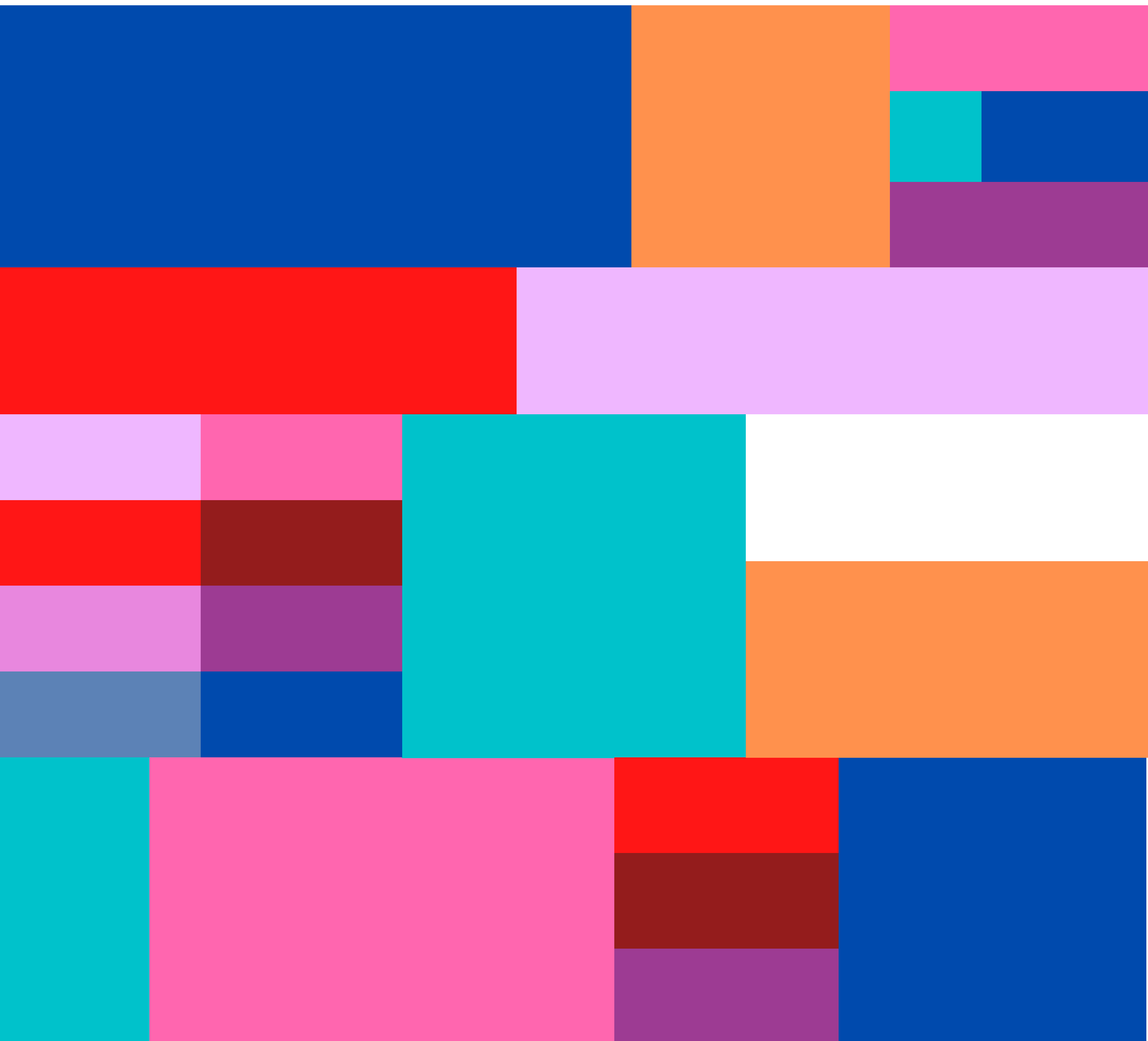


ROCKVILLE HOUSING ENTERPRISES

# ADMINISTRATIVE PLAN

*Housing Choice Voucher Program*

EFFECTIVE OCTOBER 2022  
REVISED JULY 2022



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# **ROCKVILLE HOUSING ENTERPRISES**

## **ADMINISTRATIVE PLAN**

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# **ROCKVILLE HOUSING ENTERPRISES**

## **ADMINISTRATIVE PLAN**

### **INTRODUCTION**

The Housing Choice Voucher Program (HCV) was enacted as part of the Housing and Community Development Act of 1974, which recodifies the U.S. Housing Act of 1937. The Act as amended and its requirements, as they apply to the Housing Choice Voucher and Moderate Rehabilitation Programs, are described in and implemented through this Administrative Plan (hereafter referred to as the Plan). The Plan establishes local written policies for administration of the program in accordance with the United States Department of Housing and Urban Development (HUD) requirements and consistent with local objectives on matters for which the Public Housing Authority (PHA) has discretion.

Rockville Housing Enterprises (RHE) has full responsibility for the satisfactory completion of all contractual obligations to HUD and for complying with HUD regulations pertaining to these programs and with any changes to those regulations implemented after the adoption of this Plan. If such changes conflict with the Plan, HUD regulations will have precedence. HUD regulations are spelled out in the Code of Federal Regulations (CFR). The portions of federal regulations relevant to the Housing Choice Voucher Program are found in volume 24 of the CFR. The bulk of the relevant regulations are found at 24 CFR Part 5 and 24 CFR 982. Citations to relevant sections of the CFR are included throughout this Plan. The administrative burden for implementation and compliance with the federal regulations rests with RHE.

The Plan covers both admission and continued participation policies for the HCV Program. Changes to the Plan will be approved by the RHE Board of Commissioners and a copy of the changes will be made available to HUD.

### **MOVING TO WORK (MTW) DEMONSTRATION PROGRAM**

Moving to Work (MTW) is a United States Department of Housing and Urban Development (HUD) sponsored demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally designed strategies that use federal dollars more efficiently, help residents and participants find employment and become self-sufficient, and increase housing choices for low-income families. MTW gives PHAs exemptions from many existing public housing and voucher rules (Sections 8 and 9 of the Housing Act of 1937, as amended, 42 U.S.C. § 1437 et seq) and more flexibility with how they use their federal funds. MTW PHAs are expected to use the opportunities presented by MTW to inform HUD about ways to better address local community needs.

### **RHE' PARTICIPATION IN THE MTW DEMONSTRATION PROGRAM**

RHE became an MTW agency in January 2021 and will remain an MTW agency until 2041. With this designation, RHE is able to modify its policies and procedures to achieve the objectives of the MTW program. Through “waivers” or activities, RHE has made internal and

external programmatic changes to both its Public Housing and Housing Choice Voucher Programs. The Plan reflects these changes as they are proposed and approved by HUD. Approved and pending MTW activities are included in the appropriate chapter with the Plan.

## **AGENCY BACKGROUND**

RHE, formerly the Housing Authority of the city of Rockville, was founded in 1956 to provide public and assisted housing to the citizens of Rockville, Maryland, a city located in the suburbs of Washington, DC. The agency is governed by a five-member Board of Commissioners appointed by the Mayor and City Council of Rockville. The Board of Commissioners is made up of a diverse group of community leaders that meet monthly to establish and oversee all RHE policies and activities, including selection of the Executive Director, who monitors all day-to-day agency functions, including fiscal, property management, and programmatic activities.

## **RHE MISSION AND GOALS**

RHE' mission is to be an effective and innovative public agency dedicated to enhancing opportunities for self-sufficiency, quality, and affordable housing for the citizens of the city of Rockville.

Specific goals related to the mission include:

- (1) To be an outstanding landlord.
- (2) To assist residents in the move to self-sufficiency.
- (3) To continue to be an effective affordable housing provider

## **CHAPTER 1: RHE HOUSING PROGRAMS**

### **1.1. RHE HOUSING PROGRAMS**

#### **1.1.a. RHE Housing Choice Voucher Program**

Rockville Housing Enterprises currently operates a Housing Choice Voucher Program funded by HUD. The program began in 1992 when RHE and HUD entered into an Annual Contributions Contract for the administration of Housing Assistance Payments (HAP) to assist low-income families. Successful operation of the program since that time has resulted in subsequent funding from HUD through allocation by a fair share formula or by awarding of funds through a competitive process resulting in funds supporting payments to assist many additional families.

RHE' mission for the housing voucher program is to provide rent subsidies and affordable housing choices to qualified families while simultaneously providing customer friendly service to applicants, participating families, landlords, and the community at large. The purpose of this program is to enable families of very low and extremely low incomes to seek decent housing of

their choice in the private market, and to receive the rental assistance necessary to obtain that housing. The HCV program provides Housing Assistance Payments (the difference between what an eligible family can afford to pay for housing and the amount required to obtain decent housing throughout the city of Rockville) as determined in accordance with schedules and criteria established by HUD.

RHE owns 80 units of public housing and administers approximately 471 housing vouchers including 50 Mainstream vouchers, which provide housing assistance to households whose head, spouse, or sole member is a person with disabilities.

In addition, RHE administers assistance for the Moderate Rehabilitation Single Room Occupancy (SRO) program as well as the Project-Based Voucher Program.

### **1.1.b. Other RHE Grants and Programs**

RHE receives funding from HUD for an HCV Family Self-Sufficiency program.

**Family Self-Sufficiency (FSS) Program.** RHE has received funding to offer a Family Self-Sufficiency program to HCV participants. The program focuses on assisting families to become economically independent within five years of program enrollment. Services include basic education courses, job training, childcare, and counseling. The FSS Coordinator for the HCV program recruits families, maintains records of families who participate in the program, coordinates program activities (including reconciliation of FSS escrow accounts), and refers clients to services available in the community.

## **1.2. FAIR HOUSING GOALS**

RHE complies fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment (24 CFR 982.54). Except as otherwise provided in 24 CFR Part 8, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because of RHE' facilities being inaccessible to or unusable by persons with disabilities. RHE' offices are accessible to persons with physical disabilities and telephone access for the hearing impaired is available through a TTY telephone number.

It is the policy of RHE to ensure that all persons with disabilities are provided reasonable accommodation, so that they may fully access and utilize the housing program and its related services. Before approving a reasonable accommodation request, RHE must determine that the requested modification will not create a financial or administrative burden for the agency and must receive verification from an appropriate professional that the specific accommodation requested is necessary for the person with disabilities to fully participate in the HCV program.

RHE will endeavor to employ bilingual staff or to foster relationships with organizations that can provide translation services to families in which English is not their first language. These services are to be made available at the request of the applicant.

In the selection and leasing process, RHE provides all applicants with written materials on federal, state, and local laws and a copy of the housing discrimination complaint form to be used as an available recourse if they believe they are victims of discrimination.

RHE publishes and disseminates information about the availability and nature of housing assistance and advises service providers of housing eligibility guidelines, so they can make appropriate referrals.

Owners of accessible units and units in neighborhoods with the lowest poverty and racial concentrations are encouraged to make units available to voucher holders to expand housing opportunities for assisted families. RHE will make additional efforts to help disabled persons find satisfactory housing upon request.

Families who have been issued vouchers are responsible for finding units and negotiating lease agreements with private market owners. RHE provides program training and assistance to eligible families for obtaining units. It should be noted that the legislative intent of this program is to place the responsibility for obtaining a home on the individual family, thereby (1) reducing the dependency of families on local housing authorities and (2) providing families with greater freedom of choice as to type, size, and location of their homes. Therefore, RHE assistance focuses on encouraging families' self-sufficiency and independence.

In no event may any family participating in any of the programs described herein simultaneously receive the benefit of more than one of the following: housing voucher assistance, Section 811 rent supplements, Section 236 Rental Assistance Payments, tenant-based assistance under the HOME Program, Public or Indian housing assistance, any local or state rent subsidy, or other duplicate subsidy as determined by HUD. 24 CFR982.352

This Plan is organized as follows:

- (1) Introduction & RHE Housing Programs
- (2) Program Objectives
- (3) Eligibility for Assistance
- (4) Annual and Adjusted Income Verification
- (5) Application, Waiting List Management, and Tenant Selection
- (6) Voucher Issuance
- (7) Leasing and Portability
- (8) Ongoing Occupancy Functions
- (9) Special Programs
- (10) Appendices

### **1.3. FILE RETENTION POLICY**

RHE will keep tenant file information for three years after the date of the end of program participation. After the three-year period, the tenant file will be discarded and shredded.

RHE will keep the initial certification and the last three years of tenant certifications (both

annual and interim) in the tenant file. All tenant transactions that are older than three years not including the initial certification will be shredded.

## **CHAPTER 2. PROGRAM OBJECTIVES**

### **2.1. PURPOSE OF THE TENANT-BASED PROGRAMS**

24 CFR 982.1, 24 CFR 982.353

According to HUD, the purpose of the HCV program is to provide rent subsidies, so eligible families can afford decent, safe, and sanitary housing. The family may rent a unit anywhere in the United States in the jurisdiction of a PHA that administers an HCV program. The HCV program is designed to promote freedom of housing choice and spatial deconcentration of very low-income families of all races and ethnic backgrounds.

#### **2.1.a. Unit Allocation**

The allocation of housing voucher units is tailored to meet the needs of the people of the corporate limits of the city of Rockville, Maryland and is consistent with the Consolidated Plan of the Department of Housing and Community Affairs for Montgomery County, Maryland, and the city of Rockville, which is prepared annually in conjunction with the Community Development Block Grant applications.

#### **2.1.b. Program Monitoring and Data Collection**

The housing voucher staff has the responsibility to monitor:

- (1) The availability of funding to ensure the maximum use of funds.
- (2) The expiration and turnover of vouchers to ensure the maximum use.
- (3) The timeliness of the annual recertification process.
- (4) The management of the waiting list and the selection of families to receive assistance in accordance with the policies in this Plan.
- (5) To conduct quality control reviews.

Quality control reviews of a sample of files or records are drawn in an unbiased manner to determine that files and records conform to program requirements.

As specified by HUD's Section 8 Management Assessment Program (SEMAP) requirements, RHE performs supervisory quality control reviews through sampling of waiting list selections, rent reasonableness, adjusted income determinations, enforcement of the Housing Quality Standards (HQS) requirements, and the conduct of annual HQS inspections. (See SEMAP certification Form HUD 52648 in the Appendix).

#### **2.1.c. Expanding Housing Opportunities**

It is a goal of the federal HCV program that housing assistance should be used to help low-

income families move to areas without concentrations of poverty or minority populations. RHE supports and encourages this goal.

RHE encourages owners to list available units and maintains a link on the RHE website of potential unit availability. RHE provides maps to families looking for housing identifying the locations of job opportunities, schools, transportation, and other services. RHE briefing packets include information on available units and willing owners, an explanation of portability, and a list of portability contacts at neighboring housing authorities.

