with Disabilities

Additional assistance that is available for persons with disabilities or elderly households will be described. Housing Choice Voucher staff will provide as much assistance as possible and refer participants to social service agencies as needed.

9. Calculations/Explanation of Total Tenant Payment, HAP, Maximum Subsidy, Utility Allowances, and Utility Reimbursements

The applicable Payment Standard and Utility Allowance will be discussed as well as calculation of Total Tenant Payment, Family Share, and Family Rent to Owner, Housing Assistance Payment, Maximum Subsidy, and Utility Reimbursement. Allowances will also be explained.

10. Information Provided to Prospective Landlords about Participants

L. Housing Choice Voucher Term and Suspension (Tolling) Policy

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The rental housing unit must fall within the rent reasonableness limitations set by the Housing Choice Voucher Program; must meet HQS requirements; and the family share for rent and utilities may not exceed 40 percent of its adjusted income at the time of lease-up.

Each HCV recipient will be given an initial term of 60 days to identify a suitable unit. Within the term of the voucher, a Request for Tenancy Approval (RTA) must be received by MHA in the prescribed format.

Extensions of Term

HCV participants are encouraged to select units which will meet HQS. Participants may request an extension to the initial 60-day term of an issued voucher; however, the extension will be granted at the sole discretion of MHA. There is a 120 day maximum time limit on the voucher term,

including, any extensions except those granted as reasonable accommodations to persons with disabilities. Extensions may be granted for reasons such as:

- A serious medical condition which the family could not have anticipated. Documentation from a medical professional is required.
- A reasonable accommodation to persons with disability which makes locating an accessible unit difficult.
- MHA discretion for extenuating circumstances (e.g. when market conditions or administrative actions support a need for extension, owner fails to accept reasonable rent, occurrence of a natural disaster, etc.)
- HCV participants are encouraged to select units which will meet HQS. Extensions shall not be granted beyond 30 days for purposes of complying with HQS. If a RFTA is received before the expiration date of the voucher, an inspection will be scheduled. In cases where the unit does not meet HQS, no further extension will be granted.

Extensions must be approved by authorized staff and must involve extenuating circumstances not related to HQS.

If the family has not found a unit within the maximum term allotted, with any extensions, the Voucher will expire and the family will be removed from the waiting list. Hearings or informal reviews are not required and shall not be given for denial of extensions. Families seeking another opportunity for assistance must reapply to the program upon the reopening of the waiting list.

Suspensions

Suspensions of the term of the voucher can only be granted when family submits a RFTA. MHA shall suspend the term of the voucher from the date a Request for Tenancy Approval and proposed lease is accepted by the Authority until the date the Authority makes a final determination with respect to that Request for Tenancy Approval. Additional extensions beyond the suspension time can only be given by the Director or his/her designee, and will only be considered under the following conditions:

- A. If the delay is due to MHA administrative reasons and not due to the applicant's delay;
- B. The applicant has shown due diligence in locating an appropriate unit during the voucher term; and
- C. Denial of the suspension of term would constitute an undue hardship on the family.

M. Information Provided to Prospective Landlords About Participants

Upon written request, MHA will provide the current address and, if known, name and address of owner at participant's current and prior address to prospective landlords. MHA conducts a criminal background check on all applicant household members who are at least 18 years of age. MHA will inform all property owners interested in participating in the Housing Choice Voucher

Program that tenant screening for payment and other lease compliance behavior is the owner's responsibility, and is not performed by MHA.

N. Security Deposits

The property owner may collect a security deposit. The owner determines the amount of the deposit in accordance with local practices. MHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

O. Portability

The portability feature allows a participating Voucher family to move from one jurisdiction to another with continued assistance. Voucher holders may move anywhere there is a Housing Agency that administers a tenant-based program. Families that are new admissions to the HCV program must meet the income eligibility requirements in the areas where the family initially leased a unit with assistance. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered "continuously assisted" and the Low-Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), a family may move under MHA's portability policy in violation of the lease if:

- The family has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit;
- The family has complied with all other obligations of the voucher program; and
- The only basis for denial of portability is that the family is violating the lease agreement.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault within 14 business days of receiving the written request for the certification from MHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by MHA, none of the protections afforded to victims of domestic violence, dating violence, stalking or sexual assault (collectively "domestic violence") will apply. MHA, at its discretion, may extend the 14-day deadline.

Families must notify MHA when they want to move using the portability feature. When a family notifies MHA that it wants to move under the portability procedures, MHA will contact the receiving Housing Authority. MHA will confirm the following to the receiving HA:

- The family is eligible for assistance, (i.e., meets the requirements of MHA); and
- A Voucher has been issued to the family.

MHA will always participate in assisting clients who wish to exercise portability. If HCV funding supports absorbing Voucher holders moving into Shelby County from other jurisdictions, MHA will absorb the voucher. If funding does not permit the voucher to be absorbed, MHA will bill the initial authority.

MHA will encourage and request other Housing Authorities to absorb families who move out of the City of Memphis or Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance. MHA may deny portability to higher cost areas when funding is insufficient to support the move and could result in termination of current program participants.

MHA adheres to all guidance outlined in HUD regulation and guidance.

P. Requirements for Lease Submission and Unit Approval

A Request for Tenancy Approval (RTA) completed and accepted by both the owner and the applicant/participant is required prior to starting the unit approval process. A completed RTA received by MHA on or before the voucher expiration date will prompt the unit approval process. During the unit approval process, MHA will schedule the unit for inspection, review the landlord lease, determine rent reasonableness, and approve the owner. MHA may verify that the property taxes for the unit are not delinquent, and could void the RTA in instances of delinquent taxes. Owners must provide proof of ownership, photo identification, and a completed W-9 before the unit can be approved. Failure on the part of the owner to provide these items and any other documents or information in a timely manner as requested will result in the RTA being voided.

Landlord Lease

A lease between the owner and tenant shall be in a standard form used by the owner for other unassisted tenants. The HUD tenancy addendum (form HUD 52641-a) is incorporated into the HAP contract and is provided to tenants and owners with the understanding it is considered an attachment to the lease of the assisted unit. MHA may provide a sample model lease as an option for the owner to use. The initial lease term may be for less than one year as agreed by the owner and participant. The terms and conditions of the lease shall be consistent with State and local laws.

Rent Reasonableness

Rent reasonableness will be determined for all new leases, rent increase requests and at other times as deemed necessary by MHA or required by HUD. A reasonable rent to the owner is defined as a rent that is not more than rent charged for comparable units in the private, unassisted market and for comparable unassisted units. MHA will not approve a subsidized tenancy until a determination has been made that the initial rent to the owner is reasonable. The reasonableness of the rent requested by the owner will be determined by considering the following factors:

- Location;
- Quality;
- Size;

- Unit Type;
- Age of the Contract Unit;
- Amenities;
- Housing Services;
- Maintenance; and
- Utilities provided by the Owner in accordance with the Lease.

MHA may utilize an independent vendor to maintain and analyze market survey information on rents for comparable units in the area.

If MHA determines that the amount of rent requested by the owner is not reasonable, a reasonable rent will be computed, and the owner will be provided the opportunity to accept the reasonable rent. Failure by the owner to accept the reasonable rent as determined by MHA will result in disapproval of the unit for the program. If the unit is disapproved and the family's voucher has expired, the family may be provided an extension in accordance with Section L of this plan.

Inspection Standards

MHA adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 to perform all required inspections. Interpretative guidance for HQS acceptability criteria is taken from Form HUD 52580-A dated 9/00, the HUD Housing Inspection Manual and MHA Inspection Policy and Procedure memoranda. Before any unit is approved under the Housing Choice Voucher Program, MHA requires compliance with HQS. Units must be inspected and pass HQS prior to approval of any lease, and at least annually thereafter. MHA may institute a biennial inspections process in accordance with HUD statute. Inspections may also occur on other occasions, as warranted, such as in the case of a request for inspection by the owner or family.

It is the owner's and tenant's responsibility to maintain the unit within HQS compliance throughout the term of assistance. Failure to maintain HQS could result in HAP contract termination and/or loss of program participation. MHA generally conducts no more than two inspections during the annual inspection process. HAP will be abated in accordance with HUD requirements. On occasion, MHA may grant an owner's request for a third inspection. MHA will charge the Owner a non-refundable fee of \$100 for conducting a third inspection. The \$100 fee must be paid to MHA prior to scheduling of the third inspection, which will be scheduled within 30 days of the request and payment.

Property owners/agents and families are encouraged to be present during an inspection of their unit(s) by MHA. An authorized adult must be present during the inspection.

If at the initial inspection there are defects or deficiencies, which must be corrected to make the unit decent, safe and sanitary, the owner will be advised by MHA of the work required. MHA will give the owner a specified date by which to complete the work. Before a contract is executed, any

unit that fails must be re-inspected to ascertain whether the necessary work has been performed. The unit must be approved as compliant with HQS before execution of the contract.

MHA may deny a contract for a unit if the unit has a history of failed inspections for major infractions within the past 24 months. Major infractions include, but are not limited to failing paint issues, plumbing or sewage, heat or hot water, flooding or leaks at window or roofs, gas leaks, or ongoing electrical malfunctions, and evidence by previous participant tenants of excessive utility bills or other such infractions. A minimum of three or more complaint inspections or repeated failures during annual, quality control or complaint inspections in a 24 month period where major infractions were cited, or where ongoing HQS violations are documented may be cause for denial of a new contract or termination of an existing contract. Owners are encouraged to inspect their property periodically during the term of the HAP contract to insure compliance.