**2.2. HOUSING CHOICE VOUCHER PROGRAM RESPONSIBILITIES**

**2.2.a. RHE Responsibilities**  
24 CFR 982.153

RHE must comply with the consolidated Annual Contributions Contract (ACC), the application, HUD regulations and other requirements, and with RHE’ Administrative Plan. In administering the program, RHE must:

- (1) Publish and disseminate information about the availability and nature of housing assistance under the program.
- (2) Communicate the status of program availability to other service providers in the community and advise them of eligibility factors and guidelines so that they can make proper referrals to the program for their clients.
- (3) Explain the program to owners by holding individual and group briefings for owners who participate in or who are seeking information about the housing voucher program. The owner briefing is intended to:
  - (a) Explain how the program works.
  - (b) Explain how the program benefits owners.
  - (c) Explain owners’ responsibilities under the program. Emphasis is placed on quality screening.
- (4) Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration.
- (5) Affirmatively further fair housing goals and comply with equal opportunity requirements.
- (6) Make efforts to help people with disabilities find satisfactory housing.
- (7) Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide

- housing information to families selected.
- (8) Determine who can live in the assisted unit at admission and during the family's participation in the program.
  - (9) Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5.
  - (10) Review the family's request for approval of the unit and tenancy.
  - (11) Inspect the unit before the assisted occupancy begins, unless otherwise instructed by the regulations, and at least biennially during the assisted tenancy.
  - (12) Determine the amount of the housing assistance payment for a family.
  - (13) Determine the maximum rent to the owner and whether the rent is reasonable.
  - (14) Make timely housing assistance payments (HAP) to an owner in accordance with the HAP contract.
  - (15) Examine family income, size, and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information.
  - (16) Establish an up-to-date utility allowance schedule and adjust RHE' utility allowance as needed. RHE reviews utility rate data obtained within the last 12 months and adjusts its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.
  - (17) Administer and enforce the HAP contract with an owner, including taking appropriate action, as determined by RHE, if the owner defaults (e.g., HQS violation).
  - (18) Determine whether to terminate assistance to a participant family for violation of family obligations.
  - (19) Conduct informal reviews of certain RHE decisions concerning applicants for participation in the program.
  - (20) Conduct informal hearings on certain RHE decisions concerning participant families.
  - (21) Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

- (22) Administer a Family Self-Sufficiency (FSS) program.

### **HUD Funding Shortages**

Section 4.b. (5) of the HAP contract states:

*“The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.”*

In the event of a HUD HAP funding shortage, and RHE does not have a source of non-federal funds to make HAP payments, RHE will suspend housing assistance payments for program participants in an amount equal to the funding shortage. Housing assistance payments for program participants whose HAP were suspended will be reinstated upon renewal of adequate HAP funding.

Upon funding renewal, RHE will reinstate program participants’ HAP Payments.

#### **2.2.b. Family Obligations**

24 CFR 982.551

When the family signs the housing voucher it agrees that it will:

- (1) Supply any information that RHE or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (See 24 CFR Part 5). "Information" includes any requested certification, release, or other documentation.
- (2) Supply any information requested by RHE or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- (3) Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- (4) Provide only information that is true and complete.
- (5) Be responsible for any HQS breach caused by the family or its guests as described in 24 CFR 982.404 (b).
- (6) Allow RHE to inspect the unit at reasonable times and after two days (48 hours) notice unless there has been a 24-hour inspection violation noted.
- (7) Not commit any serious or repeated violation of the lease.
- (8) Notify RHE and the owner before the family moves out of the unit or terminates the lease on notice to the owner 24 CFR 982.354 (d).

- (9)** Notify RHE if any family member no longer resides in the unit.
- (10)** Promptly give RHE a copy of any owner eviction notice it receives.
- (11)** Use the assisted unit for residence by the family. The unit must be the family's only residence. The family must notify RHE of any change in family composition and request RHE and owner approval to add a new occupant. A live-in aide may be added to the family composition if there is verification of need from a health care professional. A foster child/foster adult may reside in the unit with court verification of custody.
- (12)** Not sublease or sublet the unit.
- (13)** Not assign the lease or transfer the unit.
- (14)** Engage in legal profit-making activities in the unit, only if such activities are incidental to residency by the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
- (15)** Supply any information or certification requested by RHE to verify that the family is living in the unit or relating to family absence from the unit, including any RHE-requested information or certification on the purposes of family absences. The family must cooperate with RHE for this purpose.
- (16)** The family must promptly notify RHE of any absence from the unit. Absence means that no member of the family is residing in the unit. The family may only be absent from the unit for up to 30 days and must request permission from RHE for absences exceeding 30 days. RHE will make a determination within five business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program. Authorized absences may include, but are not limited to:
  - (a)** Prolonged hospitalization.
  - (b)** Absences beyond the control of the family (i.e., death in the family, other family member illness).
  - (c)** Other absences that are deemed necessary by RHE.
- (17)** Not own or have any interest in the unit except for cooperative housing or manufactured homes.
- (18)** Not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

- (19) Not engage in drug related criminal activity or violent criminal activity.
- (20) Not abuse alcohol in any way that threatens the health, safety, or right to peaceful enjoyment of other residents or persons residing in the immediate vicinity of the premises.
- (21) Not receive HCV tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as defined by HUD) federal, state or local housing assistance program.

**2.2.c. Owner Responsibilities**

24 CFR 982.307 and 982.452

The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease including:

- (1) Perform all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit and deciding if the family is suitable for tenancy of the unit.
- (2) Maintain the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- (3) Comply with equal opportunity requirements.
- (4) Prepare and furnish to RHE information required under the HAP contract.
- (5) Be responsible for collecting from the family any security deposit, the tenant portion of the rent, and any charges for unit damage by the family.
- (6) Enforce tenant obligations under the lease.
- (7) Pay for utilities and services, unless paid by the family under the lease.
- (8) Be responsible for provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person. 24 CFR 100.203

## **CHAPTER 3. ELIGIBILITY FOR ASSISTANCE**

### **3.1. ELIGIBILITY FACTORS FOR HOUSING VOUCHER ASSISTANCE** 24 CFR 982.201

There are five eligibility requirements for admission to the HCV program. The applicant must: (1) qualify as a family; (2) have an income within the income limits; (3) meet citizenship/eligible immigration criteria; (4) provide documentation of Social Security numbers; and (5) sign consent authorization documents. In addition to the eligibility criteria, families must also meet RHE screening criteria, including criminal background checks of all adults to be admitted to the voucher program.

#### **3.1.a. Family Status**

The applicant must qualify as a family.

##### **3.1.a.i. Family**

A Family, includes but is not limited to:

- (1) Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are related by blood, marriage, operation of the law, or have a history as a family unit.
- (2) A family with or without children (including children temporarily absent from the home due to placement in foster care).
- (3) An elderly family, a near-elderly family, a disabled family, a single person, or a pregnant woman.
- (4) The remaining member of a tenant family.
- (5) The head of household must be the adult member of the household who is designated by the family as the head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under the state and local laws of the city of Rockville, Maryland.
- (6) Children subject to a joint custody agreement will be allowed to be claimed as a dependent only by the household where the child spends 50% or more of his or her time. Verification of the address where the child resides the majority of the time may be through home address reported on school records or other documentation that is deemed conclusive by RHE.
- (7) Unborn children and children whose custody is being obtained through the foster care process or who are temporarily absent due to temporary foster care placement are considered family members for purposes of determining

bedroom size, but are not considered family members for determining income limits.

### **3.1.a.ii. Live-In Aide**

A family may include a live-in aide.

A live-in aide is a person who lives with an elderly person or a person with disabilities when RHE has verified that a live-in aide is essential to the care and well-being of the elderly or disabled family member.

A live-in aide must be a person who:

- (1) Would not be living in the unit except to provide the necessary supportive services.
- (2) Is not obligated for the financial support of the elderly or disabled family member.

Only 1 bedroom will be allocated for a live-in aide. No more than 2 persons may reside in the bedroom allocated to the live-in aide bedroom. RHE may request income verification documentation from the live-in-aide to validate the availability of the live-in -aid to perform the live-in-aide function.

RHE will conduct a criminal background check on any person proposed to be a live-in aide and may refuse to approve or withdraw approval of a specific live-in aide who:

- (1) Has committed drug-related criminal or violent criminal activity.
- (2) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (3) Owes rent or other amounts to RHE or to another PHA in connection with the HCV or public housing programs.
- (4) Is found to be living in another federally subsidized unit.

### **3.1.b. Income Limits**

#### **3.1.b.i. Extremely Low-Income Limit**

Generally, a family must be a very low-income family to be eligible for HCV assistance. Seventy-five percent of all new program participants must have a gross income of no more than 50% of the Area Median Income (AMI), including in any port-in vouchers that are absorbed.

**3.1.b.ii. Continuously Assisted**

A low-income family may be eligible for HCV assistance if the family has been continuously assisted under the 1937 Housing Act. A family is continuously assisted if the family is already a receiving family under any 1937 Housing Act program when the family is admitted to the HCV program. Any interruption between assistance under one of these programs and admission to the HCV program will be considered to break the continuity of assistance under the 1937 Housing Act.

**3.1.b.iii. Other Eligible Low-Income Families**

A low-income family may be eligible for assistance if the family is:

- (1) A non-purchasing household residing in a HOPE 1 or HOPE 2 project.
- (2) A non-purchasing household residing in a HUD assisted multifamily project subject to a resident home ownership program under 24 CFR 982.201.
- (3) A non-purchasing household displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.
- (4) A family residing in a HUD-owned multifamily project when HUD sells, forecloses, or demolishes the project.

**3.1.c. Social Security Numbers (SSN)**

24 CFR 5.216

Verification of Social Security numbers must be provided for all family members. PIH Notice 2016-05 modifies the regulation as it applies to program applicants (as differentiated from program participants). The change creates a 90-day period during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. An extension of one additional 90-day period must be granted if RHE determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside of the control of the applicant.

For example, an applicant may be able to demonstrate a timely submission of a request for a SSN, in which case processing time would be the cause of the delay. If the applicant family does not produce the required documentation within the authorized time period, RHE must impose appropriate penalties, in accordance with 24 CFR 5.218 or the most recent applicable HUD PIH Notice.

In terms of offering a grace period and an extension, if merited, a PHA will implement this provision just as it currently implements the provision for program participants. Specifically, an applicant family with a child under the age of 6 years may become a participant family, even if the SSN for the child has not been verified at the time of admission. If the SSN has still not been

verified at the end of the initial 90-day period, then the PHA must determine whether a 90-day extension is merited. If it is not merited, then the PHA must follow the provisions of 24 CFR 5.218. If a 90-day extension is merited, then the PHA must either verify the SSN for the child by the end of the 90-day extension period or follow the provisions of 24 CFR 5.218.

**3.1.d. Citizenship/Eligibility Status**  
24 CFR Part 5, Subpart E

To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Assistance is prohibited to non-immigrant students and their families.

All household members must sign a declaration claiming status as a U.S. citizen, an eligible non-citizen, or stating a preference not to claim eligibility. Declarations for children must be signed by parents or guardians.

U.S. citizens must provide verification of citizenship, which may be a U.S. birth certificate, a U.S. passport, or a certificate of naturalization.

Non-citizens who are 62 years of age or older and claim to have eligible immigration status must provide a signed declaration of eligible immigration status and proof of age.

Other non-citizens claiming eligible immigration status must provide documentation of their immigration status. Staff will verify the immigration status of every non-citizen claiming eligibility through the U.S. Citizenship and Immigration Services (USCIS).

Mixed families with eligible and ineligible members will be eligible to receive prorated assistance.

RHE will inform all applicants at the time an application is submitted that housing assistance is available only to US citizens and eligible immigrants and provide information on the types of evidence that will be required.

For all denials of voucher assistance on the basis of ineligible immigration status, the informal review provisions apply. 24 CFR 5.514

**3.1.e Criminal Background**  
24 CFR 982.307

Applicants with a history of drug-related or violent criminal activity may not be eligible for assistance. RHE conducts a criminal background check on all adult household members including live-in aides and individuals added to a household after initial occupancy and may deny admission based on the factors described under the Denial of Assistance in Chapter 5.

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, RHE may obtain

the police report associated with the arrest and consider the reported circumstances of the arrest. RHE may also consider any statements made by witnesses, the applicant, or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

### **3.2. ELIGIBILITY OF STUDENTS**

The eligibility of students not living with their parents or guardians may be determined based on the income of the student's parents. (See Chapter 4, paragraph 4.1.h.)

### **3.3. ELIGIBILITY OF NEW HOUSEHOLD MEMBERS (Initial and Continued Occupancy)**

RHE will approve a child added to a household through birth, foster care custody or court-awarded custody. Any request to add an adult household member that will increase the voucher size will only be considered for the additions of elderly parents or grandparents. For all other requests to add adult household members will be considered if the request does not over crowd the unit and does not require an increase the voucher size. This must be requested as a reasonable accommodation. The new family member must be determined eligible on the basis of RHE's standard screening procedures. Any new member receiving assistance must be a citizen or eligible immigrant, provide a social security card and, if an adult, sign consent forms and provide other required information.

Before approving any new adult household member, RHE will conduct a criminal background check, verify the individual's citizenship or immigration status, and income. Additionally, RHE will run the HUD debts owed report, the HUD existing tenant report, and the HUD multiple subsidy report for all new household members added. The individual will be required to provide documentation of his or her social security number and sign the release of information documents required to complete the verification process. In addition, the family must document the owner's agreement to the household addition.

RHE reserves the right to deny any additions of former adult household members back to the household.

## CHAPTER 4: ANNUAL AND ADJUSTED INCOME AND VERIFICATION

### 4.1 ANNUAL INCOME

24 CFR 5.609

#### **RHE has implemented PIH Notice 2016-05 Streamlining Administrative Regulation for Programs Administered by Public Housing Agencies.**

Annual income means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member.
- (2) Are based on, at the time of admission, reexamination, or recertification:
  - (a) Actual income being received (projected forward for a 12-month period).
  - (b) Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe.
- (3) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

#### **4.1.a. Annual Income Includes**

*Annual income includes, but is not limited to:*

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- (2) The net income from operation of a business or profession:
  - (a) Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income.
  - (b) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation.
  - (c) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

- (3) Interest, dividends, and other net income of any kind from real or personal property:
  - (a) Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. This includes, but is not limited to savings accounts, CD's, 401k, IRA's, ROTH, and any other retirement assets.
  - (b) Where the family has net family assets in excess of \$50,000, annual income includes the greater of the actual income derived from all net family Assets, or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.\*
- (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment, *except as described under "Annual Income Excludes" below.*
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay, *except as described under "Annual Income Excludes" below.*
- (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- (7) Payment of a welfare allowance or grant, including any imputed welfare income.
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family members or whose dependents are residing in the unit, *except as described under "Annual Income Excludes" below.*
- (9) Any student financial assistance in excess of amounts received for tuition, except assistance received by persons at least 24 years of age who have dependent children or assistance received by a student living in an assisted household with a parent or guardian. (See Chapter 4, paragraph 4.1.h.)

**RHE MTW Activity 16 – Income Inclusion for Lump Sum and Sporadic Income**

Fiscal Year Introduced: 2023

Fiscal Year Approved by HUD: Pending

- (10) All sporadic and lump sum income including donations, the cash value of in-

kind contributions, including insurance settlements above the amount needed to pay related medical or repair bills, inheritances, capital gains, and settlements for personal or property loss, *except* for lump sum income related to back payments of social security or military benefits and federal and state income tax return monies received. This activity applies to newly admitted and currently assisted workable and non-workable families.

#### **4.1.b. Annual Income Excludes**

##### ***Annual income excludes the following:***

- (1) Income from employment of children (including foster children) under the age of 18 years.
- (2) Payments received for the care of foster children or foster adults.
- (3) Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
- (4) Income of a live-in aide. Income of the live-in aide will not be reviewed for the purposes of income. However, RHE may request income documentation of the live-in aide to determine whether the work hours conflict with the hours needed to care for the family member.
- (5) The full amount of student financial assistance paid directly to the student or to the educational institution.
- (6) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- (7) Amounts received under training programs funded by HUD.
- (8) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- (9) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.
- (10) A resident service stipend. This is a modest amount, not to exceed \$200 per month, received by a resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

- (11) Incremental earnings and benefits from participation in qualifying state or local employment training programs and training of a family member as resident management staff when the training program includes clearly defined goals. Payments may be excluded only while the family member participates in the training program.
- (12) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

**RHE MTW Activity 6 – Modify Income Exclusion for Full Time Students**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

- (13) Income spent directly on educational expenses for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.). This activity applies to newly admitted and currently assisted workable families.
- (14) Earnings in excess of \$480 for each full-time student 18 years old or older who is in an educational program beyond high school.
- (15) Adoption assistance payments in excess of \$480 per adopted child.
- (16) Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum.
- (17) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- (18) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- (19) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. These exclusions include:
  - (a) Food Stamp allotment.
  - (b) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender

- incarceration alternatives, and senior companions).
- (c) The first \$2,000 in payments per year received under the Alaska Native Claims Settlement Act.
  - (d) Income derived from certain sub marginal land of the United States which is held in trust for certain Indian tribes.
  - (e) Payments or allowances made under Department of Health and Human Services' Low-Income Energy Assistance Program.
  - (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act.
  - (g) Income derived from the disposition of funds of the Grant River Band of Ottawa Indians.
  - (h) The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission, the Grant of Claims, or from funds held in trust for an Indian tribe by the Secretary of Interior and up to \$2,000 per year of income received by individual Indians from trusts or restricted lands held by the Secretary of Interior for the benefit of individual Indians. (Exclusions apply on a per person basis)
  - (i) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs.
  - (j) Payments received from programs funded under Title V of the Older Americans Act of 1965.
  - (k) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other Agent Orange settlement fund.
  - (l) Payments received under the Maine Indian Claims Settlement Act of 1980.
  - (m) The value of any childcare provided or reimbursed under the Child Care and Development Block Grant Act of 1990.
  - (n) Earned income tax credit refund payments.
  - (o) The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs.

(p) Payments for living expenses under the AmeriCorps Program.

**4.1.c. Historical Amounts**

If RHE is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, RHE may average past actual income received or earned within the 12 months before the certification date to calculate annual income.

RHE may also ask the family to provide documentation of current income. If the family can provide acceptable documentation dated within the 60-day period preceding the certification request date, RHE may use this documentation to determine annual income. RHE may reject any income documentation based on reasons described by HUD.

**4.1.d. Averaging Income**

All income earned and unearned should be annualized. If income cannot be anticipated, RHE staff will average the known sources of income, or annualize the current income and conduct an interim exam if income changes.

For 10-month employees. RHE will annualize the income based on the actual 10 months worked. Therefore, families will not be able to request an interim re-examination for the two months not worked as the 10-month annualization takes the two non-working months into account. If it cannot be determined through documentation that an employee is a 10-month employee, then RHE will annualize the income based on 12 months.

**4.1.e. Minimum Income**

There is no minimum income requirement. Families who verify their income at zero may be served but must report any income in the month it begins (See Chapter 8.1.a, MTW Activity 1 - Alternative Recertification Schedule For Households)

**4.1.f. Income of Absent Family Member**

The income of the family member who is temporarily absent is included in the annual income for the household.

Any member of the household who is absent more than 120 consecutive days may no longer be considered a member of the household and may need to be removed from the household. Except in cases where the HUD regulations allow for an exception. Such cases could be for military deployment, students away at school, or a reasonable accommodation.

A family member who is absent due to hospitalization or other confinement for medical reasons may continue as a member of the household for up to 180 days if verification of the medical need for confinement is received from a medical professional.

**4.1.g. Income of Dependent**

Although the earned income of minors is not included in annual income and benefits, other non-earned income is included.

**4.1.h. Restrictions on Assistance to Students**

24 CFR 5.612

**4.1.h.i. Student's Income**

The income of a student's parents shall be considered in determining the eligibility of any individual who:

- (1) Is enrolled as a student at an institution of higher education.
- (2) Is under 24 years of age.

Unless the individual is:

- (1) A veteran of the United States military.
- (2) Is married.
- (3) Has a dependent child.

**4.1.h.ii. Independent Students**

Students who qualify as independent students may be considered eligible without evidence of their parents' income if the student's parents or guardian provides a certification of the amount of financial support provided to the student even if the amount is zero.

An independent student is one who:

- (1) Is of legal contract age under state law.
- (2) Has established a separate residence for at least one year.
- (3) Has not been claimed as a dependent by a parent or guardian.
- (4) Is a graduate or professional student or an orphan or ward of the court that has not been claimed as a dependent by a parent or guardian.

**4.1.h.iii. Student Eligibility at Initial Certification**

RHE will review the eligibility of students at initial certification and at each recertification. If

any student in a leased household is not eligible, RHE must terminate assistance for the household. If such a household includes both eligible and ineligible students, RHE will re-issue a voucher to the eligible members of the household who may remain in their current unit if the ineligible student moves out or moves to a new unit.

**4.1.i. Student Financial Assistance**

**4.1.i.i. Student Financial Assistance Not Counted**

Student financial assistance is not counted as income when it is received by students who are:

- (1) Living with their parents in an assisted household.
- (2) At least 24 years of age and have one or more dependents.

**4.1.i.ii. Student Financial Assistance in Excess**

For all other students, student financial assistance in excess of amounts received for tuition are included in annual income.

**4.1.j. Reductions in Welfare Assistance**

24 CFR 5.615

Neither annual income nor rent is adjusted to reflect a loss of welfare payments when the welfare reduction is the result of fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work requirement.

The term “imputed welfare income” is used for the amount of lost welfare income that is included in annual income. “Imputed welfare income” is equal to the amount of the welfare reduction less any new income acquired by the family since the welfare reduction. When the new income equals the welfare reduction, imputed welfare income is reduced to zero.

RHE will obtain written verification from the welfare agency that a family’s benefit reduction was due to fraud or noncompliance before refusing to reduce the family’s rent.

This provision does not apply if welfare benefits are reduced due to a lifetime limit on the receipt of benefits or a situation in which the family has complied with welfare requirements but cannot find employment.

The provision does not apply to a family that was not a HCV participant at the time of the welfare sanction.

RHE is not responsible for determining whether a deduction of welfare benefits by the welfare agency was correctly determined by the welfare agency.

**4.1.k. Earned Income Disregard****RHE MTW Activity 3 – Eliminate Earned Income Disregard**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

Earned Income Disregard is eliminated. This activity applies to newly admitted and currently assisted disabled families.

**4.2. INCOME FROM ASSETS**

27 CFR 5.603 and 5.60

Income received from assets of \$50,000 or more, held by household members is included in annual income.

**4.2.a. Assets Include:**

- (1) Amounts in savings and checking accounts.
- (2) Stocks, bonds, money market funds, and other investment accounts.
- (3) Equity in real property or other capital investments.
- (4) Cash value of trusts available to the family.
- (5) 401K, IRA, ROTH, CD, and all other retirement savings accounts.
- (6) Lump sum payments including inheritances, lottery winnings, capital gains, and insurance settlements.
- (7) Personal property held as investments, such as collections.
- (8) Cash value of life insurance policies.
- (9) Assets disposed for less than fair market value but more than \$2,000 during the two years preceding the eligibility certification for the program.
- (10) Account balances in non-traditional banks, that are in electronic financial platforms, are considered assets. This includes, but is not limited to: PayPal, Venmo, Zelle, CashApp, BitCoin, group pool accounts aka Sou Sou, or any other financial platform that holds or transfers money.

**4.2.b. Assets Exclude:**

- (1) Necessary personal property such as furniture and automobiles.

- (2) Interest in Indian trust lands.
- (3) Assets that are part of an active business or farming operation.
- (4) Assets not accessible by the family, such as a trust.
- (5) Handicapped-equipped vehicles.
- (6) Equity in cooperatives or manufactured homes occupied by the family.
- (7) The value of a home currently being purchased through the HCV Homeownership program. This exclusion is limited to the first ten years after the purchase date of the home.

#### **4.2.c Net Family Assets**

The net cash value of all household assets after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment.

#### **4.2.d. Assets Disposed of for Less than Fair Market Value**

In determining net family assets, RHE shall include the value of any family assets disposed of by an applicant or tenant for less than fair market value that is in excess of the consideration received, therefore. Such amounts shall be counted as assets for two years following the date of disposition. These amounts will be counted only when the total value of assets disposed of exceeds \$,2000.

Assets disposed of as the result of a separation or divorce settlement, foreclosure, or bankruptcy will not be considered to be disposed of for less than fair market value.

#### **4.2.e. Trusts**

A trust over which members of the household have no control and to which they have no access will not be considered an asset. Any income distributed from the trust to a member of the household shall be counted when determining annual income.

#### **4.2.f. Verifying Assets**

In verifying assets, RHE will implement PIH Notice 2016-05.

Under this provision, RHE must obtain third-party verification of all family assets upon admitting a family to the HCV or public housing program and then again at least every three years thereafter. Only the current asset statement showing the current asset amount value is needed for verification. Additional verifications may be requested if deemed necessary.

During the intervening reexaminations, RHE has the discretion under this provision to accept a family's declaration that it has total net assets equal to or less than \$50,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then RHE does not need to request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to \$50,000. The total amount of the expected income from assets will be the family's "final asset income," and must be entered in field 6j of Form HUD-50058. RHE is required by HUD to record all assets no matter the value.

RHE may obtain a family's declaration of assets under \$50,000 at the family's next interim or reexamination.

RHE is required to have all family members 18 years of age and older or who will be 18 as of the effective date of the recertification sign the family's declaration of total assets. RHE will require families to submit a declaration of assets along with the consent forms that are required pursuant to 24 CFR 5.230. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).

Whenever a family member is added, RHE must obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, RHE must obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold. If the addition of that family member's assets does not put the family above the \$5,000 asset threshold, then RHE is not required to obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every three years.

### **RHE MTW Activity 2 – Self-Certification of Assets**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The asset self-certification threshold is \$50,000. This activity applies to both newly admitted and currently assisted workable and non-workable families.

### **4.3. ADJUSTED INCOME**

24 CFR 5.611

Adjusted income is annual income after deducting the following allowances.

- (1) **Dependent Allowance.** \$480 for each dependent.
- (2) **Elderly Household Allowance.** \$400 for an elderly family or disabled family.

- (3) **Allowance for Medical Expenses.** An allowance for medical expenses is given to any family in which the head, spouse or co-head is elderly (62 years or older) or disabled. The amount of the allowance is equal to the total of medical expenses for all family members less 3% of annual income. The date of the medical expense verification must be within 12 months of the recertification appointment letter. Medical expenses cannot exceed the income of the person claiming the expense.
- (4) **Allowance for Childcare Expenses.** An allowance for the care of children less than 13 years of age is given to enable a family member to work, search for work, or go to school. The allowance cannot exceed the amount earned by the member able to work because childcare was available. An allowance is not given for any childcare cost that is reimbursed by anyone outside the family (for example, Purchase of Care or Working Parents' Assistance Programs).

The following documentation will be accepted as validation of payment of childcare expenses:

- (a) Proof of payment includes, but is not limited to copies of cashed checks, money order receipts, copies of e-payment validation via Cash App, PayPal, and Zelle. A detailed electronic transaction receipt of payments from the childcare provider that includes the date(s) of service, amount paid, and name of the child for which the service is provided.
  - (b) Four current consecutive cancelled checks to the childcare provider.
  - (c) Documentation of the duration of the childcare in a 12-month period must be provided to determine how often childcare is provided.
  - (d) Cash payments will not be counted. RHE may choose not to accept payment verification that appears to be fraudulent or that cannot be validated with proof of payment.
- (5) **Allowance for Disability Assistance.** An allowance is deducted to cover an expense exceeding 3% of annual income for a care attendant or any "auxiliary apparatus" for a disabled family member if:
- (a) The expense enables an adult family member to work (including the disabled family member).
  - (b) The allowance does not exceed the amount earned by the member or members who are enabled to work by the expense.
  - (c) If a household is eligible to receive an allowance for medical expense and disability assistance, 3% of income is deducted first from the total

medical expenses. If 3% of income is greater than the total medical expenses, the remainder of the 3% is deducted from disability assistance expenses.

#### **4.4. VERIFICATION PROCEDURES**

RHE must verify all factors affecting a household’s eligibility, preference, and rent payment.

In accordance with PIH Notice 2016-05, RHE will implement streamlined annual re-examinations for fixed sources of income which allows RHE to verify fixed sources of income every three years.

This notice allows RHE the discretion to adopt a streamlined income determination for any family member with a fixed source of income. Note that the family member may also have non-fixed sources of income, which remain subject to third-party verification. Upon request of the family, RHE must perform third-party verification of all income sources. Note that this provision pertains only to the verification of sources of income; RHE will continue to conduct third-party verification of deductions.

For purposes of this Plan, the term “fixed-income” includes income from:

- (1) Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI).
- (2) Federal, state, local, and private pension plans.
- (3) Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

The determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or a tenant-provided third-party generated document. In the absence of such verification for any source of fixed income, third-party verification of income amounts must be obtained.

The provision is not available for program applicants.

In the initial year in which a streamlined income determination is made, the COLA must be applied to a source of income that has been verified previously.

In the initial year of employing a streamlined income determination, RHE must determine whether a source of income is fixed. RHE may do this by comparing the amount of income from the source to the amount generated during the prior year. If the amount is the same or if it has changed only as a result of a COLA or due to interest generated on a principal amount that

remained otherwise constant, then the source is fixed. RHE may also make such a determination by requiring a family to identify as to which source(s) of income are fixed. RHE must document in the tenant file how it made the determination that a source of income is fixed.

For the second income determination involving a family member whose income was adjusted previously using a streamlined income determination, the adjustment would be made to the previously determined income amount (i.e., in year two, the COLA is applied to the year one income amount, as previously adjusted by a COLA). **For any family member whose income is determined pursuant to a streamlined income determination, third-party verification of all income amounts for all family members must be performed at least every three years.**

This means that, for the third income determination involving a family member whose income had been adjusted twice using a streamlined income determination, the PHA would need to obtain third-party verification of *all* income amounts. This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the PHA must obtain third-party verification of all income amounts for that family member at the next reexamination if the PHA wishes to have all family members with fixed incomes on the same schedule with respect to streamlined reexaminations.

#### **4.4.a. EIV, IVT, and Third-Party Verification**

Wherever possible, RHE must obtain verification from third-party sources. For current program participants, verification of employment income or Social Security or unemployment benefits must include data from HUD's Enterprise Income Verification (EIV) system. Through its EIV system, HUD provides employment data reported to state wage information agencies and information on amounts paid as Social Security or unemployment benefits.

In addition to EIV data, RHE requires verification directly from the source of income, from those who received payment for deductible expenses and from institutions or professionals who have information relevant to a family's eligibility or rent.