Proof of Ownership/ID

MHA will require all property owners who request to rent their units through the HCV program to provide proof of ownership, the property parcel identification number, and a W-9 form. Acceptable forms of ownership documentation include a deed, property tax records and a HUD settlement statement (for transactions processed within the last 30 days of the date the HAP is to be executed). The owner must provide at least one (1) document establishing ownership. MHA may compare the documentation provided by the property owner with information available on the Shelby County Tax Assessor, Shelby County Trustee, the Register's Office, and other local government websites, when available.

In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, MHA may request a copy of the management or agent agreement, a statement from the owner identifying the individual/s authorized to execute HAP Contracts on his/her behalf in addition to proof of ownership documentation.

MHA may not enter into a Housing Assistance Payment contract for any property until ownership, and, if applicable, authorization to act on the owner(s) behalf, are clearly established. MHA reserves the right to request additional documentation as necessary.

MHA utilizes direct deposit as the method of payment of HAP obligations. Owners are required to provide a Tax Identification Number (TIN) or a Social Security Number that matches their banking information. MHA will not enter into a contract where the owner is unable to establish a TIN/SSN that matches names or entities identified on ownership documents or where the owner elects not to accept direct deposit.

RIGHT TO RECOUP AMOUNTS PAID

If a contract is terminated after a payment has been made, or it is determined that an owner accepted payments for a unit not occupied in accordance with the terms of the HAP contract, MHA may recoup amounts paid erroneously by withholding any payment owed to that owner, even if the payment owed is for another HCV participant. MHA may deny any new RTA for an owner who has a balance outstanding to MHA or withhold HAP payments on new contracts until outstanding

balances have been satisfied. MHA may also pursue other means of collection for debts owed the PHA.

Transfer of Ownership

In order to avoid disruption in HAP payments, owners must obtain the prior written consent of MHA before any assignment of the HAP Contract. In the event prior written consent was not requested nor granted, the HAP contract is terminated. Where a transfer of ownership has been approved when a HCV family is residing in the unit, a copy of the transfer of ownership documents, verification of taxes paid and a W-9 shall be completed. MHA is not responsible for funds already disbursed to the former owner.

Disapproval of Property Owner and/or Owner Participation

MHA will not approve a unit if the owner has a history or practice of failing to terminate tenancy in units assisted under Housing Choice Voucher or any other federally assisted housing program for activity by the tenant, any member of the tenant's household, a guest or another person under the control of any member of the household that:

1. Threatens the right to peaceful enjoyment of the premises by other residents;
2. Threatens the health or safety of other residents, of employees of the MHA, or of owner employees or other persons engaged in management of the housing;
3. 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; or
4. Engages in drug-related or violent criminal activity.
5. The owner has a history of units which fail to meet HQS during routine, annual or complaint inspections.

MHA will also deny or terminate owner participation for one or more of the following reasons:

1. The owner is debarred, suspended or subject to a limited denial of participation by HUD or is under restriction by the City of Memphis;
2. If directed by HUD because the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act;
3. If directed by HUD because a court or administrative agency has determined that the owner has violated the Fair Housing Act;
4. Acts in collusion with a recently debarred or suspended owner for the purpose of circumventing the debarment or suspension;
5. MHA has verified that the owner has delinquent property taxes associated with the subsidized unit; or

6. The owner has recently received payments for subsidy of a unit on which foreclosure and displacement of a participant occurred.

MHA, at its discretion, may deny participation to an owner if any one of the following conditions exists:

1. The owner has violated obligations under any Housing Choice Voucher HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity.
4. The owner has a history or practice of non-compliance with HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
5. The owner has a history or practice of renting units that fail to meet State or local housing codes;
6. The owner has not paid State or local real estate taxes, fines or assessments;
7. The owner threatens or is abusive towards MHA personnel; or
8. The owner(s) has not provided adequate proof of ownership.

The individual circumstances and seriousness of such conditions will be considered prior to disapproval of an owner.

If MHA determines that the owner and unit are acceptable, the HAP contract may be approved. If the unit cannot be approved, the owner and subsidy holder will be notified and provided with the reason and an opportunity to correct any deficiencies.

Property Owner or Landlord Suspension and Debarment

Property owners, landlords, and/or their designees, who commit fraud within the HCV program or knowingly violate the HAP Agreement may be suspended or debarred at the discretion of the Authority.

Contracts or HAP agreements shall not be entered into or awarded to debarred or suspended owners or landlords. A debarment by the Authority shall be for a period of six (6) years. Suspensions may be issued for any period from one (1) to five (5) years.

If an owner, landlord or their designee, is determined by the Authority to have committed an act or action justifying the sanction of suspension or debarment, the landlord shall be advised in writing by regular and certified mail of the reason for the determination.

The Owner or Landlord will have fifteen (15) days from the date the notice is mailed to appeal the determination to the HCV Director in writing by certified mail. Upon receipt of said notice, the HCV Director will schedule a hearing for the owner before the HCV Hearing Panel or other designated review panel.

The panel or review committee will, within 15 working days from the date the appeal is heard, render an advisory decision in writing to the HCV Director. The HCV Director may accept, reject or amend the decision of the Panel and will notify the Owner or Landlord within 10 days of his disposition of the matter. The HCV Director's disposition shall be final and binding upon the Agency and Owner.

Restriction on Renting to Relatives

Housing Choice Voucher recipients may not rent units which are owned by a close relative (defined as the parent, child, grandparent, grandchild, sister, or brother) of any member of the recipient's household. The exception to this rule is if the recipient household member has a disability and, renting from a close relative is determined to be a reasonable accommodation. This policy applies only to new admissions and transfers. The policy does not affect current participants who are leasing units from close relatives until they decide to move or unless the owner wishes to amend the lease or execute a new HAP Contract for the same unit. It also does not affect families at the time that their subsidy is converted to the Housing Choice Voucher so long as they remain in the same unit under the same lease agreement.

Q. Lease Requirements and Contract Execution

After the unit passes inspection and the Contract Rent is approved, MHA will review the family composition and income and allowances with the family and re-verify when needed. The owner and tenant will provide MHA with a copy of the signed Lease to which the tenancy addendum is attached.

Grounds for Lease Termination

Federal regulations require that the lease include the following as grounds for lease termination:

1. Drug-related criminal activity, violent criminal activity: engaged in on or near the premises by any tenant, household member or guest; or, engaged in on the premises for any other person under the tenant's control;
2. Illegal drug use or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises) and by persons residing in the immediate vicinity of the premises;

4. When it is determined the tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit crime that is a felony under the laws of the state from which the individual flees; and
5. When the tenant is violating a condition of probation or parole imposed by Federal or state law; any member of the family household is subject to a lifetime registration requirement under a State sex offender registration program in the state where the housing is located.

Family Obligations

The family shall be obliged under the terms of its Voucher subsidy to:

1. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled re-examination or interim re-examination of family income and composition or pursuant to a Quality Control Review or HUD Audit in accordance with HUD requirements.
2. Allow MHA to inspect the dwelling unit at reasonable times and after reasonable notice. The family must allow the owner/landlord access to make repairs.
3. Notify MHA, in writing or via prescribed electronic/on-line format, at least thirty (30) days before vacating the dwelling unit as well as providing MHA with a copy of the notice to vacate the unit submitted to the owner.
4. Use the dwelling unit solely for residence by the family and as the family's principal place of residence; and shall not assign the lease or transfer the unit.
5. Not receive Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, grandchild, sister, brother, or any member of the family, unless MHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
6. Avoid creating a breach of HQS by:
 - Failing to pay for utility bills in the family's name and/or to make Utility Reimbursement payments directly to the Utility Company on the family's behalf;
 - Not allowing the landlord/owner access to the unit to make repairs;
 - Failing to provide and maintain any appliances the owner is not required to provide; or
 - Damaging or allowing any family member or guest to damage the unit or common areas.
7. The family must also correct, within 24 hours, any life-threatening breach of HQS it has caused, and any other violations within the time frame specified by MHA.

8. The family and their guest(s) shall not:
 - Commit serious or repeated violations of the lease.
 - Own or have any interest in the dwelling unit unless as a participant in the “SHAPE” Homeownership Program. However, if the owner is a cooperative, the family may be a member of the cooperative.
 - Commit any fraud, bribery or any other corrupt criminal act in connection with the Housing Choice Voucher Program;
 - Receive assistance (including each family member) under the Housing Choice Voucher Program while occupying, or receiving assistance for occupancy of, any other unit assisted under any Federal housing assistance program (including any *Subsidy Program*).
 - Engage in any drug-related criminal activity, violent or non-violent criminal activity, or illegally possess weapons.
 - Engage in the use of illegal drugs or abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - Not engage in or threaten abuse or violent behavior toward MHA personnel.
 - Not damage the unit or premises (other than damages from ordinary wear and tear) or permit any guest to damage the unit or premises.
9. Families must report to MHA any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days, unless the participant can document a medical need.
10. Families must cooperate with MHA in complying with EIV regulations, by signing all required documents and providing requested information related to EIV data.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family’s principal residence and the family shall be terminated from the program.

R. Information and Assistance

Program participants will be informed how to contact the HCV program to discuss and assist with any program related issues. Participants will be instructed to contact owners directly to request needed maintenance or repairs; however, if the owner fails to respond within a reasonable period of time, the family should contact the MHA Inspections Department to schedule a complaint inspection.

S. Reexamination of Household Composition, Income, Allowances and Rent

Annual Reexaminations

MHA will reexamine the income, assets, expenses and family composition of all participants at least annually. Approximately one hundred and twenty (120) days prior to the participant's reexamination effective date, the participant will be notified to complete the reexamination on-line, by telephone, by mail or by attending a scheduled reexamination. MHA may follow up by telephone, email and/or require in-person appointments with participants, as needed to request additional information, seek clarification, review reexamination documents, and/or conduct quality control.