HUD requires RHE to utilize the Income Validation Tool (IVT) to validate unreported income. RHE must investigate income reporting on the IVT report that was not reported to RHE by program participant household members. HUD does not allow RHE to provide forgiveness to program participants who did not report income. If the household member disputes the income shown on the IVT report, the household must provide documentation that the income shown on the IVT is incorrect. If the household member does not provide the requested documentation within the given time frame requested, (a maximum of 14 calendar days), RHE will count the income reported on the IVT, which may result in program participation termination for unreported income or a repayment agreement being offered for the unreported income. Repayment agreement may be offered for amounts of \$2,400 or more. Families that default on the repayment agreement for unreported income will be terminated. Income for family members no longer in the household but that were in the household during the time of the unreported income, the head of household will be responsible for paying back any amounts due and may be subject to program termination.

Third-party verification may include:

- (1) Written third-party verification mailed directly from the third-party to RHE:
  - (a) Note: Documents provided must not be altered or redacted in any way, including but not limited to pay stubs, bank statements, and/or expense verifications. Altered or redacted documents provided will not be accepted, and the family will be considered non-compliant. Redacted documents, for any type of verification, will not be accepted.
  - (b) Bank statements may be used to validate income received but not reported.
  - (c) Bank statements may be used to validate the existence of other bank accounts/assets that were not reported.
  - (d) Paystubs may be used to validate the existence of a bank account/asset that was not reported.
- (2) Original or authentic document generated by a third-party source that is brought in by the program participant or applicant.
- (3) Oral verification, generally by telephone, when RHE staff is able to determine that the person providing information is the person who should be providing the required verification.
- (4) Electronic verification sent directly to RHE by fax or obtained from the internet.

Third-party verification can be hand carried by the family. Telephone calls to obtain third-party oral verification must be originated by RHE staff. Staff must document an oral verification in writing in the file, including the date of the conversation, the name and position of the person providing the information, and the information provided.

On any occasion that RHE is unable to obtain third-party verification, staff must document the participant file to explain why.

#### **4.4.b. Review of Documents**

PIH Notice 2012-15 defines third-party verification as an original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or PHA' request date and that such documentation may be in the possession of the tenant or applicant. RHE, at its discretion, may reject any tenant- provided documents and follow up directly with the source to obtain necessary verification of information.

If the participant cannot provide third-party verification, and RHE cannot obtain third-party verification directly from the source, RHE may utilize participant self-certification. RHE must

document the efforts taken to obtain third-party verification.

#### **4.4.c. Tenant Self-Certification**

RHE may accept a family's self-certification of relevant facts only when no other verification attempts have been successful *unless fraud is suspected*. A self-certification does not need to be notarized, but it must be signed and dated by the family member making the certification.

Households claiming zero income, and households that claim non earned income contributions from an outside party will be considered a zero-income household and must complete a zero-income questionnaire/checklist. RHE will not accept incomplete zero-income questionnaire/checklist that do not clearly demonstrate how life expenses are paid. Incomplete zero-income questionnaire/checklists will result in the household being considered non-compliant with the recertification and may result in termination.

#### **4.4.d. Timing of Verification**

Verifications used must be no more than 60 days old from the date of the recertification letter, receipt of interim packet, or the date of voucher issuance. Verifications will be maintained in the tenant file.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, RHE will determine which information is the most accurate and implement interim rent changes if required.

The table in Appendix C outlines factors that must be verified and common methods that can be used for verification.

#### **4.4.e. Verifying a Departing Household Member**

Families reporting that a member has left the household must provide verification of that departure. The landlord must also be notified of the pending household member's removal. Families must provide documentation of where the departing family member now lives. Examples of acceptable documents include an executed lease in the member's name, a new driver's license with a new address, or a current utility bill with a new address. Self-certification cannot be used to verify a household member's departure unless approved by the Executive Director.

Consideration may be provided for families that are unable to provide documentation of the departing family member's new residence. The Head of Household must provide a reasonable explanation of explaining why they are unable to provide documentation of the new residence or location of the departing household member along with document efforts to obtain the location of the departing family member. If RHE deems the explanation not to be reasonable, RHE may choose not to allow the removal of the household member until sufficient documentation can be provided.

The family must remove the departing member from the lease agreement and provide RHE with a copy of the new lease before the family member can be removed. Families that are found to report a departing household member that is later determined by RHE to be in the household will be subject to the penalties associated with fraudulent reporting, which may include termination from the program, repayment of any HAP overpayments made due to the fraudulent statement, fines up to \$10,000, imprisonment of up to 5 years, and any other state or local government penalties that may apply.

#### **4.4.f. Verification of Deductions**

In order for a program participant to receive credit for allowable deductions, proof of payment of the deduction must be provided within the specified time frame. The cost must be directly incurred by the program participant, and it may not be covered by a third party including but not limited to insurance, childcare, medication or other subsidies, educational loans, scholarships, or grants.

This includes, but is not limited to the following deductions:

- (1) Child Care expenses
- (2) Medical expenses
- (3) Education expenses
- (4) Disability

Proof of payment may include a copy of a cashed check, a money order receipt, bank, or other electronic funds transfer documentation, or a printout of a payment received from the provider that originated from the provider's electronic payment accounting system.

Handwritten or typed receipts or letters documenting payment from the provider will not be accepted. Cash payments receipts will not be accepted unless documentation of the bank withdrawal matching the cash payment can be provided or other documented electronic fund transfers.

## **CHAPTER 5: APPLICATION, WAIT LIST MANAGEMENT, & TENANT SELECTION**

### **5.1 OVERVIEW**

RHE’ policy is to ensure that all families who express an interest in HCV assistance are given an equal opportunity to apply and are treated in a fair and consistent manner.

RHE maintains separate waiting lists for the tenant-based HCV and public housing programs. Project-Based Voucher (PBV) waiting list are maintained by the PBV property. An applicant may apply to be placed on any open waiting list. 24 CFR 982.205

The HCV waiting list is generally closed until the number of applicants on the waiting list falls below the number of anticipated openings during the coming 12-18 months. When that happens, the list will be opened for a limited period as determined by the RHE Executive Director.

When the tenant-based voucher waiting list is open, applicants submit a brief pre-application. When that application comes to the top of the waiting list, the applicant is invited to complete a full application.

Staff will verify all information related to eligibility, preference, income, and rent. Eligible families will be invited to a briefing to receive a voucher. Ineligible applicants will be informed of their ineligibility and their opportunity for an informal review.

### **5.2. NONDISCRIMINATION**

All applicants will be provided an equal opportunity to obtain assistance based on the policies set forth in this Plan in accordance with federal, state, and local law. All individuals will be treated in a consistent manner without regard for race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, or source of income.

Complaints of discrimination by applicants/participants may be reported to RHE. RHE staff will assist in completing and filing any housing discrimination complaint.

### **5.3. OPENING AND CLOSING THE TENANT BASED WAITING LIST** 24 CFR 982.206

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

The opening of the waiting list will be advertised through public notice on the RHE website and multiple social media platforms, in local or regional newspapers of general circulation, and in the appropriate minority media. In addition, other key organizations will be notified including the Rockville Mayor's Office, the Rockville City Council, the Montgomery County Department of Health and Human Services, and local non-profit agencies. The public notice will state where and when to apply, any closing date, and will include a brief description of the HCV program. Applicants or residents of other assisted RHE housing programs may submit a separate

preliminary application to apply for a housing voucher. The public notice will state any limitations regarding who may apply.

**5.3.b. Closing the Waiting List**

RHE will provide public notice of the closure of the HCV waiting list at the time the waiting list is opened. A decision to close the list is made when there are enough applicants already on the list to fill any anticipated turnover or new allocations for the next 12-18 months. In most cases, the public notice announcing the opening of the waiting list will also include the closing date of the waiting list.

**5.4 TENANT SELECTION PREFERENCES**

RHE has chosen to use local preferences or time and date of application submittal to meet local objectives in choosing among applicants. Preferences determine the order in which eligible applicants are selected from the waiting list.

There are three preference categories. Each category is assigned points. Applicants are placed on the waiting list based first on the applicant’s number of preference points; then, among applicants with an identical number of points, based on the applicant’s lottery number or the date and time of the application.

**5.4.a. Preference Categories**

The preferences for which an individual may qualify and the points assigned are as follows:

<u>PREFERENCES</u>	<u>POINTS</u>
Living <b>and</b> working in the city limits of Rockville	4
Living <b>or</b> working in the city limits of Rockville	2
Working Families living outside of Rockville	1

These local preferences are based on Rockville community needs and are consistent with the PHA Plan, the Consolidated Plan, and Fair Housing laws.

**EMERGENCY VOUCHER ISSUANCE PREFERENCE**

The emergency voucher issuance preference will supersede the other waiting list preferences. Emergency voucher issuances may be approved for the following situations:

- (1) For instances in which a tenant-based voucher is needed to relocate a Public Housing family from Fireside Park/Parkside Landing Apartments or any other RHE owned development with public housing units, if the family’s income

under the Public Housing Program reaches a level that exceeds the income compliance levels for the LIHTC program, in the event another Public Housing unit in RHE' portfolio is not available to relocate the family.

- (2) For victims of violence that occurs against someone's physical being, that occurs in an RHE owned public housing or project-based voucher unit, in which the perpetrator is aware of the current public housing or project-based voucher unit address of the victim, and there are no other subsidized public housing units in a new/ different location for the resident to be relocated.

#### **5.4.b. Definition of Preference Categories**

An applicant qualifies for a preference if the household meets any of the following conditions:

- (1) Living and working in the city of Rockville:
  - (a) The primary residence of the head, spouse or co-head is within the city of Rockville as verified by one of the following:
    - (i) Lease or utility bill bearing the name of the head, spouse or co-head and an address within the corporate city limits of Rockville; the address on the lease or utility bill may not be that of a currently assisted RHE public housing unit.
    - (ii) Photo identification issued by the state such as a driver's license; the address listed on the photo identification may not be that of a currently assisted RHE public housing unit.
  - (iii) and**
  - (b) Head, spouse or co-head is either working or hired to work within the corporate limits of Rockville.
- (2) Living or working in the city of Rockville:
  - (a) The primary residence of the head, spouse or co-head is within the city of Rockville as verified by one of the following:
    - (i) Lease or utility bill bearing the name of the head, spouse or co-head and an address within the corporate city limits of Rockville.
    - (ii) Photo identification issued by the state such as a driver's license **or**
  - (b) Head, spouse or co-head is either working or hired to work within the corporate limits of Rockville.

**RHE MTW UPDATE**

Fiscal Year Introduced: 2022

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- (3) A “**WORKABLE FAMILY**” is any household with members 18 years or older who are NOT elderly, disabled, enrolled in school full-time or a job training program, or a full-time caregiver.

A “**NON-WORKABLE FAMILY**” is where the head of household (as well as the co-head of household or spouse, if applicable) is elderly or disabled and is on a fixed income OR all other household members 18 years or older that are elderly or disabled and on a fixed income or enrolled in full-time school or a job training program.

“**SELF-SUFFICIENCY**” for workable families is the achievement of an after-tax rent burden of 50%.

RHE staff will verify that an applicant’s declared address for residency or work is, in fact, located in the corporate limits of the city of Rockville by confirming that address in the listing of streets and unit numbers as provided by the city of Rockville.

**5.4.c. Preference Verification****5.4.c.i. Initial Self-Certification**

Effective October 2018, RHE will accept residency verification documents at the time of initial application. The documents submitted will be utilized to verify residency at the time of the waiting list selection. Documents submitted that do not meet the document verification requirements will not be accepted at the time of the waiting list selection.

An applicant must update his or her application through the online portal, Rent Café including changes in family composition, income, or preference qualifications at any time while on the list. Periodically, RHE staff will review applicant updates submitted through the portal and will update the waiting list as appropriate.

**5.4.c.ii. Final Verification of Preferences**

Prior to voucher issuance, the family's preference eligibility for the residency preference will be based on the residency verification documents submitted at the time of application validation. Preference verification for the working preference will be based on current circumstances and must be documented through third-party verification.

**5.4.d. Preference Denial**

If at final verification of local preferences, it is determined that the family does not qualify for the claimed preference, the applicant will be placed back on the wait list with the appropriate

preferences.

The family will be given written notice that RHE was unable to verify its qualification for the preference status claimed and the right to request an informal review within 10 calendar days of the date of the notice sent.

#### **5.4.e. Preference Based on Income Targeting**

Federal law requires that 75% of families admitted each year have gross incomes at or below the extremely low-income limit, which is 30% of the area median income. If necessary to meet the statutory requirement, RHE retains the right to skip higher income families to reach extremely low-income applicants. This measure will be taken only if it appears the 75% goal will not otherwise be met. Applicants can not exceed 80% of the AMI.

### **5.5 APPLICATION PROCESS**

Families who wish to apply to the waiting list must complete a written preliminary application for housing when the list is open. Reasonable accommodation and assistance will be provided to persons with disabilities during the application process.

The application process involves two phases: the initial pre-application for assistance, which results in the family's placement on the waiting list and the completion of a full application for HCV assistance when the family reaches the top of the waiting list.

#### **5.5.a. Submitting a Pre-Application**

When the HCV waiting list is open, RHE will accept waiting applications through the online portal, Rent Café. A link to the application portal and instructions are on RHE' website during the open period. RHE staff is available to help families with the online pre-application process. The RHE pre-application requests minimal information about the applicant family.

Families must provide documentation of the living preference claimed at the time of application validation. The pre-application process relies on self-certification for all other preference and verification items.

#### **5.5.a.i. Establishing the Waiting List**

RHE' Board of Commissioners will approve the application selection method to be used. The available method may be a lottery selection or date and time of application receipt with or without preferences.

#### **5.5.a.i.a Project-Based Voucher to Tenant-Based Voucher Waiting List**

RHE will establish a separate waiting for current project-based voucher program participants who want to receive a tenant-based voucher. Based on the availability of tenant-based vouchers, when RHE pulls from the tenant-based voucher waiting list, 75% of available tenant-based

vouchers will be allocated to families on the tenant-based voucher waiting list, and 25% of available tenant-based vouchers will be made available to families on the project-based voucher to tenant-based voucher waiting list. The project-based voucher to tenant-based voucher waiting list will be available to current project-based voucher tenants. Families will be placed on the PBV choice mobility waiting list based on the length of time of residency as a project-based voucher tenant and then by the date and time order of the receipt of the applications.

### **Project Turnover Cap**

Also recognizing the limited availability of turnover vouchers and the importance of managing turnover in the best interests of the property, in any year, RHE may limit the number of choice mobility moves exercised by eligible households to 15% of the assisted units in the project. (For example, if the project has 100 assisted units, RHE could limit the number of families exercising choice mobility to 15 in any year, but not less than 15.) While RHE is not required to establish a project turnover cap, if implemented RHE must create and maintain a waiting list. Families will be placed on the PBV choice mobility waiting list based on the length of time of residency as a project-based voucher tenant and then by the date and time order of the receipt of the applications.

#### **5.5.a.ii. Lottery**

When a lottery is to be used to determine the order of applications on the waiting list, there will be no preferences applied. RHE will employ a computerized random number generating program to assign each application a sequential number representing its waiting list placement.

After lottery numbers have been assigned and the waiting list order has been certified, the list will be reordered.

#### **5.5.a.iii. Date and Time of Application**

If RHE' Board has determined that applications should be ordered by the date and time each application is received, pre-applications will be entered on the waiting list and ordered based on preferences claimed and date and time of application. The date and time of the application will be used to determine the sequence of applications within each preference category.

#### **5.5.b. Notification of Initial Applicant Status**

Applicants can check their status by utilizing the online portal, Rent Café.

##### **5.5.b.i. Management of the Waiting List 24 CFR 982.204**

##### **5.5.b.ii. Updating Waiting List Information**

Applicants must voluntarily submit updates to their contact information or waiting list preferences through the online application portal, Rent Café.

**5.5.b.iii. Applicant Request for the Removal from Waiting List**  
24 CFR 982.204

An applicant who wishes to remove themselves from the waiting list may do so, at any time, through the online application portal, Rent Café.

**5.5.c. Completing a Full Application****5.5.c.i. Application Processing**

When HCV funding is available, applicants from the top of the waiting list (chosen by preference, lottery number, or application date and time) will be contacted by USPS mail or email for an eligibility interview to complete a full application for HCV assistance.

**5.5.c.ii. Eligibility Certification Interview**

Each family selected from the waiting list will be given a date and time to report for an eligibility certification interview. All adult members of the household, age 18 or over, must attend the certification interview.

An applicant that cannot attend the originally scheduled interview must contact RHE to reschedule the application interview at least 2 business days prior to the original interview date. If the applicant contacts RHE within 2 business days of the original interview date, the applicant will automatically be scheduled to attend a pre-set make up interview date. The make-up interview date will be identified in the original Eligibility Certification Interview letter. Applicants who fail to attend their scheduled interview or to respond to the call-in letter will be sent a notice that their application will be withdrawn from the waiting list.

**5.5.c.iii. Missed Appointments**

Any applicant who fails to attend a scheduled appointment without contacting RHE to reschedule will be sent a notice of denial. The notice will provide the household an opportunity to request an informal review.

**5.5.c.iv. Determination of Eligibility**

After the interview and verification process is completed, RHE staff will make a final determination of eligibility. A family may be determined eligible, ineligible, or ineligible for the preference status claimed. A family that is determined eligible will be scheduled to attend a briefing session at which a voucher will be issued. A family that is determined ineligible for the preference status claimed will be returned to the waiting list as described in paragraph 5.4.d.

**5.5.c.v. Ineligibility Determination**

A family that is determined ineligible for assistance will be notified in writing of the ineligibility determination and given an opportunity for an informal review as described in Chapter 8, paragraph 8.24.a.

**5.5.d. Transfer of Application**

The application for HCV assistance may not be transferred to another household member. Vouchers will only be issued to the head of household that is listed on the application at the time of the waiting list selection. An exception will be made if the head of household dies, is on military deployment, or the remaining household members include minor children that would benefit from the subsidy.

**5.5.e Refusal of Housing**

If the applicant refuses the offer of a HCV or the opportunity to complete a full application for voucher assistance, the applicant will be removed from the waiting list for the voucher program. The applicant will remain on the waiting list for any other programs for which the family has applied.

**5.5.f. Suitability for Tenancy**  
24 CFR 982.307

Suitability screening for tenancy is the responsibility of the owner. RHE conducts a criminal background check on all adult household members but does not conduct any additional screening to determine suitability for tenancy.

**5.6. RHE GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE**  
24 CFR 982.551, 552, 553**5.6.a. Reasons for Denial or Termination of Assistance**

RHE will deny assistance to an applicant if:

- (1) The family does not meet one or more of the eligibility criteria of the HCV program.
- (2) The family violates any family obligations under the HCV program.
- (3) Any member of the family fails to:
  - (a) Supply information or documentation required for the application, lease-up, or recertification process.
  - (b) Sign and submit consent forms for obtaining information.
  - (c) Respond to a written waiting list update request.
- (4) Any member of the family has been evicted from public housing or any federally assisted housing for any reason within the last five years prior to the date of RHE's denial notice.

- (5) Any member of the family:
  - (a) Is currently engaging in illegal drug use.
  - (b) Has illegally used or possessed a controlled substance for personal use or has abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - (c) Has demonstrated a pattern of illegal drug use that may threaten the rights of others.
  - (d) Has committed drug-related criminal activity or violent criminal activity.
- (6) Any family member has ever been convicted of manufacturing or producing methamphetamine, "speed".
- (7) Any family member has a lifetime registration under a state sex offender registration program.
- (8) The family has engaged in or threatened abusive or violent behavior toward any RHE staff member or resident. This behavior includes oral or written threats or physical gestures that communicate intent to insult or intimidate.
- (9) Any member of the family has ever had his or her voucher assistance terminated for cause by a housing authority under the HCV program.
- (10) Any member of the family has ever committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (11) Any family member currently owes rent or other amounts to RHE or another housing authority in connection with the HCV or public housing assistance under the 1937 Act.
- (12) The family has breached an agreement with RHE to pay amounts owed to a housing authority or amounts paid to an owner by a housing authority.
- (13) Thirty percent of the family's monthly adjusted income calculated in accordance with federal regulations is equal to or greater than the payment standard assigned for the family's voucher size; or if the family's Total Tenant Payment is equal to or greater than the gross rent approved for the family's moderate rehabilitation unit.
- (14) The family appears on the HUD multiple subsidy or existing tenant report.

#### **5.6.b. Criminal Record Check**

All adult members (18 and over) of the applicant family will be required to complete a criminal

record check process.

#### **5.6.c. Evidence**

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, RHE may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. RHE may also consider any statements made by witnesses, the applicant, or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

#### **5.6.d. Additional Considerations**

RHE will consider evidence that those who have illegally used or possessed controlled substances or abused alcohol have successfully completed a supervised drug or alcohol rehabilitation treatment program and have been certified by the treatment program as "clean" for at least one year as of the date of the eligibility determination. (HUD Notice PIH 96-27)

RHE will consider all the circumstances in each case, the extent of participation or culpability of individual family members, and the effects of denial on other family members who were not involved in the action or failure to act.

#### **5.6.e. Denial of Assistance**

Denial of assistance may include any or all of the following:

- (1) Deny listing on the RHE waiting list.
- (2) Deny or withdraw an HCV, Mod Rehab housing, or Project-Based Voucher.
- (3) Refusal to enter into a HAP contract or approve a lease request.
- (4) Refusal to process or provide assistance under portability procedures.

#### **5.6.f. Notification of Ineligibility**

24 CFR 982.201

RHE will provide an applicant prompt written notice of its decision to deny assistance. The notice will give a brief statement of the reasons for the decision and inform the applicant of his/her right to request an informal review of the ineligibility decision. The applicant will be given 10 calendar days to request an informal review.

## CHAPTER 6. VOUCHER ISSUANCE

### 6.1. SUBSIDY STANDARDS

Subsidy standards are established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

In determining bedroom size, RHE generally assigns one bedroom to two people. However,

- (1) The single head of household will be assigned a bedroom.
- (2) The head of household with a spousal relationship or co-head will be assigned a bedroom.
- (3) Beyond the head of household, two persons regardless of age or gender would be assigned one bedroom.
- (4) Live-in aides will be provided a separate bedroom. Live-in aides will be supplied one bedroom regardless of parental status.
- (5) Children, whose custody is being obtained through the foster care system, who are temporarily away at school, or temporarily absent in foster care are included in determining the family's bedroom size.

Children being adopted outside of the foster care system or custody acquisitions that occur outside of court awarded custody, will not be considered in determining family size until custody has been awarded and documentation of the custody award has been received.

- (6) The unborn child of a pregnant woman will be considered in determining the family's bedroom size.
- (7) RHE may grant exceptions to normal occupancy standards when a family requests a reasonable accommodation.

This results in the following occupancy standards:

Unit Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0-BR	1	2
1-BR	1	4
2-BR	2	6
3-BR	4	8

4-BR	5	10
5-BR	6	12
6-BR	7	14

The above standards do not preclude a family from selecting either a smaller or larger sized unit than listed subject to the specific regulations of the assigned HUD program. The maximum standard is used to determine when a household has become overcrowded and needs a larger size voucher. Voucher issuance is based on the minimum occupancy standard and not the maximum.

## **6.2. ISSUANCE OF HOUSING CHOICE VOUCHER**

### **6.2.a. Applicant Briefing** 24 CFR 982.301

To be issued a voucher, applicants must attend a HUD required briefing at which RHE staff will explain how the program works. The briefings will be conducted as often as needed in group sessions and will include an overview of the HCV program including Housing Quality Standards (HQS) requirements and specific tips on how applicants can conduct their search for housing.

RHE will accommodate any applicant with a disability through an individual meeting, if requested. RHE must ensure that any persons with disabilities understands the briefing in order to gain the full benefits of the program. RHE staff will assist individuals who have special needs or mobility/portability issues.

An applicant who cannot attend the originally scheduled briefing must contact RHE prior to the briefing to be scheduled for a later session. A family that fails without good cause to attend the scheduled briefing or contact RHE in advance will be denied admission to the program. A family that is more than 15 minutes late will not be allowed to attend the briefing if the briefing has already begun and must reschedule to attend another briefing. A family that without good cause misses a briefing that has been rescheduled at the family's request will be denied admission to the program. Good cause is defined as a medical emergency work obligations or other circumstances deemed reasonable by RHE management.

#### **6.2.a.i. Oral Briefing**

HUD requires that the oral briefing include all of the following:

- (1) A description of how the program works.
- (2) Family and owner responsibilities.
- (3) Types of eligible housing and where a family may lease a unit.

- (4) An explanation of the advantages of moving to an area that does not have a high concentration of poverty.
- (5) An explanation of portability and a list of portability contacts at neighboring PHAs.

RHE will also provide:

- (1) An explanation that the family share of rent may not exceed 50% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.
- (2) Information regarding the Family Self-Sufficiency Program.

#### **6.2.a.ii. Briefing Packet**

Applicants at each briefing will be provided a briefing packet that includes the following subjects and other material:

- (1) The term of the HCV, including RHE' policies on extensions, reasonable accommodations, suspensions (tolling), and procedures for requesting an extension.
- (2) Information on how RHE calculates HAP and TTP including:
  - (a) RHE' payment standards and utility allowance schedule.
  - (b) How RHE determines the maximum rent for an assisted unit.
- (3) Information on what the family should consider when leasing a unit, including reasonable rent, unit condition, utility costs and efficiency, and the location of the unit to services, plus:
  - (a) The HUD brochure "A Good Place to Live." on how to select a unit.
  - (b) HUD's lead-based paint brochure, "Protect Your Family from Lead in Your Home."
- (4) RHE subsidy standards and any exceptions to the standards.
- (5) Where the family may lease a unit and an explanation of the portability feature, if applicable:
  - (a) A list of the names and contact information for portability staff at housing authorities in neighboring jurisdictions.

- (b) A list of landlords with available units to lease under the housing choice voucher program.
- (c) A listing of any accessible units known to RHE.
- (d) A map of the city of Rockville.
- (6) An explanation of the HUD-required tenancy addendum.
- (7) The Request For Tenancy Approval (RFTA) form and the approval process.
- (8) RHE' policy on providing information to prospective landlords about a prospective family.
- (9) Information on federal, state, and local equal opportunity laws and a copy of the housing discrimination complaint form. (HUD-903.1)
- (10) The RHE grounds for terminating assistance for a participant family.
- (11) The family obligations under the HCV program.
- (12) RHE' informal review and informal hearing procedures.

#### **6.2.b. Income Limits for Voucher Issuance**

For new families entering the program, 75% of all new program participants must be at or below the extremely low-income limit (30% AMI), as published by HUD and in effect as of the date the family is selected for participation, except for low-income applicants eligible under Continuously Assisted program rules. No new program applicant can have household income that exceeds 80% of the AMI. Once a family is admitted (leased), they are no longer subject to initial income limits in order to retain eligibility.

#### **6.2.c. Voucher Term**

Once the applicant family has attended a briefing, RHE will issue a Housing Choice Voucher.

##### **6.2.c.i. Initial Voucher Term**

The initial term of the voucher is 90 days.

##### **6.2.c.ii. Extensions**

Two 30-day extensions may be granted for a family making a request in writing prior to the expiration date. The family must provide a statement of their efforts to find a unit, and that additional time can reasonably be expected to result in successfully leasing a unit. No voucher will have a term longer than 120 days without an extraordinary reason. If a family has not

utilized an issued voucher after 180 days, the voucher will terminate and no additional extensions will be provided. For currently unassisted families, after 180 days of non-use of a voucher, the family's program participation will terminate, and the family must apply for the waiting list when the waiting list is open to receive another voucher. For currently assisted families, after 180 days of non-use of a voucher, the family must begin the voucher request move process from the beginning by submitting a new request to locate package.

Additionally, if a family has been unassisted, meaning no HAP has been paid on their behalf for 180 days, the family's program participation will be terminated. If the family's voucher expires (with or without an extension), the family must wait until RHE begins accepting HCV applications to reapply.

**24 CFR 982.455**

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

**24 CFR 880.603(c) 3**

Continuation of housing assistance payments. A family's eligibility for Housing Assistance Payments continues until the Total Tenant Payment equals the contract rent plus any utility allowance. The termination of eligibility at such point will not affect the family's other rights under its lease, nor will such termination preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances during the term of the Contract (HAP Contract).

**Reasonable Accommodations.** Upon request, RHE may approve an extension beyond 120 days if RHE determines that additional search time is warranted as a reasonable accommodation to a household that includes a person with disabilities. Families must supply documentation of why they have not been able to lease a unit. Documentation may include, but is not limited to a list of applications submitted application denials, or other documentation deemed reasonable by RHE management.

**6.2.c.iii. Suspensions (Tolling)**

When a Request for Tenancy Approval (RFTA) is received, no time is counted against the term of the family's voucher during the period required to process the request. If the unit is not approved, the family can resume its search for housing with the same amount of time remaining on its voucher as was there on the date the RFTA was submitted.

## **CHAPTER 7: LEASING AND PORTABILITY**

### **7.1. LEASING**

#### **7.1.a. In-Place Leasing**

HCV Program experience indicates that it is easier for many participants to negotiate a voucher lease in their present unit than with a new landlord. It is RHE's intent, through landlord outreach, to encourage mobility and portability as well as leasing in place. As part of that landlord outreach, RHE staff will provide landlord information and training programs regarding regulations and requirements for participation in the voucher program. For lease-in-place participants, a new lease must be executed with the landlord that will correspond with the HAP contract effective date.

#### **7.1.b. Request for Tenancy Approval (RFTA) Process**

When a voucher holder finds a suitable unit, the family submits a completed RFTA (form HUD 53517). A family may not submit more than one RFTA for approval at a time. The time on the voucher will be suspended until the Housing Quality Standards (HQS) inspection and RFTA processing have been completed.

Upon receipt of the RFTA, RHE will contact the prospective landlord to confirm the unit information on the RFTA to provide the landlord with program information and to encourage the landlord to screen the applicant for rent, credit, and criminal histories.

#### **7.1.c. Approval to Lease a Unit**

RHE will approve a lease if all of the following conditions are met:

- (1) The unit is eligible. RHE has received proper ownership records and a copy of the city of Rockville Rental license.
- (2) The unit is inspected by RHE and passes HQS.
- (3) The lease is approvable and includes the following:
  - (a) The names of the owner and tenant.
  - (b) The address of the unit rented.
  - (c) The term of the lease (initial term and any provisions for renewal).
  - (d) The amount of the monthly rent to the owner.
  - (e) A specification of what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.