Participants will be provided up to two opportunities to complete the re-examination requirements within the prescribed timeframes. MHA may send the participant a notice terminating assistance under the Housing Choice Voucher Program, effective on the participant's reexamination effective date for failure to comply with family obligations and program regulations. Termination processes begin after one failure to return mailed documents plus one missed appointment, two missed appointments, or other opportunities as provided (e.g. on-line, via telephone, mail, etc.).

Family with Fixed Sources of Incomes

MHA may conduct a streamlined annual reexamination for any family member with a fixed source of income. In this streamlined reexamination approach, MHA recalculates family incomes by applying, to each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

For purposes of this section, "Family member with a fixed source of income" is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance; Federal, state, local, or private pension plans; Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

Move to a New Unit

Reexamination may be conducted when a family receives a voucher to move to a new unit.

Interim Reexaminations

Rent and other charges shall remain in effect for the period between regularly scheduled re-examinations, except when:

- There is a change in the household composition. Any change in the household composition must be reported within 30 days. If the change in household composition results in a reduced income for the household, the tenant's rent will be adjusted. Any new household members must be approved by MHA. If the addition of a household member results in an increase in income, the tenant's rent will be adjusted accordingly.

- There is a change in household income that is expected to last longer than 30 days. Any change in the household income must be reported within 30 days.

Decreases in the tenant's Total Tenant Payment will be effective the first day of the month following the month in which the change is reported provided that the change was reported within the required timeframe and all required and requested information has been received. Increases will become effective at the first day of the second month following the date the change occurred.

Interim reexaminations do not affect regularly scheduled reexamination effective dates.

MHA may conduct an interim reexamination at any time for families reporting zero (\$0) income.

During any reexamination, families reporting \$0 income may be required to have all adult household members sign a certification of zero income. MHA may also require all adults residing in the household to sign a Release allowing MHA to obtain a certified copy of any tax return submitted to the IRS. MHA may require the household to complete detailed family expense form to identify household income. Participants will be asked to provide information that verifies the source of income that allows them to meet monthly financial obligations. Failure to comply with these reexamination requirements will be considered grounds for termination of assistance.

Additions to the Household

Depending on the circumstance, participant families are required to either inform the MHA of household additions or request permission to add household members.

1. Household Additions that require MHA notification:

Participant families must inform the MHA within 30 days of additions to the family due to birth, adoption, or otherwise granted custody to the family by operation of law.

2. Household additions that require MHA approval prior to move-in.

If a legal custody arrangement is not in place, participant families must make a written (or prescribed electronic format) request to add additional family members prior to adding the family member to the household. Upon approval of the MHA, a participant family may add an additional adult family member to the household under all the following circumstances:

1. A family member (spouse, sons, daughters, brothers, sisters, parents, grandparents, grandchildren, cousins, nieces, nephews) of an existing household member;
2. Such member must be eligible for participation in the Housing Choice Voucher Program
3. Such member has supplied documentation of Social Security Number prior to move-in. If the member is a child six or under, the household has 90 days after move-in to submit the documentation.
4. Such member's income must be considered in calculation towards rent; The addition of the family member shall be in consideration of a reasonable accommodation or for

humanitarian reasons (requests to add a live-in aide to the household must also be in writing or prescribed electronic format); OR

5. Unrelated/unmarried partners who show proof of intention to live as a family.

All other additions to participant families shall be considered only on a case-by-case basis and must be documented at the time such changes occur. A criminal background check is required for all requests to add adult household members or live-in aides to the household. MHA's prior approval of additions to the household is required.

Only those persons listed on the most recent certification form and lease shall be permitted to be included in the family composition.

Screening of New Family Members

When an applicant or participant requests approval to add a new family member, the MHA will conduct a pre-certification screening of any proposed new adult member to determine whether the MHA will allow the family member to be added to the family composition.

Applicants or participants who fail to notify the MHA of additions to the household or who permit persons to be added to the family composition without undergoing screening are in violation of program requirements. Persons added without MHA approval will be considered unauthorized occupants and the entire household will be recommended for termination from the Housing Choice Voucher Programs.

Removing Household Members

Participant families must notify the MHA within 30 days if a family member moves out. This notification must be in writing or other prescribed electronic format. Verification of the removed household member's new residence may be required before MHA will remove a household member.

Criminal Backgrounds and Continuing Eligibility

In order to determine if participants and household members are in full compliance with participant responsibilities related to drug or other criminal activity, Memphis Housing Authority may conduct annual criminal background checks.

Memphis Housing Authority may conduct criminal background checks at recertification for continued participation in the Housing Choice Voucher Program or as a component of an investigation regarding violations of participant responsibilities. MHA may also provide information to Law Enforcement officials; obtain daily arrest reports and other records regarding drug related or other criminal activity which may be in violation of HCV participant responsibilities.

T. Contract Rent Increases

At all times during the assisted tenancy, the rent to the owner may not exceed the reasonable rent as most recently determined or re-determined by MHA.

MHA will re-determine the reasonableness of the rent under the following circumstances:

- Before any increase in the rent to the owner;
- If there is a 5 percent decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or
- If directed by HUD.

Rent increases will not be approved unless the rent is comparable and the unit is in decent, safe, and sanitary condition and the owner is in compliance with the terms of the HAP contract and lease.

The Contract Rent may not be increased during the initial term of the lease. After the initial term, owners may request an increase at any time but must provide written notice of any proposed increase to the family and to MHA in accordance with the lease and contract. The increase will not be approved unless the increased rent meets rent reasonableness requirements and the family agrees to the increase.

Families who wish to move because of the owner's rent increase will be required to give the owner proper notice and notify MHA at least 30 days in advance.

MHA may request that owners voluntarily defer rent increase requests when funding is insufficient to support increases.

U. Rent Abatement and Contract Terminations for HQS Violations

Non-Emergency HQS Inspections

MHA will advise the owner, in accordance with the HAP contract, when MHA plans to abate payments. MHA will also notify the family of this action and apprise the family of its responsibility, based on applicable State or local law, for the payment of the tenant share of rent to the owner. When an owner fails to correct cited repairs within the specified time frame, housing assistance payments will be abated at the end of the month in which the failed reinspection occurred, and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date; or
- The HAP contract expires or is terminated.

No retroactive payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, proration of the monthly HAP payment may be provided to the owner based on the date a MHA inspector certified the required work was completed.

MHA will terminate HAP contracts which are under abatement at the earlier of: a) the month the family living in the unit has moved, or b) two months after the last HAP payment was made.

Emergency HQS Inspections

In cases of owner or tenant failure to repair life-threatening conditions within the required 24- hour time period, HAP contracts will terminate the end of the month following expiration of a 30-day notice to terminate. Life-threatening conditions include, but are not limited to:

- No heat between November 1 and March 1.
- No water and/or electricity in the entire unit.
- Inoperable smoke detector on every level.
- Natural gas leak or fumes from any fuel burning equipment.
- Major plumbing leaks or flooding (such as sewer backup or stoppage).
- Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.
- Uninhabitable units due to fire, tornado, destroyed or vandalized property that prevents a tenant from using the bathroom or kitchen or from entering the dwelling unit.
- Unstable structural problems that may fall, including large tree branches, to the extent they are apparent.
- Other conditions that pose an immediate threat to health or safety, such as obstacles that prevent tenant's egress.

Owner Self-Certification of Repairs

When a unit has been inspected and fails to meet the Housing Quality Standards, MHA may elect to accept a self-certification signed by the owner and the tenant that the repairs have been completed. Owners and tenants may submit photographs verifying repairs for Annual and Complaint inspections only, in accordance with PIH Notices 2012-15 and 2013-17 or any superseding notice. Photos will be considered on a case-by-case basis. Units where verification of repair by self-certification and/or photographs are used, may be subject to additional quality control inspections.

MHA will not accept self-certifications on initial inspections, life-threatening deficiencies, if an inspection had more than ten deficiencies, or when the agency deems it is in the best interest of the agency.

V. Repayment Agreements

If a participant owes money to MHA, MHA may require the participant to enter into a repayment agreement or may require repayment on demand. MHA will enter into a repayment agreement when required by HUD regulations. If the participant does not comply with the repayment agreement, MHA may terminate the participant from the program. However, MHA will consider extenuating circumstances on a case-by-case basis.

If MHA determines that the family committed fraud or was grossly irresponsible, MHA may require the family to repay the entire amount in full or have its assistance terminated, since fraud or gross irresponsibility are considered a violation of a family obligation.

In no case does MHA have a responsibility to enter into a repayment agreement unless mandated by HUD. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and may be reported in HUD's EIV system as a debt owed. MHA may take such action, as necessary, to collect the amounts owed.

W. Family Moves

Moves Requested by Participant Family

A family is not permitted to move during the initial lease term. Thereafter, families may move no more frequently than once every twelve months. MHA may allow a family to move more frequently if there is a mutual rescission between the participant family and the owner.

A participant family, who wants to move, **must** vacate the unit in compliance with the lease (e.g. provide landlord with adequate notice). The family must provide MHA thirty (30) days written notice and a Request for Tenancy Approval in order to receive a Voucher to lease a new unit. MHA may opt to conduct a criminal background check of the members of the household who are 18 years of age and older prior to approving the issuance of a voucher to move. Provided all obligations have been met, the family will be issued a Voucher to lease a new unit. MHA will not unduly deny the issuance of a voucher based on an owner's report of non-compliance that has existed prior to the tenant's request, i.e. The owner reported that the tenant has owed rent for several months, but has not previously notified MHA nor has taken legal action.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, dating violence, stalking or sexual assault. MHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault or provide other documentation in lieu of the form. See Sections M and O for details.

MHA may deny a family permission to move (except for VAWA cases) when funding is insufficient to support a move to a higher cost unit.

Moves Required by MHA

MHA may require participant families to move from one unit to another unit if the unit is overcrowded, the owner fails to comply with HQS requirements or the unit is in foreclosure.