- (f) The required HUD tenancy addendum.
- (4) The rent to owner is reasonable.
- (5) The family's share of rent does not exceed 50% of their monthly adjusted income, if the gross rent exceeds the applicable payment standard.
- (6) The owner has not been debarred, suspended, or made subject to a limited denial of participation by HUD or RHE.
- (7) The family continues to meet all eligibility and screening criteria.
- (8) If the landlord is not on HUD's debarred listing.

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

#### **7.1.d. Assistance to Families who Claim Discrimination**

RHE complies fully with all federal, state, and local nondiscrimination laws, the Americans with Disabilities Act, and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, because of race, color, sex, religion, national or ethnic origin, familial status, age, disability, sexual orientation, gender identification, marital status, or source of income be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under RHE' housing programs.

Families will receive HUD's discrimination complaint form (HUD-903.1) in their briefing packets, and RHE staff will provide information and assistance on how to file a housing discrimination complaint.

#### **7.1.e. Initial Lease Up - Tenancy Requirement**

Upon the initial move into a unit, the family must reside in the unit for the full one-year initial lease term. Exceptions to the tenancy requirement will be considered for issues relating to Violence Against Women Act (VAWA), reasonable accommodation requests, or other good reason as determined by RHE. Other good cause can include, but is not limited to HQS violations that require the family to move and the addition of minor children through birth or court awarded custody or through the foster care system that cause the unit to be overcrowded based on the maximum occupancy standard.

**7.2. HOUSING QUALITY STANDARDS (HQS) INSPECTIONS**  
24 CFR 982.401

**7.2.a. HQS Overview**

RHE cannot make assistance payments on a unit that is not in compliance with HUD's Housing Quality Standards (HQS). To that end, RHE must inspect a unit before it can be leased under the HCV program and at least biennially thereafter.

RHE conducts the following types of HQS inspections:

- (1) Initial inspections.
- (2) Biennial inspections.
- (3) Complaint inspections.
- (4) Quality control inspections.

**7.2.b. Initial Inspections**

RHE will conduct an HQS inspection within 15 calendar days after receipt of the Request for Tenancy Approval (RFTA) if the unit is ready. All utilities must be in service when the unit is inspected.

Immediately following the initial inspection, the owner will be notified in writing of any conditions that violate HQS requirements. The owner must make repairs as required to eliminate the violations cited. RHE' inspector must re-inspect the unit and issue a passing inspection report before the lease and HAP contract are executed.

**7.2.c. Biennial Inspections**

RHE will conduct biennial HQS inspections on each assisted unit every 24 months according to HUD regulations as amended.

RHE must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and the owner will be notified of the date and time for the biennial inspection. RHE will require landlords to submit a current city of Rockville rental license with each biennial HQS inspection. Failure to submit the current city of Rockville rental license will result in a failed inspection.

The family may reschedule the biennial inspection by calling RHE 48 hours prior to the day of the scheduled appointment. The rescheduled inspection must be coordinated with the inspector's schedule. If the family is unable to facilitate two scheduled inspection appointments, the family will be subject to termination.

If the inspector is unable to gain access to a unit at the scheduled inspection time, RHE will terminate the family's assistance for violating its Family Obligations.

#### **7.2.d. Complaint Inspections**

HQS inspections may be requested by program participants, owners, or RHE. When emergency conditions arise, participants have the right to reasonable notice prior to a complaint inspection. Participants are required to permit RHE access and are subject to the same procedures and requirements described above under biennial inspections.

#### **7.2.e. Quality Control Inspections**

RHE conducts quality control inspections on a sample of HCV units to ensure the quality and effectiveness of its inspections system. Requirements to provide RHE access are the same for a quality control inspection as for an biennial inspection. As with biennial and complaint inspections, families and owners are provided notice by first class mail or email of a scheduled quality control inspection and may call and/or email prior to the day of the inspection appointment to reschedule the inspection. If a family misses two inspections, RHE will terminate the family's assistance for violating its Family Obligations.

#### **7.2.f. Repair of HQS Violations**

RHE will inform the owner and the participant in writing following every inspection of the inspector's findings. Any HQS violations cited by the inspector must be corrected. RHE will verify the correction of HQS deficiencies noted during a biannual or interim inspection. PIH Notice 2020-31 notes HQS corrections to deficiencies found during a biannual or interim inspection do not have to be physically verified by an HQS inspector. On a case-by-case basis, RHE may choose to accept verification of the HQS deficiency correction by receiving one of the two following documentation:

- (1) Owner's written certification.
- (2) Picture or video of the repair.

For initial inspections, HQS inspection deficiency corrections must be verified by an HQS Inspector.

#### **7.2.f.i. Emergency HQS Violations**

HQS violations that are life threatening must be corrected or abated within 24 hours of RHE' inspection.

Emergency violations may include no working toilet within the unit, no heat, or other serious conditions deemed by RHE.

RHE will inform the owner immediately when an emergency violation has been cited.

**7.2.f.ii. Routine HQS Violations**

HQS violations that are not emergency violations are considered routine violations. Owners must correct routine HQS violations within the time specified by the inspector, but no later than 30 days of the citation or before the expiration of any extension provided by RHE.

**7.2.f.iii. Abatement of HAP or Contract Termination**

If violations have not been corrected within the time specified by RHE, RHE will abate the housing assistance payments (HAP) for the unit effective no later than the first day of the following month.

RHE will continue to encourage the owner to make the repairs requested.

If a subsequent inspection determines that requested repairs have been completed, RHE will reinstate HAP payments effective the day the unit passes the HQS inspection. However, no payment will be made for the days during the abatement period while the unit was out of compliance.

RHE will issue a 30-day notice to cure HQS violation of contract termination at the beginning of the abatement period. If the unit remains out of compliance at the end of the 30-day notice period, the HAP contract will be terminated and RHE will issue the family a voucher to locate a new unit.

**7.2.f.iv Family-Caused HQS Violations**

The family is responsible for any breach of HQS standards including:

- (1) The family's failure to supply and pay for any utilities, which are the family's responsibility under the lease and HAP contract.
- (2) The family's failure to provide and maintain any appliance, which is the family's responsibility to supply under the lease and HAP contract.
- (3) Damage beyond normal wear and tear to the unit or common areas caused by any member of the household or guest.
- (4) Not allowing the inspection to occur by refusing access to the inspected unit or a household member 18 year of age or older not being home to allow the inspector access to the unit for the inspection.

The family is required to correct any life-threatening breach of HQS it has caused within 24 hours and any routine HQS violation within 30 days.

RHE will take prompt and vigorous action to enforce the family's HQS obligations and will terminate the family's assistance from the program if the family fails to comply with HQS

requirements.

### **7.3. ELIGIBLE/INELIGIBLE HOUSING**

#### **7.3.a. Eligible Housing**

Units in the following types of properties are eligible for housing voucher assistance:

- (1) Single family dwellings.
- (2) Town houses.
- (3) Apartments.
- (4) Cooperative housing.
- (5) Manufactured housing.
- (6) Manufactured home space rentals.

#### **7.3.b. Ineligible Housing**

The following types of housing cannot be assisted under the HCV program:

- (1) Public housing unit.
- (2) A unit receiving project-based assistance under a HCV program.
- (3) Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services.
- (4) College or other school dormitories.
- (5) Units on the ground of penal, reformatory, medical, mental, and similar public or private institutions.
- (6) A unit occupied by its owner. This restriction does not apply to a cooperative or to assistance on behalf of a manufactured homeowner leasing a manufactured home space.
- (7) A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

#### **7.3.c. Ineligible Special Housing**

RHE will not approve a tenant-based housing voucher lease for any of the following special

housing types, except as a reasonable accommodation for a family with disabilities:

- (1) Congregate housing.
- (2) Group homes.
- (3) Shared housing.
- (4) Single Room Occupancy housing.

#### **7.4. DISAPPROVAL OF OWNERS**

24 CFR 982.306

RHE will not approve a unit:

- (1) If the owner is debarred, suspended, or subject to a limited denial of participation by HUD.
- (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 or other federal equal opportunity requirements, and such action is pending.
- (3) If directed by HUD, because a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- (4) If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless RHE determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- (5) The owner has violated obligations under a HAP contract.
- (6) The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- (7) The owner has engaged in drug-related criminal activity or any violent criminal activity.
- (8) The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards for units leased with project-based voucher assistance or under any other federal housing program.
- (9) The owner has a history or practice of renting units that fail to meet state or local

housing codes.

- (10) The owner has not paid state or local real estate taxes, fines, or assessments.
- (11) The owner refuses (or has a history or refusing) to evict families for drug-related or violent criminal activity or for activity that:
  - (a) Threatens the health, safety, or right to peaceful enjoyment of the premises by tenants.
  - (b) Threatens the health or safety of RHE employees or owner employees.
  - (c) Threatens the health, safety, or right to peaceful enjoyment of their residences by people residing in the immediate vicinity of the premises.
- (12) The owner's participation would create other conflicts of interest under federal, state, or local law. Effective October 1, 2021, all new landlords will be required to submit a self-certification that the property is not in foreclosure prior to being approved.

RHE will provide written notification to the owner and the voucher holder if an owner is not in compliance, and the owner will be given an opportunity to rectify any deficiencies.

## **7.5. PAYMENT STANDARD**

### **7.5.a. Setting the Payment Standard**

RHE establishes a payment standard schedule that is between 90% and 110% of the HUD-published Fair Market Rent (FMR). Each year, after publication of the FMRs, RHE reviews the payment standards in effect to determine if increases or decreases are required. In making this determination, RHE considers vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates and search times of voucher holders looking for housing, and the percentage of annual income families are paying for rent under the voucher program.

Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. When circumstances warrant, RHE may consider adjusting payment standards at times other than the annual review.

RHE may establish a higher payment standard up to 110% of the FMR as a reasonable accommodation for a family that includes a person with disabilities or request approval from the HUD field office for a payment standard up to 120% of the FMR.

RHE will implement PIH Notice 2016-05, which authorizes a PHA to approve a payment

standard of not more than 120% of the FMR without HUD approval, if requested as a reasonable accommodation by a family that includes a person with a disability.

RHE must maintain documentation that shows:

- (1) A rent reasonableness analysis was conducted in accordance with the HCV program regulations. 24 CFR 982.507
- (2) The family requested lease approval for the unit and requested an exception payment standard as a reasonable accommodation.
- (3) The unit has features that meet the needs of a family member with disabilities. For example, a unit may be suitable because of its physical features or for other reasons, such as having the necessary number of bedrooms, location on an accessible transit route, or proximity to accessible employment, education, services, or recreation.

The request for reasonable accommodation must be submitted in writing and include supporting documentation, for example from a medical professional.

#### **7.5.b. Area Exception Rents**

RHE may request that HUD approve an exception payment standard for higher cost areas within its jurisdiction. Exception payment standard rent authority may be requested for all or some unit sizes or for all or some unit types.

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

#### **7.5.c. Selecting the Correct Payment Standard** 24 CFR 982.505

##### **7.5.c.i. Use of the Payment Standard**

The payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard is the maximum monthly assistance payment permitted under the program.

The actual monthly assistance RHE will pay is equal to the lower of:

- (1) The payment standard for the family size less the family's total tenant payment.
- (2) The gross rent minus the family's total tenant payment.

**7.5.c.ii. Determining the Payment Standard for a Family**

Payment standards are established by unit size. A family's payment standard is the lower of:

- (1) The payment standard for the family unit size.
- (2) The payment standard for the unit size rented by the family.

If the unit rented by the family is located in an exception rent area, RHE will use the appropriate payment standard for the exception rent area.

**7.5.c.iii. Increase in the Payment Standard**

If the payment standard increases during the term of the HAP contract, the new payment standard will be implemented at the family's next recertification or upon any move to a new unit, whichever is earlier.

**7.5.c.iv. Decrease in the Payment Standard**

If the payment standard decreases during the term of the HAP contract, the lower payment standard will be applied at the family's second reexamination following the decrease.

At the family's first reexamination following the decrease, the payment standard will be the higher of:

- (1) The payment standard used at the most recent reexamination.
- (2) The payment standard that is determined using the decreased payment standard schedule and selecting the lower of the payment standard amount for the family size or the payment standard for the unit size rented by the family.

**7.5.c.v. Change in Family Size**

If a family's household composition, based unit size changes during the HAP contract term, the payment standard for the new family size which is in effect at the time of the family's next regular reexamination must be used regardless of any decrease in the payment standard amount.

**7.6. RENT REASONABLENESS**  
24 CFR 982.507

RHE will not approve an initial rent or a rent increase without determining that the rent is reasonable. Rent reasonableness is determined prior to the initial lease and at the following times:

- (1) Before any increase in rent to owner is approved.

- (2) If, 60 days before contract anniversary date, there is a 5% decrease in the published FMR, as compared to the previous FMR.
- (3) If RHE or HUD directs that rent reasonableness be determined.

#### **7.6.a. Comparability**

Rent is reasonable if it is not greater than rent charged for comparable unassisted units in the neighborhood. In determining rent reasonableness, RHE will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit, and comparable units. RHE will document rent reasonableness determinations in each tenant file with information on a minimum of two comparable units or with documentation from the rent reasonableness database of the service provider conducting the rent reasonableness determination.

Owners may review the rent determination made on their unit and may submit additional information.

By accepting the HAP each month, the owner certifies that the rent to the owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

#### **7.7. ASSISTANCE AND RENT FORMULAS**

The total tenant payment (TTP) is the minimum amount a family will pay towards rent and utilities. If a family selects a unit that rents for more than the payment standard, the family will pay the TTP plus the amount by which the gross rent exceeds the payment standard.

The family share is the full amount the family is required to pay for rent and utilities.

#### **7.7.a. Total Tenant Payment**

The TTP is the minimum amount a voucher family will pay for rent and utilities. The TTP is equal to the highest of:

- (1) 10% of the family's monthly income.
- (2) 30% of the family's adjusted monthly income; not to exceed 50% AMI at move in.
- (3) The minimum rent, if applicable.

#### **RHE MTW Activity 4 - Minimum Rent**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

### **7.7.b. Minimum Rent**

All newly admitted and currently assisted **workable** families must pay a minimum rent of **\$130** for the cost of rent and utilities. A workable family is any household with members 18 years or older who are NOT elderly, disabled, enrolled in full-time school or a job training program, or a full-time caregiver. RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests. (See Appendix B - RHE Hardship Policy)

All newly admitted and currently assisted **non-workable** families must pay a minimum rent of **\$50** for the cost of rent and utilities. A non-workable family is where the head of household (as well as the co-head of household or spouse, if applicable) is elderly or disabled and is on a fixed income OR all other household members 18 years or older that are elderly or disabled and on a fixed income or enrolled in full-time school or a job training program. RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

#### **RHE MTW Activity 5 - Initial Rent Burden**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The initial rent burden, or the maximum family rent share, is 50% of the family's monthly adjusted income. This activity applies to both newly admitted and currently assisted workable and non-workable families.

#### **RHE MTW Activity 15 – Graduated Total Tenant Payment**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

### **7.7.c Graduated Total Tenant Payment**

Workable families will incur a graduated total tenant payment (TTP), that will increase by the greater of the increase in TTP based on the increase in household income or 5% each year for families on annual recertifications schedules and 10% for families on triennial recertification schedules. Once the family progresses all the way through the graduated total tenant payment schedule, they will have graduated from the HCV program and will no longer receive a subsidy. This activity applies to newly admitted and currently assisted workable families.

## **7.8. UTILITY ALLOWANCE**

### **7.8.a. Utility Allowance Schedule**

RHE maintains a utility allowance schedule for all tenant-paid utilities (except telephone, internet, and cable television), trash collection service as needed, and tenant-supplied appliances.

The utility allowance schedule is determined based on the typical cost of utilities and service paid by energy-conservative households that occupy housing of a similar size and type in the same locality. In developing the schedule, RHE uses normal patterns of consumption for the city

as a whole and current utility rates.

RHE reviews the utility allowance schedule once each year to determine if it continues to be in line with local utility rates. A revised schedule is adopted whenever there has been a change of 10% or more in the utility rate since the last time the schedule was revised. A revised schedule is applied at the family's next recertification or when a family moves to a new unit.

The allowance for tenant-supplied appliances is a depreciation allowance, not an allowance related to the cost of operating the appliance. The cost to the tenant for operating appliances, whether tenant-owned or belonging to the owner, is covered by allowances for electricity and gas.

**7.8.b. Applying the Utility Allowance**  
PIH Notice 2016-05

RHE will use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the voucher size issued, as determined under the RHE subsidy standards.

In cases where a reasonable accommodation has been provided to a family that includes a person with disabilities, the PHA must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

The utility allowance will be subtracted from the family's share to determine the amount of the tenant rent. Tenant Rent is the amount the family owes each month to the owner. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

**7.8.c. Utility Reimbursement Payment (URP)**  
24 CFR 982.4

When the allowance calculated for tenant-paid utilities exceeds the TTP, RHE will make a utility reimbursement payment to the tenant each month.

**7.9. LEASE APPROVAL**  
24 CFR 982.308-309

The assisted lease between the tenant and owner (including any new lease or lease revision) must be reviewed by RHE for compliance with the terms of the HAP contract. The HUD Tenancy Addendum must be attached to the HAP contract and the owner's lease. The following requirements must be met:

**7.9.a. Tenant's Legal Capacity**

The tenant must have legal capacity to enter into a lease under state and local law, which in the State of Maryland includes a requirement that the head of the household be at least 18 years of age.

**7.9.b. Tenancy Addendum**  
HUD 52641-A

If there is any conflict between the HUD Tenancy Addendum and any other provisions of the lease, the provisions of the HUD Tenancy Addendum shall prevail.

**7.9.c. State and Local Law**

The owner's lease must comply with state and local law.

**7.9.d. Utilities**

The lease must specify what utilities and appliances are owner supplied and what utilities and appliances are to be supplied by the family.

**7.9.e. Lease Term**

The initial lease term must be for at least one year, unless RHE determines that a shorter term of not less than six months would improve housing opportunities for the family. The lease terms that apply must be consistent with those generally applied to unassisted tenants in the same property.

**7.9.f. Changes in the Lease**

A new HAP contract establishing a new tenancy is required if the owner requests a change to the lease term or to the agreement on which utilities and appliances are supplied by the owner or the tenant.

A new tenancy with a new lease and new HAP contract is required if the tenant moves to a new unit even if the unit is in the same building or complex.

Other changes to the lease agreed to by the owner and the tenant must be in writing and must comply with HCV program requirements, but do not require execution of a new HAP contract. The owner must provide RHE immediately with a copy of any revised lease agreement.

The owner must request RHE approval of any proposed rent increase in writing at least 60 days before any increase can become effective as described in Chapter 8, paragraph 8.6.

**7.10. SECURITY DEPOSITS**  
24 CFR 982.313

Owners are encouraged to collect a security deposit. The security deposit may not be in excess of private market practice, cannot exceed amounts charged by the owner to unassisted tenants, and cannot exceed amounts permitted by state or local law. Local law states that the security deposits may not exceed two month's rent.

**7.11. HOUSING ASSISTANCE PAYMENTS CONTRACT EXECUTION**  
24 CFR 982.451**7.11.a The HAP Contract**

The housing assistance payments contract (HAP contract) is the contract between RHE and the owner wherein the owner agrees to lease a specified dwelling unit to a specified eligible family, and RHE agrees to make monthly housing assistance payments to the owner on behalf of the family.

HUD allows families to move in prior to HQS, The HAP contract may not be effective until the unit passes the HQS inspection. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

All owners must provide to RHE an IRS Form W-9 with a tax identification number or social security number and direct deposit bank account authorization and a copy of the current city of Rockville license before any HAP payments can be made.

The total rent paid by the tenant plus RHE' housing assistance payment to the owner may not be more than the rent to owner shown on the lease, HAP contract, or RHE rent change documents. The owner must return immediately any excess HAP payment to RHE.

**7.11.b. Payment to Owners**

**7.11.b.i.** The amount of monthly housing assistance payment is the lower of:

- (1) The payment standard minus the total tenant payment.
- (2) The gross rent minus the total tenant payment.

**7.11.b.ii.** All owners must agree to direct deposit of the housing assistance payment.

**7.11.b.iii.** If payments are not made when due, the owner may charge RHE a late payment, as specified in the HAP contract and in accordance with generally accepted practices in the city of Rockville, if the following conditions apply:

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

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

**7.11.c. Change of Ownership**

Before making HAP payments to a new owner after the sale of a property, RHE must receive a written request from the owner who executed the HAP contract and a copy of the Deed of Trust showing the transfer of title. RHE must also receive a request from the new owner providing account information for direct deposit of HAP payments and an IRS Form W-9 for the new owner.

**7.12. PORTABILITY**

24 CFR 982.353, 982.354 AND 982.355

Portability is the process of leasing a dwelling unit with voucher assistance outside the jurisdiction of the PHA that initially issued the family its voucher. HCV regulations permit a voucher participant to use his or her voucher assistance anywhere in the United States where there is a PHA administering the HCV program.

RHE will use the required HUD Family Portability Information form HUD-52665 for both outgoing and incoming families. (See Appendix F)

**7.12.a. Moving Out of Rockville Using Portability****7.12.a.i. Eligibility for Portability**

A family using portability for its first lease under the HCV program must select a unit in a jurisdiction where the family is within the extremely low-income limit of 30% AMI.

**7.12.a.ii. Portability Procedures**

If a family notifies RHE that they want to move using portability, RHE will contact the receiving PHA and confirm that the family is eligible to move, that their HCV has been issued, and that the family wishes to relocate to the receiving jurisdiction. Form HUD-52665 Part I, the most recent form HUD-50058, copies of income verification and declarations of citizenship or eligible immigration status, and a copy of the HCV issued by RHE will be sent by certified mail, fax, or email to the receiving PHA. RHE will also advise the family how to contact and request assistance from the receiving PHA.

**7.12.b. Moving Into Rockville Using Portability**

RHE will accept a family with a valid HCV from another jurisdiction and administer or absorb the subsidy. In order to prevent an adverse effect on the HCV waiting list, in most cases RHE will choose to administer the subsidy on behalf of the initial PHA. RHE will notify the initial PHA through Part II of the form HUD-52665 that their family is moving into RHE's jurisdiction. Attached to the 52665 will be the current form HUD-50058. For monthly billing purposes, RHE will use the 52665 form to show the schedule changes and any fees owed to RHE.

RHE will determine the family's unit size in accordance with RHE subsidy standards and will approve voucher extensions in accordance with RHE policy. RHE will review all Reasonable

Accommodations a family has in place at the time they port into RHE’s jurisdiction. RHE may choose not to accept an existing Reasonable Accommodation request but may require a family to complete a new Reasonable Accommodation request at the time of port-in.

## **CHAPTER 8: ONGOING OCCUPANCY FUNCTIONS**

### **8.1 RECERTIFICATION OF PARTICIPATING HOUSEHOLDS**

24 CFR 982.516

RHE will recertify family income, composition, allowances and re-determine rent and the HAP on behalf of the family at least annually. The family must supply any information requested by RHE or HUD.

#### **8.1.a. Annual Recertifications**

##### **RHE MTW Activity 1 - Alternative Recertification Schedule For Households**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

Triennial recertifications are conducted for all newly admitted and currently assisted workable and non-workable families. Annual recertifications will remain for families claiming zero income and families making less than the minimum rent income level.

For all families reporting zero income, a Zero Income Certification/Zero Income Affidavit must be completed and signed along with a Zero Income Questionnaire that shows how the family finances their survival and essential living expenses. Failure and/or refusal to complete a Zero Income Questionnaire will result in non-compliance of the annual recertification process and will result in program termination. Zero income is defined as a household that reports no income or only reports non-earned income that is obtained through third party personal contributions or donations (not including child support received through the court system).

#### **8.1.b. Recertification Appointments**

All participating voucher families will be notified in writing 90-120 days in advance of their scheduled effective recertification due date.

#### **8.1.c. Virtual Recertification**

RHE may choose to conduct recertifications virtually, RHE may choose to conduct recertifications virtually, through the mail, email, or the Yardi Client Portal.

- (1) In the event the recertification appointment is in person and the family is unable to attend the recertification appointment, one make-up appointment day will be provided in the original recertification scheduling letter. If the family does not attend either the original appointment or the make-up date options, the family will receive a notice of termination for non-compliance.
- (2) A family may ask to have the date and time of the reexamination appointment changed by calling RHE in advance of the scheduled appointment.
- (3) Persons with disabilities may request that a reexamination be conducted by mail,

by staff home visit, or by an authorized representative as a reasonable accommodation.

- (4) RHE staff will complete the reexamination in a timely manner based on the timeliness of the information provided.

## **8.2. EFFECTIVE DATE OF RENT CHANGES**

The new family rent portion will generally be effective on the first date of the month of the effective date of the action. HUD does not require a 30-day notice of an increase of tenant rent. If the reexamination action is late due to RHE staff processing, and the rent change results in an increase in the family's tenant rent portion, the family may request a rent adjustment, if the family portion of rent increases more than \$50 a month.

### **8.2.a. Delay Caused by Family**

However, if the family has caused a delay in RHE's completion of the recertification, the family will not be entitled to the 30-day rent change notice adjustment. When the family has delayed a recertification caused by the family not providing documents timely or not responding to the recertification notification:

- (1) An increase in the tenant rent portion will be effective on the family's anniversary date and may be implemented retroactively if the required reexamination process has not been completed by the anniversary date.
- (2) Notice of any change in the tenant rent portion and its effective date will be sent by mail and/or email to the owner and the family.

### **8.2.b. Client Notification of Tenant Rent Change**

Program participants will be notified of the new tenant rent amount through USPS mail. Clients that do not receive notification of the new tenant rent by the recertification effective date must contact RHE to confirm the new tenant rent amount. Clients may also utilize the Yardi electronic client portal to view the tenant rent determination at any time and are not dependent on RHE staff to provide the information to them. When possible RHE staff may email the tenant rent change notification but are not required to do so.

### **8.2.c. Email Communication**

Clients who specifically request not to be emailed documents will be responsible for receipt of the documents through USPS mail or in person pickup. RHE will not be responsible for non-receipt of rent change forms, recertification notifications or other important documents if the client refuses electrotonic communication.

### 8.3. INTERIM REEXAMINATIONS

An interim recertification is one that is performed between annual recertifications to reflect changes in family circumstances.

Interim recertifications are limited to one interim per calendar year and are processed at the request of the family. If the interim is for a decrease in income, only income decreases of 10% or more are processed. Interim decreases are limited to one during a calendar year and no interim decreases are granted during the first six months after initial occupancy. Required interim recertifications for household composition changes are count against the limit on voluntary interim recertifications.

A No Adjustment Letter will also be sent to the family for non-submission of pending items needed to complete the interim recertification if not submitted by the requested deadline. If this occurs, the family will be responsible for submitting a new interim recertification to report any changes in family income or composition along with the required supporting documentation. If the family produces a delay in the resubmission of the interim recertification packet and it causes an income discrepancy due to unreported income, the family may have to enter into a repayment agreement.

Misrepresentation of or failure to report changes in family composition in order to maintain a voucher payment standard or bedroom size in which the family would not otherwise be eligible may result in program termination.

### 8.4. INTERIM REPORTING REQUIREMENTS

Between annual recertifications families are required to report any change in household composition.

### 8.5. REPORTING OTHER CHANGES

A family may report a decrease in income or an increase in expenses related to allowable deductions. RHE may conduct an interim recertification to reduce a family's rent for any change that will last more than 30 days, within the allowable interim submission limits.

- (1) **Verification at Interim Recertifications.** Family information that has changed will be verified at an interim recertification. Per HUD's regulations, an EIV and IVT will be pulled for each interim transaction.
- (2) Interim recertifications will be processed within 60 days of receiving the completed interim recertification packet.
  - (a) An interim recertification packet is not considered complete until ALL requested documents have been received. Once ALL requested documents have been received, the 60-day processing time will begin.

- (b) If requested documents are not received by the deadline noted in the missing document notification, the interim will be discarded and must be resubmitted with all of the requested documents. The 60-day processing time will begin upon resubmission and acceptance of the completed recertification packet.
- (3) **Effective Date of Tenant Rent Portion Changes.** Generally, following an interim recertification:
  - (a) A tenant rent portion increase will be effective the first day of the month following a 30-day written notice to the family of the new rent amount.
  - (b) A tenant rent portion decrease will be effective the first day of the month, following the 60-day period after the completed interim recertification packet is received and accepted. For example, if an interim recertification packet is received completed and is accepted on June 15th, the recertification will be effective no later than September 1st. If the completed recertification packet is received and accepted on June 30th, the recertification will be made effective no later than October 1st.

However, if the family has failed to report a required change that would result in a rent increase, the change will be effective retroactively to the date it would have been effective had the family reported the information on time.

Notice of any change in the tenant rent portion and its effective date will be sent by mail or email to the owner and the family.

## 8.6. OWNER CONTRACT RENT INCREASES

24 CFR 982.507

- (1) An owner may implement a contract rent increase request by giving the tenant advance notice as required under the lease and state and local law. The city of Rockville requires that owners provide 90 days' notice of any rent increase.
- (2) In addition, the owner must provide RHE 90 days' notice in writing prior to the effective date of the proposed contract rent increase. RHE will conduct a rent reasonableness evaluation and will not approve the proposed contract rent unless it is determined to be reasonable. An executed copy of the tenant rent renewal must be received prior to RHE approval of the rent increase.
- (3) A rent increase approved by RHE will be effective on the later of:
  - (a) The first day of the month that is or follows the anniversary date of the HAP contract.
  - (b) The first day of the month that is at least 60 days after RHE received a rent increase request from the owner.

- (c) In every situation possible, RHE will process the rent increase along with the annual recertification.
- (d) Rent increases will always be effective on the first of the month.

### **8.7. FAMILY MOVES** 24CFR982.354

A participating family wishing to move to a new unit must give RHE notice of its intent to move and request a new voucher. A family planning to move to another jurisdiction must include this information in its notice to RHE.

The family must be in compliance with its family obligations to be issued a new voucher.

The family must give the owner proper notice of its intention to vacate as required by the family's lease.

The family may not move more than once in any 12-month period. Exceptions may be granted for the purpose of providing a reasonable accommodation or other approved exception by RHE.

The lease and HAP contract for the family's new unit may begin during the month in which the family moves; RHE will pay a pro-rated HAP for the new unit and the owner of the family's previous unit. RHE may require a family to move if the HAP contract is terminated due to the owner's failure to comply with HQS, other breach of the contract, or if changes in the family size have created overcrowding that violates HQS or the Subsidy/Occupancy Standards. In such a case, RHE will issue a voucher for the family to search for a new unit.