X. Family Break-Up

In the case of family break-up, MHA has the discretion to decide which members of an assisted family will continue to receive the housing assistance. The factors to be considered may include: whether the assistance should remain with family members remaining in the original assisted unit; the interest of minor children or of ill, elderly or disabled family members; and whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household. MHA will not approve a transfer of the voucher from one head of household to another head of household where it constitutes a violation of waiting list and preference policies.

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

Y. Termination of Tenancy

By the Owner:

An owner may evict the resident from the unit only by instituting a court action and only for one of the following reasons:

1. Serious violation (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;
2. Violation of Federal, State or local law which imposes obligations on the resident in connection with the occupancy or use of the dwelling unit and surrounding premises; or
3. Other good cause (only permitted after expiration of the initial lease term).
4. Owner termination of residency for other good cause may include:
 - The tenant's failure to accept the offer of a new lease in accordance with HUD regulations
 - A history of disturbances of neighbors or destruction of property;
 - Living or housekeeping habits resulting in damage to the unit or property;
 - Criminal activity by family members involving crimes of physical violence to persons or property;
 - A business or economic reason; and

- The owner's desire to utilize the unit for personal or family use.
- Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, an owner/manager may "bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove, or terminate occupancy rights for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict any tenant under program guidelines if s/he can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property. This list of examples is intended as a non-exclusive statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list.

If the owner opts not to renew the Lease or to terminate the HAP contract for a business or economic reason (such as the sale of the property, renovation of the unit or desire to rent the unit at a higher rate) or if the HAP contract is to expire, the owner must give written notice to the family and MHA in accordance with the lease.

The owner must notify MHA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the resident under State and local law. The notice to MHA may be given by furnishing to MHA a copy of the notice to the tenant.

By the Tenant:

The tenant may terminate the lease without cause at any time after the initial term of the lease, according to the requirements stated in the lease, with written notice by the tenant to the owner (with a copy to MHA). The tenant may, however, only receive a Voucher to move if it has been at least 12 months since the last household move with assistance.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, dating violence, stalking or sexual assault. MHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault or provide other documentation in lieu of the form. See Sections M and O for details.

Z. Denials and Terminations

MHA Termination of the HAP Contract

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases, the HAP contract will terminate on the last day of the month following the month in which MHA provided the owner with notice.

MHA may terminate the HAP contract for any owner breach of contract, including the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal housing programs;
3. Has a history or practice of failing to terminate tenancy of tenants of assisted units for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (a) threatens the right to peaceful enjoyment of the premises by other residents; (b) threatens the health or safety of other residents, of employees of MHA, or of owner employees or other persons engaged in management of the housing; (c) 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; or, (d) commits drug-related criminal activity or violent criminal activity.
4. Engaging in any drug-related criminal activity or any violent criminal activity; or
5. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program. (Only for projects with mortgages insured or loans made from HUD.)
6. Seriously delinquent taxes.
7. Habitual failure to maintain HQS.

The nature and extent of circumstances will be considered when such HAP contract terminations are proposed.

Denial or Termination of Assistance to Applicant/Participant Families:

MHA may deny housing assistance to any applicant household:

1. Who does not meet eligibility requirements, including providing valid social security number information for all household members;
2. Who has any household member who refuses to sign or submit consent forms;
3. Wherein the Total Tenant Payment is greater than the Payment Standard;

4. Who has any household member who has been evicted from public housing within the past five years or has outstanding balances to any PHA as recorded in HUD's EIV data system;
5. If MHA has ever terminated assistance to any household member under the Housing Choice Voucher Program; and
6. Who has any household member who illegally possesses weapons.

MHA may deny or terminate housing assistance to any applicant or participant household who:

1. Violates program obligations, including compliance with HQS.
2. Commits fraud in connection with this program or any other Federal housing assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may, at its discretion, offer the applicant or participant the opportunity to enter into an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may, at any time, deny or terminate assistance for breach of such agreement. (See also Section T. Repayment Agreements.)
3. Owes money to MHA or any other Housing Authority in connection with the Housing Choice Voucher Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Housing Choice Voucher participant;
4. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
5. Has \$0 in housing assistance payments paid on the family's behalf for six months;
6. Is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
7. Is convicted of other drug-related, violent or non-violent criminal activity within the past five years.
8. Is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household is known to have lived.
9. Has any household member who illegally possesses weapons.

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, MHA will consider all of the circumstances of the 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.

Per the 2005 Violence Against Women Act, the following tenancy protections have been instituted for victims of actual or threatened domestic violence or stalking:

- Incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault will not be considered to be “serious or repeated” violations of the lease or other “good cause” to terminate the assistance of victims of abuse.
- Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant’s control, shall not be cause for termination of assistance if a member of the tenant’s immediate family is the victim or threatened victim of that abuse.
- If an assisted household member engages in criminal acts of physical violence against family members or others, MHA may terminate assistance to the offending household member in order to terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.
- These protections will only be accorded to participants that complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault or provide other documentation in lieu of the form within specified timeframes. See Section O for documentation requirements.
- These statements do not limit the authority or ability of MHA to terminate assistance to any tenant under program guidelines if either MHA or the unit owner/manager can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than thirty (30) days to MHA. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of thirty (30) days. Subsequent to move-in, MHA will permit absences of no more than ninety (90) days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than ninety (90) days for a reason other than medical need, the unit will not be considered the family’s principal residence and the family shall be terminated from the program.

AA. Informal Reviews and Hearings

When possible and allowed by regulation/law, MHA may conduct administrative reviews of informal hearing/review requests and provide alternate resolutions at its discretion.

Informal Reviews of Procedural Compliance

To request an informal review of MHA's decision to deny assistance, an applicant for participation in the Housing Choice Voucher Program must submit a request for a review. The request must be submitted in writing or the prescribed electronic format, within (fifteen) 15 business days from the date of MHA's initial notice of determination. MHA shall give an applicant an opportunity for an informal review of a decision denying the applicant for one of the following reasons:

- Listing on MHA's waiting list;
- Issuance of a Voucher;
- Participation in the program; or
- Any type of preference.

Informal reviews will not be granted to applicants who dispute the following actions:

1. The number of bedrooms entered on the Voucher;
2. A determination that a unit does not meet or comply with Housing Quality Standards;
3. A decision not to approve a request for an extension of the term of the Voucher; or
4. General policy issues or class grievances.

The informal review shall be conducted by a staff member(s) designated by MHA, other than a person who made or approved the decision, or a subordinate of such person. A Hearing Panel may be appointed by MHA to conduct informal reviews.

MHA shall give the applicant prompt written notification of the result of the hearing. The notification shall:

- Be given personally to the applicant or member of the family or sent by first class mail to the last known address; and
- Give a brief statement of the reason(s) for the decision.

Informal Hearings

To request an informal hearing, the participant in the Housing Choice Voucher Program must submit a request in writing or prescribed electronic format, within fifteen (15) business days from the date of MHA's notice of adverse action. MHA shall give the participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and MHA rules in the following situations:

- A determination of the amount of Total Tenant Payment, Family Share, Family Rent to Owner, or Payment Standard. (This requirement does not apply to utility allowance schedules.)
- A decision to deny or terminate assistance on behalf of the participant;
- A determination that a participant family is residing in an overcrowded dwelling unit;
- In the case of a participant who wants to move to another dwelling unit, a determination of the number of bedrooms to be entered on a Voucher; and
- A decision to delay, terminate or deny assistance because of ineligible immigration status (this applies to both applicants and participants).

An informal hearing **will not** be granted to participants to review:

- General policy issues or class grievances;
- A determination that
 - a unit does not comply with Housing Quality Standards,
 - that the owner has failed to provide decent, safe and sanitary housing, or
 - that the unit is not decent, safe and sanitary because of an increase in family size or change in composition; or
- A decision by MHA to exercise any remedy against an owner.

The informal hearing for participants shall be conducted in accordance with the following procedures:

1. MHA shall appoint a hearing officer or panel to conduct the hearing, other than the person who made or approved the decision under review or a subordinate of such person;
2. The family has a right to a private hearing unless the participant requests a public hearing;
3. The family, at its own expense, may be represented by a lawyer or other representative;
4. The family or its counsel/representative shall be given an opportunity to examine evidence, question adverse witnesses, and to present testimony and evidence in its favor;
5. Evidence shall be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;
6. The hearing officer or panel shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing; and

7. A copy of the hearing decision shall be furnished promptly to the participant and the HCV department. .

The decision of the hearing officer will be binding unless MHA's Board determines that:

1. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA regulations, which adversely affects the complainant's rights, duties, welfare or status; or
2. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA.

If MHA determines that it is not bound by a hearing decision, MHA shall promptly notify the participant of the determination and of the reasons for the determination.

BB. Damages to the Unit, Unpaid Rent and Vacancy

MHA assumes no liability for damages, unpaid rent or vacancies. Owners are expected to collect a security deposit in accordance with local practices and enforce their lease regarding.

CC. Restrictions on Assistance to Noncitizens

As of June 19, 1995, HUD regulations prohibit MHA from providing housing assistance to noncitizens with ineligible immigration status. MHA will comply with all requirements of the regulations and the following policies:

Continued Assistance at Full Amount

Continued assistance at the full amount will be provided to certain mixed families. Mixed families are households in which one or more family members are citizens and/or have eligible immigration status and the remaining members do not. Mixed families that meet the following three criteria will receive continued assistance, at the full amount allowable under the Housing Choice Voucher Program, as long as they meet the requirements of the Housing Choice Voucher Program.

- The family was receiving assistance under a covered program as of 6/19/95;
- The family's head of household or spouse has eligible immigration status; and
- The only other people in the family without eligible immigration status are the head of household, spouse or parents or children of the head of household or spouse.

Prorated Assistance

All mixed families that are not eligible for, or interested in, continued assistance will be offered a prorated housing assistance payment based on the number of eligible family members. Applicant families who reject this option will not be assisted.

Extensions of Time to Document Status

Applicants and currently assisted households who have members who are noncitizens will be given an extension of time to submit evidence of eligible immigration status when the family:

- Submits the required declaration of eligible immigration status (see Section IV. C. Determination of Eligibility); and
- Certifies the evidence needed is temporarily unavailable, additional time is needed, and that prompt and diligent efforts will be undertaken to obtain the evidence.

MHA will notify families of whether their extension has been granted or denied, and the time period for the extension based on the circumstances. If the extension is denied, MHA will provide the reason for denial.

Denial or Termination of Assistance

Full or prorated assistance to an applicant or currently assisted household, with at least one person with documented status, will not be delayed, denied or terminated because of ineligible immigration status for the following reasons:

1. The INS verification process is not completed;
2. The family member in question moves;
3. The INS appeals process has not been completed;
4. For a currently assisted household, the informal hearing process is not complete;
5. Assistance is prorated; or
6. Mixed family assistance is continued or deferral of termination of assistance is granted.

Once the INS appeal process is completed, assistance to an applicant may be delayed (but not denied) until any requested MHA hearing is concluded.

Assistance to an applicant will be denied and a currently assisted household's assistance terminated when:

- Declaration of citizenship or eligible immigration status is not submitted by the specified deadline or any extension; or
- Required evidence is submitted but INS primary and secondary verification does not verify immigration status, and
 - Family does not pursue INS or MHA appeal; or
 - INS or MHA appeal is pursued but decision(s) are rendered against family.

MHA will send a notice when it decides to deny or terminate assistance for a household. The notice will include the reason for a denial, if the family has any rights to prorated assistance, the right to appeal to the INS and the right to request an informal hearing in lieu of or after the INS appeal.

- For applicants, the notice will advise that assistance may not be delayed until the conclusion of the INS appeal process but may be delayed during the informal hearing process.

INS Appeals

If the secondary verification process does not confirm eligible status, MHA will notify the family in writing of the INS verification results and send the family a delay, denial or termination of assistance notice which informs the family of the right to file an appeal with the INS. The family has thirty (30) days from the date of notification to request an appeal with the INS, in writing.

MHA may give a family an extension of time to file a request for extenuating circumstances.

No delay, denial or termination of assistance on the basis of immigration status will occur until the INS appeal process is completed.

When MHA receives a copy of the INS decision, MHA will notify families in writing of decisions concerning eligibility for assistance. If a family is ineligible, the notification will include the reasons and inform the family of its right to request an informal hearing.

Informal Hearings

Families who are denied eligibility because they do not meet the requirements of the restrictions on assistance to non-citizens, may request an informal hearing within fifteen (15) days of the mailing of the INS decision or within fifteen (15) business days of MHA's decision to delay, terminate or deny assistance, or in lieu of an INS appeal. MHA will extend this request period for a specified period of time for good cause.

For currently assisted households, the informal hearing procedures are described under Section IV. Y. Informal Reviews and Hearings. For applicants, an informal hearing will be conducted by a person designated by the HA who may not be the person who made or approved the decision or a subordinate of the person who made or approved the decision. Applicant families requesting a hearing shall:

1. Have the opportunity to examine and copy documents pertaining to eligibility status (at their own expense);
2. Have the opportunity to present evidence and arguments in support of eligible status;
3. Have the opportunity to contest evidence used by the HA and to confront and cross-examine witnesses called by the HA;
4. Be entitled to be represented by an attorney or other designee;

5. Be entitled to arrange for an interpreter at the expense of the applicant or the HA, as agreed upon by both parties;
6. Be entitled to have the hearing recorded by audiotape.

MHA will notify the family of its decision within fifteen (15) business days of the informal hearing.

DD. Administrative Fee Reserve Expenditures

Expenditures from the administrative fee reserve of the HCV program in excess of \$100,000 will be approved by the MHA Board. The Executive Director or his designee must approve expenditures of less than \$100,000.

EE. HAP Termination due to Insufficient Funding

MHA may terminate the HAP contract if it is determined, in accordance with USHUD requirements, that the funding under the consolidated ACC is insufficient to support the continued assistance for families in the program. In the event the termination of HAP contracts becomes necessary, MHA shall exempt the following:

- Elderly persons, sixty-two (62) years and older
- Disabled families
- Section 8 Homeownership Program applicants
- Families receiving voucher assistance as a result of relocation due to HOPE VI development
- Families receiving voucher assistance through special allocations in VASH, DHAP Mainstream programs.

MHA reserves the right to determine the methodology of termination of HAP contracts. Such methodology shall be based on income. Families currently paying seventy-five percent (75%) or more of contract rent will have the HAP contracts terminated. If after terminating families paying seventy-five percent (75%) or more of contract rent, there continues to be insufficient funding, the families paying fifty percent (50%) to seventy-four percent (74%) of contract rent will be terminated. If there continues to be insufficient funding, then, families paying twenty-five percent (25%) to forty-nine percent (49%) of contract rent will be terminated. The order of families being terminated in these payment groups shall be conducted on a first in, first out basis. i.e., those families who have participated the longest in the program by lease-up date will be the first HAP contracts terminated. Notice of the HAP contract termination will be provided to the tenant and owner. Families terminated due to lack of sufficient HAP funding leaving in good standing shall be afforded, when available, other housing opportunities. Families removed from the program shall be placed on a list until funding is available for re-housing.

VII. Monitoring Program Performance

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in applicant and participant files. Inactive files and records related to immigration status will be maintained and disposed of in accordance with HUD and MHA requirements.

All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA's policies.

In order to ensure adherence to the Housing Quality Standards and to monitor inspection determinations, a qualified staff person or agent of the Authority, who did not conduct the original or reinspection, will re-inspect a random sample of the approved units.

VIII. Interpretation and Amendment

A. Interpretation

The policies set forth herein shall be interpreted, implemented and acted upon in relation to the laws of the United States and the State of Tennessee, and all rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the Policies and Procedures described in this Administrative Plan and all of which are incorporated herein by reference and all current rules, regulations and policies, including, but not limited to, Income Limits, Utility Schedules and Fair Market Rents, shall be in accordance with Federal law.

B. Amendment

The policies outlined herein shall be amended only by resolution adopted by the affirmative vote of the MHA Board upon recommendation by MHA. No action shall be required to make changes required by laws of the United States or the State of Tennessee or any rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the herein expressed Policies, and all of which are incorporated herein by reference. MHA Board of Directors will be notified of any subsequent changes that may be effective through new Federal regulations.

IX. Veterans Affairs Supportive Housing (VASH)

The Veterans Affairs Supportive Housing (VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating veterans at the VA medical center (VAMC).

MHA is committed to follow all applicable program rules and regulations as established by HUD and other applicable federal statutes in the administration and implementation of these program vouchers, particularly, but not limited to those published in the March 23, 2012, Federal Register, pp. 17086-19090 entitled Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-VA Supportive Housing Program.

Program Guidelines

Veterans who are receiving case management from the VA are referred to MHA by the VAMC. The VASH program is operated the same as the Housing Choice Voucher program except that:

1. To remain eligible, the veteran must be receiving case management from the VA or have been determined by the VA to no longer need case management services.
2. VASH vouchers may only port to another jurisdiction where they will still receive case management.
3. Upon completion of case management, the veteran may transfer to a Housing Choice Voucher, if available, without being on the waiting list.

X. Project-Based Voucher Program

A. Overall Approach

MHA may designate a maximum of twenty percent (20%) of its non-targeted housing choice voucher allocation for project-based vouchers in order to administer project-based Voucher assistance. MHA will project-base the vouchers for newly constructed, rehabilitated or existing housing units. MHA will enter into a Housing Assistance Payments (HAP) contract with qualified owners to provide project-based voucher assistance in compliance with MHA's PHA plan and consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities.

B. Program Objectives

The project-based voucher program is intended to provide housing assistance to individuals and families so that specific objectives can be accomplished in accordance with HUD's regulations as follows:

- A. To encourage developers or property owners, including non-profit housing development corporations, to construct standard, or to upgrade substandard, rental stock throughout Memphis;
- B. To make existing, newly constructed or rehabilitated dwelling units available to very-low and low-income persons at rents within the MHA's applicable payment standard.

Preference will be given to proposals that intend to attach project-based assistance to projects that meet or exceed targeted development areas as defined by the Consolidated Plan, or that compliment development priorities of the MHA. Projects that serve elderly or disabled populations or enhance participant self-sufficiency will receive greater consideration.

However, as permitted under 24 CFR 983.51, beside selection through MHA's Request for Proposal (RFP) process, the agency may select developments for project based vouchers that have

gone through a competitive selection process for housing assistance under a local, state or federal program.

C. Program Requirements

At its discretion, MHA will solicit proposals from developers, property owners and nonprofit housing corporations to participate in the project-based voucher program. Project based assistance may be attached to existing units, units to be rehabilitated and newly constructed units. In addition, a maximum of twenty-five percent (25%) percent of the units in any one project may receive project-based voucher assistance. However, single-family properties and properties designated for elderly families, disabled families, or families receiving supportive services are exempt from the twenty-five percent (25%) limit. The types of services that MHA will deem eligible to qualify a project to meet HUD's definition of families receiving supportive services include, but are not limited to:

- Household Training (e.g.: homemaking, parenting skills, money management);
- Job Training (preparation and counseling, job development and placement,
- follow-up assistance after job placement, completion of FSS "Contract of
- Family Participation);
- Self Sufficiency Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency);
- Remedial Education (education for the completion of
- Secondary or post-secondary education); and
- Substance Abuse Treatment (counseling and treatment for substance abuse).

It is not necessary that the services be provided at or by the project, if they are approved services. To qualify for occupancy of an exempt supportive services unit, the family residing in must have at least one member receiving at least one qualifying supportive service. The MHA will require owners of such projects to submit a Progress Report to ensure compliance with the supportive service exemption on the number of units per project. MHA shall use the Progress Report to monitor the family's continued receipt of supportive services, and shall take appropriate action regarding those families that fail without good cause to complete their supportive services requirements.

For the purposes of the project-based voucher program, existing units require a minimum expenditure of no less than \$1,000 per assisted unit, including a prorated share of work on common areas or systems to comply with federal housing quality standards (HQS) at the time MHA notifies the applicant of selection. Rehabilitated units, for the purpose of the project-based voucher program, are units that require a minimum expenditure of \$1,000 per assisted unit, including a prorated share of work on common areas or systems to comply with HQS.

All subsidized units in the building receiving project-based assistance shall be inspected for HQS, as stipulated in this Administrative Plan. MHA shall inspect each unit on an annual basis. Only units that comply with HQS shall be included in the HAP contract.

For units undergoing rehabilitation or new construction concerning site and neighborhood standards apply. The site shall be accessible to social, recreational, educational, commercial, health facilities, and other appropriate municipal facilities and services.

Properties to be assisted under the project-based voucher program will be subject to the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA) and the requirements of 49 CFR, Part 24, subpart B.

D. Location of Project-Based Vouchers

MHA may administer the program on a city-wide basis. In compliance with the federal regulations and the MHA's Equal Housing Opportunity Plan, suitable dwelling units must be made available under the project-based voucher program in structures that exceed in quality, design or type units generally available in the local market if they are not located in areas outside of low income and minority concentrations, unless a waiver is requested from and granted by HUD.

MHA may request exceptions of the requirement that project-based assistance be located in census tracts with a poverty rate of less than twenty percent (20%) percent, based upon the review of the proposals submitted to MHA.

E. Administrative Approach

MHA shall perform traditional Housing Choice Voucher program administrative responsibilities associated with the implementation of the project-based voucher program. These functions include, but are not limited to, outreach, review and selection of proposals, inspections, tenant selection from the waiting list, determination of tenant eligibility, and annual recertifications, in accordance with this Administrative Plan, for applications that involve new construction or rehabilitation of units. MHA Capital, accounting staff or designee may also perform work write-ups, cost estimates, and feasibility analyses.

MHA reserves the right to solicit proposals from private contractors to perform selected administrative responsibilities in the implementation of the project-based voucher program or may contract with the property owner or developer of the project-based property for any administrative functions that are the responsibility of the housing agency.

XI. Administration of Project-Based Program

A. Solicitation of Owner Proposals

MHA will solicit owner participation by advertising in four newspapers of general circulation, such as The Commercial Appeal, The Daily News, La Prensa Latina and The Tri-State Defender, stating proposals to attach rental assistance for specific properties will be accepted.

The advertisement may be published at least three times over a period of not less than thirty (30) days, and will include a statement that applications will not be accepted beyond the specified 30-day deadline. The advertisement will also specify the number of dwelling units the MHA estimates that it will be able to assist under the funding that MHA is making available for this purpose and

that only applications submitted in response to the advertisement will be considered. The advertisement will also state MHA's selection policies.

For proposals requiring new construction or rehabilitation of assisted units, MHA will establish competitive procedures for the submission of proposals, which will be submitted to HUD for approval.

An application packet will be prepared for distribution to interested parties, and will also be made available at MHA's administrative offices. The packet will contain a description of the project-based voucher program, an outline of the rules and regulations governing the project-based voucher program, the required contents of owner proposals, and the criteria that MHA will use in the selection of eligible proposals.

At MHA's discretion, additional information may be provided at pre-proposal conferences or workshops.

B. Requirements for the Submission of Proposals

The owner's submission of the application to the MHA must contain:

- A. Description of housing to be assisted, including the number of units by size (square footage); bedroom count; bathroom count; sketches of proposed new construction or rehabilitation, if applicable; unit plans; listing of amenities and services and estimated date of completion for units to be rehabilitated or constructed. For rehabilitation, the description must describe the property "as-is" and must also describe the proposed rehabilitation.
- B. Evidence of site control, and for new construction, identification and description of the proposed site, site plan and neighborhood.
- C. Evidence that the proposed new construction or rehabilitation is permitted by current zoning ordinances or regulations or evidence to indicate that the needed rezoning is likely and will not delay the project.
- D. The proposed contract rent per unit, including an indication of which utilities, services and equipment are included in the rent and which are not included.
- E. Information concerning the occupancy status of the units to be assisted under the project-based voucher program, including applicability of permanent and temporary relocation of site occupants.
- F. A certification from the owner that there will be no displacement of residential tenants from units to be assisted under the project-based voucher program.
- G. The identity of the owner, developer, builder, architect, management agent (and other participants) and the names of officers and principal members, shareholders, investors, and other parties have a financial interest; a disclosure of any possible conflict of interest by any of these parties; and information on the qualifications

and experience of the principal participants, including previous participation in any HUD programs.

- H. The owner's marketing plan.
- I. The owner's plan for managing and maintaining the units.
- J. Evidence of financing or lender interest and the proposed terms of financing.
- K. The proposed term of the HAP Contract.

C. Initial Inspection

Prior to the ranking and rating of proposals, an initial inspection will be performed by MHA staff for properties included in proposals accepted for consideration of rating and ranking. MHA will not inspect properties included in the proposals that do not meet threshold requirements for further consideration.

- A. The inspection will determine if the property is eligible as defined at 24 CFR § 983.101, meets federal HQS, and the occupancy status of the units to be assisted.
- B. For proposals which will involve rehabilitation, the inspection will also determine if the property can be rehabilitated without causing displacement of residential tenants from units to be assisted, will identify the rehabilitation work meets the minimum \$1,000 per unit requirement, and if the specific work items will bring the units in compliance with HQS.
- C. For proposals in which there will be new construction, the inspection will determine that construction work has not begun.
- D. Should MHA discover as a result of the initial inspection that the proposal does not meet program requirements, the owner will be informed in writing of the reasons for the rejection.

D. Rating and Ranking of Proposals

The rating and ranking of proposals will be performed by MHA staff. With regard to the initial screening of proposals, the criteria that will be utilized to determine whether a proposal should be rejected without further review or accepted for further consideration of rating and ranking will include:

- A. Receipt of the proposal by the date and time as specified in the advertisement
- B. Receipt of the proposal in the proper format, including submission of all specified forms with all of the entries completed as required

- C. Proposals that indicate gross rents will exceed one-hundred percent (100%) of MHA payment standards, or which clearly indicate that the proposed project is infeasible, will be rejected
- D. Proposals involving ineligible properties or housing types identified in 24 CFR 983.53 will be rejected.

Proposals will be evaluated based on the factors determined by MHA to rate and rank proposals. Among the factors to be considered in the ranking and rating of proposals include: suitability of the site to accommodate the number and type of units proposed for assistance, including environmental and health and safety concerns; design elements, with preference to proposals that offer larger units to be assisted; experience of the owner and other participants in providing affordable housing; plan for the relocation of current tenants, if applicable; and financial feasibility of the project.

For proposals that involve new construction or rehabilitation of units, additional factors will be considered: the estimated cost per unit of construction or rehabilitation, and the experience of the owner and other participants in construction or rehabilitation of rental properties in accordance with HUD regulations.

E. Notification to Owners

Proposals that have been received in response to the MHA's advertisement which comply with all of the prescribed selection criteria and procedures and are deemed feasible will be rated and ranked in accordance with MHA's written policies. The Owners who submitted the highest ranked feasible proposals will be sent a written Notice of Acceptance stating the tentative number of units to be assisted.

F. Selection of Contractor

Owners are responsible for the selection of a competent contractor to undertake the new construction or rehabilitation work under the AHAP contract. The owner, contractor and his/her subcontractors are subject to Section 3 of the Housing and Urban Development Act, as amended in 1968, and the regulations at 24 CFR part 135, which requires that training, employment and contracting opportunities be provided, where feasible, to low-income Section 3 residents. MHA shall provide oversight and assistance regarding the owner's responsibility under Section 3.

G. Uniform Federal Accessibility Standards: Section 504 and Fair Housing Act

The owner and his/her contractors and subcontractors are subject to compliance with the Fair Housing Acts, Americans with Disabilities Act and Section 504 of the Rehabilitation Act and are required to comply with Uniform Federal Accessibility Standards requirements for persons with disabilities and the Fair Housing Amendments Act. MHA will coordinate Section 504/ADA requirements.

H. Execution of the Agreement

When all required pre-Agreement procedures have been satisfactorily completed, the AHAP contract shall be executed. The AHAP must be executed before the start of any new construction or rehabilitation to be performed under the AHAP. Under the AHAP, the owner agrees to construct the units in accordance with MHA approved working drawings and specifications or to rehabilitate the units in accordance with MHA approved work write-ups.

XII. New Construction or Rehabilitation Phase

A. Timely Performance of Work

Immediately following the execution of the AHAP contract, the owner shall promptly proceed with the construction or rehabilitation work as provided in the agreement. In the event the work is not so commenced, diligently continued, or completed, MHA may terminate the Agreement or take other appropriate action.

B. Inspections

MHA, or its designee, shall conduct periodic inspections during the new construction or rehabilitation phase to ensure that work is proceeding on schedule and is being accomplished in accordance with the terms of the AHAP. Inspections shall be performed at such intervals so as to ensure that the work meets the levels of materials specified in the work write-ups or working drawings and specifications, and meets typical levels of workmanship in the area.

C. Changes to Work

Owners must obtain prior approval from the MHA for any changes from the work specified in the AHAP contract that would alter the design or quality of the required new construction or rehabilitation. If the owner makes any changes without the prior approval of MHA, MHA may request HUD to lower the initial contract rents in the amount determined by HUD, and may require the Owner to remedy any deficiencies, prior to, and as a condition for, acceptance of the units. MHA shall have the right to disapprove any changes requested by the owner.

D. Completion of New Construction or Rehabilitation

The owner must notify MHA in writing when the work is completed and submit evidence of completion. Among the documents the owner must submit is a Certificate of Occupancy or other official approvals required by the locality, and a certification that the work has been completed in accordance with the requirements of the AHAP.

The MHA will conduct a final inspection to verify the completion of all the work items required by the AHAP and a determination regarding compliance with Section 504/ADA/ Fair Housing Act, and other applicable laws, regulations and executive orders, HQS and the City of Memphis Building Code. If MHA determines from the review and inspection that the unit(s) has been completed in accordance with the AHAP contract, MHA shall accept the units(s).

If there are any items of delayed completion that are minor items or that are incomplete because of weather conditions, and in any case that do not preclude or affect occupancy, and all other requirements of the AHAP contract have been met, MHA shall accept the unit(s); however, MHA shall require the owner to deposit in escrow with MHA an amount MHA determines to be sufficient to ensure completion of the delayed items. In addition, the owner and MHA shall execute a written agreement, specifying the schedule for completion of these items. If the items are not completed within the agreed time period, MHA may terminate the AHAP contract or exercise other rights under the AHAP contract.

XIII. Housing Assistance Payments (HAP) Contract

1. Time of Execution

MHA and the owner shall execute the Housing Assistance Payments (HAP) contract if MHA determines from review and inspection that the unit(s) has been completed in accordance with the AHAP contract and the owner has submitted the required evidence of completion as set forth herein. The effective date of the contract may not be earlier than the date of MHA's inspection and acceptance of the unit(s).

2. Term of Contract

The HAP contract shall have a term no greater than fifteen (15) years, subject to available funding. At the discretion of the MHA and for a term determined by MHA, extension to the contract may be granted beyond the original term, contingent upon continued funding to achieve long-term availability of affordable housing for eligible households or to expand housing opportunities.

3. Initial Contract Rents

The HAP contract shall establish contract rents that will not exceed one-hundred percent (100%) of the Fair Market Rent (FMR) and will be the lowest of the reasonable rent or the rent requested by the owner. The initial contract rent must be reasonable in relation to rents currently being charged for units in the private unassisted market, taking into account the location, size, structure type, quality, amenities, facilities, and management and maintenance service of the unit.

If the property has been allocated low-income tax credits, but it is not located in a "qualified census tract", the rent to owner must not exceed the lowest of: the tax credit rent minus any utility allowance, the reasonable rent or the rent requested by the owner.

4. Contract Rent Adjustments

The HAP contract allows for adjustments in contract rent during the contract term and such adjusted rents shall be reasonable.

5. Vacancy Payment

If a unit becomes a vacant as a result of a tenant moving out, the MHA shall continue to provide assistance for the unit for up to a maximum of sixty (60) days. Such payment will be made only if

the vacancy is not a result of the owner's failure to take reasonable action to minimize such vacancies.

6. Reduction of Contract Units after Vacancy

If no eligible family rents a vacant unit with one hundred and twenty (120) days of the vacancy, the MHA may terminate its commitment to make additional assistance payments for the unit for the balance of the HAP contract.

In the event that MHA is the owner, developer or operator, all required approvals will be obtained from HUD or it's designee in lieu of MHA.

XIV. Management Phase

1. Family Selection and Participation

MHA will accept applications for project-based properties serving special needs populations (such as elderly, disabled, self-sufficiency) via referral from the property owner. The selection of tenants for the project-based voucher program will be consistent with the procedures detailed in this Administrative Plan. An applicant who rejects an offer of a project-based unit or who is rejected by the owner of the housing unit will remain in the same position on the tenant-based assistance list, as if the offer had not been made. If a dwelling unit to which assistance is to be attached under the project-based voucher program is occupied, MHA must determine whether the unit's occupants are eligible for assistance. If a unit is occupied by an eligible family and the unit is selected by MHA, the family must be placed in an appropriately size project-based assisted unit in the project without requiring the family to be placed on the MHA's waiting list.

In the event that there are an insufficient number of eligible persons on the waiting list, the MHA shall place applicants referred by the owner on the waiting list. Eligibility for selection in the Project-based voucher program shall be consistent with the MHA's tenant-based and project-based assistance programs.

Should a family elect to move from a unit assisted under the project-based voucher program after the initial year, MHA must provide the family with a Housing Choice Voucher. If no vouchers are available to the family, MHA must give the family priority to receive the next available tenant-based voucher.

2. Briefing of Families

When a family is selected to occupy a unit under the program, MHA shall provide the family with written information concerning the tenant rent and any applicable utility allowance. The information conveyed at the briefing will include, but not be limited to:

- A. Family and owner responsibilities,
- B. That the subsidy is tied to the unit and the family must occupy an approved unit under the program,

- C. The likelihood of the family receiving a Housing Choice Voucher after the HAP contract expires,
- D. The family's options under the project-based voucher, program, if the family is required to move because of a change in family size or composition, and
- E. Hearing procedures, including a description of the circumstances in which the MHA or its authorized contractor is required to provide the opportunity for an informal hearing and of the procedures for requesting a hearing.

3. Lease Requirements and Termination of Tenancy

The lease between the family and the owner shall be for one (1) year, or the remaining term of the HAP contract, if the contract will expire within one (1) year. The lease may contain a provision permitting the family to terminate the lease on not more than sixty (60) days advance written notice to the owner. In the case of a lease term for more than one (1) year, the lease must contain a provision permitting the family to terminate the lease on not more than sixty (60) days advance written notice to the owner after the first year of the term.

4. Informal Hearing and Review

The regulations at 24 CFR §§ 982.554 and 982.555 regarding informal reviews for applicants and informal hearings for participants, apply to this program. See the Administrative Plan for the MHA's informal review and hearing procedures.

5. Overcrowded and Under-Occupied and Accessible Units

If MHA determines that a family is occupying an overcrowded or under-occupied unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, MHA must notify the family and the owner of this determination and of MHA's offer of continued assistance. The continued assistance offer may be:

- A. Project-based voucher assistance in an appropriate size-unit (in the same building or another building);
- B. Other project-based housing assistance;
- C. Tenant-based rental assistance under the voucher program;
- D. Other comparable public or private tenant-based assistance (e.g. under the HOME program.)

The determination of the offer of continued assistance will be at the discretion of the MHA. However, if the MHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, MHA must terminate assistance payments for the project-based unit at the expiration of the term of the voucher.

If MHA offers the family the opportunity for another form of continued housing assistance, except for tenant-based voucher assistance, and the family does not accept the offer, does not move out of the Project-based Voucher unit within a reasonable time, or both, the MHA must terminate the housing assistance payments for the project-based unit.

APPENDIX 1

Definitions of Terms

Adult

A household member who has reached the age of legal majority in the State of Tennessee (18 years old) or a head, spouse, under the age of 18 who has executed the appropriate emancipated adult form.

Allowance for Dependents

A \$480 deduction is allowed for each family member who is a dependent. (See definition of Dependent.)

Allowance for Disability Assistance Expenses

The amount of Disability Assistance Expense in excess of three percent of annual income that enables a family member (including the disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the disabled person or other family members to work.

Allowance for Medical Expenses

For Elderly and Disabled Families (see definition of Elderly Family below) the amount of medical expenses (see definition of Medical Expenses below) in excess of three percent of annual income.

Annual Income

The anticipated total annual income, before deductions, of an eligible family from all sources for the 12-month period following the date of determination of income. When the cash value of a family's assets is greater than \$5,000, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

Applicant

A person who has filled out an application or pre-application with MHA for housing assistance.

Application

The full, formal and complete family information form signed by the head of household when the family is invited to complete eligibility determination. The applicant's signature (written or electronic) on the application form certifies that all information provided is complete and accurate.

Assets

The value of equity in real property, savings, stocks, bonds, checking, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not considered an asset. The value of such assets will be determined in accordance with HUD guidance.

Certification

To formally confirm the information provided in a document through written or electronic signature.

Child

A child is defined as a minor.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen

Means a citizen or native of the United States.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Dependent

A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or is a Full-time Student.

Disabled Family

A family in which the head of household, spouse, or co-head of household is a disabled person.

Disabled Person

A person is considered disabled if one of the following definitions is met.

- a. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

- b. A person having a physical or mental impairment that:
 - 1. Is expected to be of a long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and
 - 3. Is of such a nature that such ability could be improved by more suitable housing conditions.

- c. A developmental disability is a severe, chronic disability which:
 - 1. Is attributable to a mental and/or physical impairment;
 - 2. Was manifested before the age of 22;
 - 3. Is likely to continue indefinitely;

Results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND

Requires special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned or coordinated.

- d. No individual shall be considered a person with disabilities, for the purpose of eligibility for Housing Choice Voucher Housing assistance, on the basis of any drug or alcohol dependence.

Displaced Person

A person displaced by government 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 laws.

Elderly Family

A family whose head or spouse (or sole member) is a person who is 62 years of age or older. It may include two or more Elderly Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well-being.

Elderly Person

A person who is at least 62 years of age.

Eviction

The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and Tennessee law, or for other good cause.

Extremely Low Income Family

A family whose Annual Income does not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by HUD with adjustments for family size.

Family and Family Composition

Regardless of actual perceived sexual orientation, gender identity or marital status, a family is:

- a. A single person, who may be an elderly, displaced person, disabled person, near-elderly person or any other single person family. A single, pregnant woman is considered a two-person family for purposes of the Housing Choice Voucher Program.
- b. A group of persons residing together and such group includes, but is not limited to a family with or without children; an elderly family; a near-elderly family; a disabled family; a displaced family and the remaining member of a tenant family whose income and resources are available to meet the family's needs.

Family Share

The full amount of housing costs for which the family is responsible.

Family Rent to Owner

The amount paid by the family that is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

Foster Care Payment

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

Full-time Student

A person who is carrying a subject load that is considered full-time for day 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 an institution offering a college degree.

Disability Assistance Expenses

Reasonable expenses in excess of three percent of annual income that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Extremely Low-Income Family

A family whose annual income does not exceed 30% of the area median income or the Federal poverty level, whichever is higher.

Gender Identity

Actual or perceived gender-related characteristics.

Head of Household

An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

History or Practice

A history or practice refers to actions or activities that have occurred more than once (i.e. repeated).

HUD

The U.S. Department of Housing and Urban Development or its designee.

INS

U.S. Immigration and Naturalization Service.

Lease

A written agreement between the family and the owner of a housing unit.

Live-in Aide

A person who resides with someone who is age 50 or older, disabled or handicapped person or persons and who:

- a. Is determined by MHA to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and

Would not be living in the unit except to provide necessary supportive services.

A live-in aide does not qualify as the remaining member of a tenant family. A live-in aide may include more than one person.

Low Income Families

A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for family size.

Medical Expenses

Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

MHA

Memphis Housing Authority.

Minimum Rent

The minimum monthly rent contribution to be paid by a family assisted under the Housing Choice Voucher program. The minimum rent established by MHA is \$50 per month.

Mixed Family

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income

1/12 of Annual Adjusted Income.

Monthly Income

1/12 of Annual Income.

National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Net Family Assets

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land. (The value of necessary items of

personal property such as furniture and automobiles is excluded.) Value of savings and checking accounts is determined utilizing the most recent ending (current) balance.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

In determining the Net Family Assets, MHA shall include the value of any assets greater than \$5000 which were 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 any consideration received for the asset.

Owner (including a principal or other interested party)

Possessor of property.

Overcrowded Household

A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

Overhoused Household

A participant family with a greater number of bedrooms than required for the family members.

Pre-Application

A preliminary application form designed to collect information to determine preliminary eligibility for placement on the waiting list.

Portability Eligibility

Families whose head of household or spouse lived in the MHA jurisdiction at the time of application.

Reexamination

The process of securing documentation to recomputed rent and subsidy, and to determine that participants meet the eligibility requirements for continued assistance.

Reexamination Effective Date

The date established by MHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. The anniversary of the first of the month the tenant was assisted under the assistance contract in effect.

Remaining Member of the Tenant Family

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left. A live-in aide, foster children and foster adults do not qualify as the remaining member of a tenant family.

Rent to Owner

The rent charged by the owner, including owner paid utilities.

Service Provider

A person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Sexual Orientation

Homosexuality, heterosexuality or bisexuality.

Single Person

A person who lives alone or intends to live alone.

Spouse

Either member of a married pair in relation to the other; the husband or wife of the head of household.

Stalking

For purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) an affiliated individual of that person; or (iii) the spouse or intimate partner of that person.

Supportive Services

Services that help support a family's successful tenancy and address their needs in a broad range of areas, including but not limited to: Household Training, Job Training, Self Sufficiency Services and Resources, Remedial Education and Substance Abuse Treatment.

Temporary Deferral of Termination of Assistance

A specific period of time in which the family would continue to receive full assistance before assistance is terminated.

Tolling

The suspension of the search time that a family is allotted on their voucher.

Total Family Income

Annual Income as defined above.

Total Tenant Payment

An amount equal to 30 percent of the family's monthly-adjusted income; 10 percent of the gross monthly income of the family occupying the dwelling unit; or the monthly minimum rent of \$50, whichever amount is greater. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

Utility Allowance

An amount determined by MHA as an allowance for the cost of utilities (except telephone and cable TV) payable directly by the tenant.

Utility Reimbursement

The amount by which the Utility Allowance for the unit exceeds the Family Share (negative rent).

Very-Low Income Family

A family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size.

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. Also known as Temporary Assistance to Needy Families (TANF).

APPENDIX 2

Limited English Proficiency (LEP) Policy

Memphis Housing Authority is committed to ensuring the accessibility of its program and activities to all eligible applicants and program participants. Based on U.S. Census data and the practices of other organizations within the jurisdiction, MHA will translate all Vital Documents into English only at this time. The data available to MHA is insufficient to support the need for additional languages. If MHA determines that documents must be translated into additional languages, the documents will be translated in the same priority as those documents translated into English.

Although the Census Data revealed that less than 10% of the residents in MHA's jurisdiction speak languages other than English as a first language, MHA has implemented a plan to ensure that the entire local population, including those with LEP, is adequately provided meaning access to its programs and activities, without discrimination. MHA shall provide high quality customer service to persons with Limited English Proficiency as follows:

- Assist applicants and residents with issues related to MHA's housing programs and by provided information about the resources available for LEP families and how to access those resources.
- Vital documents, letters and signs to be posted in public places are translated in English.

Policies and practices are designed to provide assurances that all persons with disabilities are provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations may be made known by including notices on forms and letters to all families, and all requests may be verified so that these needs can be properly accommodated. All mailings may be made available in an accessible format upon request, as a reasonable accommodation. Organizations that provide assistance for hearing-impaired and sight-impaired persons may be utilized.

A. Language Assistance

1. If an individual asks for language assistance and MHA determines that the individual is an LEP Individual and that language assistance is necessary to provide Meaningful Access, MHA will make reasonable efforts to provide free language assistance. If reasonably possible MHA will provide this language assistance in the LEP Individual's preferred language. MHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide Meaningful Access.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language, and/or translation, which means the written transfer of a message from one language into another language. When

necessary, MHA shall make oral and written interpretation services available for all LEP Individuals.

3. MHA will re-evaluate these procedures as necessary based upon requests for interpreters and/or translation to determine if any changes are necessary.

B. Translation of Documents

In determining whether it is feasible to translate documents into other languages, MHA will consider the following factors:

1. The number of applicants and participants who do not speak English and speak another language for adequate understanding.
2. The cost per client of translating the documents into another language.
3. In determining whether it is feasible to provide translation of documents written in English into other languages, the following factors will be considered:
 - a. Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
 - b. Estimated cost per client of translation of English written documents into the other language.
 - c. The availability of organizations to provide translation services to families.
4. The availability of translation and/or interpreter services in MHA's jurisdiction. At a minimum, MHA will prepare the following information in a clearly written format:
 - a. Marketing and informational material;
 - b. Application process information;
 - c. The application;
 - d. All form letters and notices to the applicant/participant;
 - e. The PHA's general policy regarding reasonable accommodation;
 - f. New participant orientation materials;
 - g. The voucher and any applicable program rules;
 - h. Information on opening, closing and up-dating the waiting list; and
 - i. All information related to applicant/participant rights (informal/formal hearings, grievance procedures, etc.).

Documents intended for use by applicants and participants will be simple and clearly written to enable applicants with learning or cognitive disabilities to understand as much as possible. Sign language interpreters may be provided for hearing-impaired applicants and participants if requested as a reasonable accommodation. For applicants and participants unable to read, staff will read and explain orally any documents they would normally provide to an applicant/participant to be read or filled out. Staff will assist in completing forms and other required documents for persons unable to write.

C. LEP PLAN DISTRIBUTION AND TRAINING

The LEP Plan will be:

- Distributed to all staff likely to communicate with LEP Individuals.
- Explained in training sessions for supervisors and other staff likely to communicate with LEP Individuals.

APPENDIX 3

Tenancy Protections for Victims of Abuse Under the Violence Against Women Act (VAWA)

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), and as incorporated into the HAP Contract and Tenancy Addendum, MHA and unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant’s control, shall not be cause for denial of admission, termination of assistance, tenancy or occupancy rights if a member of the tenant’s immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, MHA may terminate assistance to the offending household member, or an owner/manager may “bifurcate” a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or MHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under MHA’s portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit.

MHA will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse complete HUD-Form 50066, Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault. The victim shall provide the name of the perpetrator on the form only if the name of the perpetrator is safe to provide and is known to the victim. In lieu of, or in addition to the form, a victim may provide to MHA:

- a document that is signed by the applicant, participant, or tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional who assisted the victim relating to domestic violence, dating violence, sexual assault, or stalking. The professional must state, under penalty of perjury, that he or she believes that the abuse meets the requirements under VAWA;

- a Federal, State, tribal, territorial, or local police or court record;
- a record of an administration agency; or
- a statement or other evidence provided by the applicant, participant, or tenant at the discretion of MHA or the landlord.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault within 14 business days of receiving the written request for the certification from MHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by MHA, none of the protections afforded to victims of domestic violence, dating violence, stalking or sexual assault (collectively “domestic violence”) will apply. MHA, at its discretion, may extend the 14-day deadline.

All information provided by the victim to an MHA employee or unit owner/manager relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

- Requested or consented by the individual in writing;
- Required for use in an eviction proceeding or termination of assistance; or,
- Otherwise required by applicable law.

MHA shall cooperate with organizations and entities that provide shelter or services to victims of domestic violence, dating violence, sexual assault, or stalking. If MHA staff becomes aware that an assisted person is a victim of domestic violence, dating violence, sexual assault, or stalking, MHA will refer the victim to shelter or other service providers as appropriate. This Policy does not create any legal obligation requiring MHA to maintain a relationship with a particular shelter or service provider to victims or to make a referral in any particular case.