### **8.8 FAMILY BREAKUPS** 24 CFR 982.315

#### **8.8.a. If A Family Splits Apart**

If a family splits apart, RHE shall determine on a case-by-case basis which family members, if any, will continue to receive housing assistance. In making this determination, RHE will consider:

- (1) Whether the assistance will remain with the family members who continue to reside in the assisted unit.
- (2) The needs of minor children or family members who are ill, elderly, or persons with disabilities.
- (3) Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a member of the household.
- (4) Whether the head or co-head is determined to have a greater financial need for

voucher assistance.

If a court issues a decision specifying which family members should receive continued voucher assistance, RHE must abide by the court's ruling.

## **8.9. DEPARTURE OF HEAD OF HOUSEHOLD**

### **8.9.a. HOH Departure**

If the Head of Household (HOH) decides he or she no longer wishes to reside with the household that is receiving the HAP Assistance, the HCV may not be transferred to the other family members. Only in the case of death of the HOH, military deployment, or for a reasonable accommodation of a disability may the voucher be transferred to other family members currently living in the assisted household.

### **8.9.b. Removal of Household Member**

Families reporting that a member has left the household must provide verification of that departure. The landlord must also be notified of the pending household member's removal. Families must provide documentation of where the departing family member now lives. Examples of acceptable documents include an executed lease in the member's name, a new driver's license with a new address, or a current utility bill with a new address. At least two of the four mentioned verification documents must be provided. Self-certification cannot be used to verify a household member's departure unless approved by the Executive Director.

Consideration may be provided for families that are unable to provide documentation of the departing family member's new residence. The Head of Household must provide a reasonable explanation why they are unable to provide documentation of the new residence or location of the departing household member along with documented efforts to obtain the location of the departing family member. If RHE deems the explanation not to be reasonable, RHE may choose not to allow the removal of the household member until sufficient documentation can be provided.

The family must remove the departing member from the lease agreement and provide RHE with a copy of the new lease before the family member can be removed. Families that are found to report a departing household member that is later determined by RHE to be in the household will be subject to the penalties associated with fraudulent reporting, which may include termination from the program, repayment of any HAP overpayments made due to the fraudulent statement, fines up to \$10,000, imprisonment of up to 5 years, and any other state or local government penalties that may apply.

For all changes in family composition, RHE will apply the appropriate payments based on the occupancy standards.

## **8.10. TERMINATIONS**

**8.11. OWNER TERMINATION OF TENANCY**  
24 CFR 982.310

An owner may terminate tenancy in accordance with the lease and/or for other reasons allowable by local, state, and federal laws.

The owner must comply with state and local law through the eviction process. The owner must give the family and RHE written notice of his/her intention to terminate the lease stating the grounds for the termination. The family is also required to give RHE a copy of any eviction notices from the owner.

**8.12. HAP CONTRACT TERMINATION**  
24 CFR 982.453, 454, 455.

**8.12.a. Automatic HAP Contract Terminations**

The HAP contract terminates automatically if:

- (1) The family moves out of the unit.
- (2) The lease terminates.
- (3) The owner evicts the family.
- (4) Unit being abated over 60 days.

If the owner is pursuing eviction of the family, RHE will continue to make HAP payments until the owner receives a court judgment for eviction. In some cases, RHE, at its discretion, may continue to make assistance payments until the family moves or is evicted from the unit.

The HAP contract also terminates automatically 180 days after the last housing assistance payment to the owner when increases in family income have permitted the family to begin paying the full rent or if the family has been absent from the unit for more than 180 days.

**8.13 HAP CONTRACT TERMINATIONS BY RHE**

RHE will provide 30 days' notice to the owner and the family prior to terminating a HAP contract for any of the following reasons:

- (1) RHE's termination of housing assistance to the family.
- (2) RHE has required a family to move due to overcrowding in violation of HQS.
- (3) An owner's breach of contract including:
  - (a) HQS violations.

- (b) Other contract violations.
- (c) Violations under HAP contracts for other units.
- (d) Drug trafficking or violent criminal activity.
- (e) Fraud, bribery, or other corrupt or criminal act in connection with a federal housing program.

RHE may terminate the HAP contract if it determines it lacks adequate funding under its contract with HUD.

The owner may terminate the HAP contract by giving notice to RHE and the tenant as required under terms of the lease between the owner and the tenant.

HAP contract terminations by owners of moderate rehabilitation units require a one-year notice to RHE.

#### **8.14. TERMINATION OF ASSISTANCE - PROGRAM PARTICIPANT**

RHE may terminate the assistance of a family that has violated any of the HCV program Family Obligations (Chapter 5, paragraph 5.6.) including any serious or repeated violation of the family's lease with the landlord.

RHE may terminate the assistance of a family if any member of the household or representative thereof engages in physical or verbal abuse toward RHE staff. Abuse may include, but is not limited to the use of profane language, yelling at RHE staff, or other verbal or physical assaults including direct or implied threats made against RHE staff or RHE staff's family members.

In addition, RHE may terminate assistance for any of the grounds for denial or termination of assistance set forth in Chapter 5 Paragraph 5.6, Reasons for Denial or Termination of Assistance.

RHE will provide the family and the owner 30 days' notice of its intention to terminate assistance, stating the reason for the termination. The family will have the opportunity to request an informal hearing.

#### **8.15. VIOLENCE AGAINST WOMEN (VAWA) POLICY** (See Appendix A – Emergency Transfers under VAWA)

##### **8.15.a. Purpose and Applicability**

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth Rockville Housing Enterprises (RHE) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. This Policy shall be applicable to the administration by RHE of all federally subsidized public

housing and HCV rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **8.15.b. Goals and Objectives**

This Policy has the following principal goals and objectives: Maintaining compliance with all applicable legal requirements imposed by VAWA; ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RHE; providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking; creating and maintaining collaborative arrangements between RHE, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, and stalking, who are assisted by RHE; taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RHE.

## **8.16. DEFINITIONS - AS USED IN THIS POLICY**

### **8.16.a. Domestic Violence**

The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

### **8.16.b. Dating Violence**

Means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (1) The length of the relationship.
- (2) The type of relationship.
- (3) The frequency of interaction between the persons involved in the relationship.

### **8.16.c. Stalking**

- (1) Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person.
- (2) To place under surveillance with the intent to kill, injure, harass, or intimidate

another person.

(3) 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, to cause serious bodily injury to, or to cause substantial emotional harm to:

(a) That person.

(b) A member of the immediate family of that person.

(c) The spouse or intimate partner of that person.

**8.16.d. Actual and Imminent Threat**

Refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential would occur.

**8.16.e. Immediate Family Member**

Means, with respect to a person:

(1) A spouse, parent, brother, sister, child of that person, or an individual to whom that person stands in loco parentis.

(2) Any other person living in the household of that person and related to that person by blood or marriage.

**8.16.f. Affiliated Individual**

With respect to an individual, means:

(1) A spouse, parent, brother, sister, child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual).

(2) Any individual, tenants, and lawful occupants.

**8.16.g. Perpetrator**

Means person who commits an act of domestic violence, dating violence, or stalking against a victim.

**8.16.h. Bifurcate**

Means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and state or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside as occupants.

**8.16.i. Covered Housing Provider**

Refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHA's, sponsors, owners, mortgagors, managers, state and local governments or agencies thereof, and nonprofit and for-profit organizations and entities.

**8.17. ADMISSIONS AND SCREENING****Non-Denial of Assistance**

RHE will not deny admission to public housing or to the HCV rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

**8.17.a. Admissions Preference**

Applicants for rental assistance from RHE will not receive a preference in admissions by virtue of their status as victims of domestic violence.

**8.17.b. Mitigation of Disqualifying Information**

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, RHE may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, RHE shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. RHE will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

**8.18. TERMINATION OF TENANCY OR ASSISTANCE****8.18.a. VAWA Protections**

Under VAWA, public housing residents and persons assisted under the HCV rental assistance program have the following specific protections, which will be observed by RHE:

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
- (2) In addition to the foregoing, tenancy or assistance will not be terminated by RHE as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, or stalking engaged in by a member of the assisted household, a guest, or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations.
- (3) Nothing contained in this paragraph shall limit any otherwise available authority of RHE or an HCV owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither RHE nor an HCV owner or manager may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than that applied to other tenants.
- (4) Nothing contained in this paragraph shall be construed to limit the authority of RHE or an HCV owner or manager to evict or terminate from assistance any tenant or lawful applicant if RHE, the owner, or manager, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

**Removal of Perpetrator.** Further, notwithstanding anything in paragraph 6.1 of PIH Notice 2017-08 or federal, state, or local law to the contrary, RHE or an HCV owner or manager, as the case may be, may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RHE. Leases used for all public housing operated by RHE and, at the option of HCV owners or managers, leases for dwelling units occupied by families assisted with HCV rental assistance administered by RHE, shall contain provisions setting forth the substance of this paragraph.

## **8.19. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING**

### **8.19.a. Requirement for Verification**

The law allows, but does not require, RHE or an HCV owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this Policy. Subject only to waiver as provided in paragraph 7.3 of PIH Notice 2017-08, RHE shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RHE or an HCV owner or manager receiving rental assistance administered by RHE may elect to require verification or not to require it as permitted under applicable law.

### **8.19.b. Verification of a Claimed Incident**

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, or stalking may be accomplished in one of the following ways.

### **8.19.c. HUD-Approved Form**

By providing, to RHE or to the requesting HCV owner or manager, a written certification on the HUD form 5232, that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this Policy. The incident or incidents in question must be described in reasonable detail as required in the HUD approved form, and the completed certification must include the name of the perpetrator.

#### **(1) Other Documentation**

By providing to RHE documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, stalking, or the effects of the abuse. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this Policy. The victim of the incident or incidents of domestic violence, dating violence, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

#### **(2) Police or Court Record**

By providing to RHE a federal, state, tribal, territorial, or local police or court record describing the incident or incidents in question.

**(3) Time Allowed to Provide Verification/ Failure to Provide**

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, and who is requested by RHE to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time, will result in loss of protection under VAWA and this Policy against a proposed adverse action.

**(4) Waiver of Verification Requirement**

RHE, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the RHE. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

**8.20. CONFIDENTIALITY****8.20.a. Right of Confidentiality**

All information (including the fact that an individual is a victim of domestic violence, dating violence, or stalking) provided to RHE in connection with a verification required under Chapter 8, paragraph 19 of this Policy or provided in lieu of such verification where a waiver of verification is granted shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

- (1) Requested or consented to by the individual in writing.
- (2) Required for use in a public housing eviction proceeding, as permitted in VAWA.
- (3) Otherwise required by applicable law.

**8.20.b. Notification of Rights**

All tenants of public housing and tenants participating in the HCV rental assistance program administered by RHE shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

**8.21. TRANSFER TO NEW RESIDENCE****8.21.a. Application for Transfer**

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RHE will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or HCV tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

#### **8.21.b. Action on Applications**

RHE will act upon such an application promptly, which shall be defined as 10 business days.

#### **8.21.c. No Right to Transfer**

RHE will make every effort to accommodate requests for transfer when suitable alternative vacant units are available, and the circumstances warrant such action. However, except with respect to portability of HCV assistance as provided in Chapter 8, paragraph 8.21.d. The decision to grant or refuse to grant a transfer shall lie within the sole discretion of RHE, and this Policy does not create any right on the part of any applicant to be granted a transfer.

#### **8.21.d. Portability**

Notwithstanding the foregoing, an HCV assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the HCV program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

### **8.22 COURT ORDERS/FAMILY BREAK-UP**

#### **8.22.a. Court Orders**

It is RHE' policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by RHE and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

#### **8.22.b. Family Break-Up**

Other RHE policies regarding family break-up are contained in RHE' Public Housing Admissions and Continuing Occupancy Policy (ACOP) and its HCV Administrative Plan.

**(1) Relationships with Service Providers**

It is the policy of RHE to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If RHE staff becomes aware that an individual assisted by RHE is a victim of domestic violence, dating violence, or stalking, RHE will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring RHE either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. RHE' ACOP and Administrative Plan shall describe providers of shelter or services to victims of domestic violence with which RHE has referral or other cooperative relationships.

**(2) Notification**

RHE shall provide written notification to applicants, tenants, and HCV owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

**(3) Relationship with Other Applicable Laws**

Neither VAWA nor the implementation of this Policy shall preempt or supersede any provision of federal, state, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, or stalking.

**(4) Amendment**

This Policy may be amended from time to time by RHE as approved by the RHE Board of Commissioners or its designated official.

**8.23. PROGRAM INTEGRITY**

RHE is committed to ensuring the most effective use of housing assistance funds to help the greatest number of low-income Rockville families possible. To that end, RHE seeks to identify and eliminate program abuse in any place it may emerge using internal file reviews, verification of submitted information, and follow up on referrals or allegations of program violations.

Any owner determined to have participated in fraudulent activity or other program abuse will be required to repay RHE as appropriate and may be barred from further participation in the HCV program.

A family that has failed to report household information accurately as required or who has participated in any type of fraud or program abuse will be required to repay any assistance inappropriately paid on its behalf. The family may be offered a repayment agreement or RHE

may terminate the family's assistance. If the family signs but does not comply with a repayment agreement, RHE may terminate assistance. RHE will utilize HUD E- verification systems EIV or IVT to determine potential unreported income fraud, amounts over \$2,400 are required by HUD to be investigated for unreported income fraud.

#### **8.24. INFORMAL REVIEWS AND HEARINGS** 24 CFR 982.554-555

An informal review is offered to applicants who have been denied assistance for reasons other than ineligible immigration status. An informal hearing is offered to participants to review certain RHE decisions relating to a family's assistance and to applicants denied assistance due to ineligible immigration status.

RHE' HCV Hearing Officer will be the designated person, other than the person who made or approved the decision under review or a subordinate of that person, to conduct informal reviews and hearings.

##### **8.24.a Informal Reviews for Applicants**

##### **8.24.b. When an Informal Review is Required**

The opportunity to request an informal review must be given to any applicant denied assistance or denied waiting list placement based on a preference claimed by the applicant.

##### **8.24.c. When an Informal Review is NOT Required**

An informal review is not required for:

- (1) RHE discretionary administrative determinations.
- (2) General policy issues or class grievances.
- (3) Assignment of the family's unit size under RHE' subsidy standards.
- (4) RHE' refusal to grant approval to lease a unit under the program or to approve a proposed lease.
- (5) RHE' determination that a unit selected by the applicant is not in compliance with HQS.
- (6) RHE' determination that the unit is not in accordance with HQS because of the family size or composition.

#### **8.25 PROCESS**

An applicant who is determined ineligible for assistance will receive a written notice providing:

- (1) The reason for the ineligibility determination.
- (2) A statement that the applicant has 10 calendar days from the date of the notice to request an informal review.
- (3) An explanation of informal review procedures.

RHE will hold the informal review within a reasonable period of time following receipt of the request.

The applicant will be given an opportunity to present written or oral objections to RHE' decision. After the informal review, the applicant will be notified in writing of the Hearing Officer's decision and the reasons. The determination of RHE' Hearing Officer is final.

## **8.26. INFORMAL HEARINGS FOR PROGRAM PARTICIPANTS**

### **8.26.a. When Informal Hearings are Required**

RHE must inform program participants of their right to an informal hearing to review whether RHE determinations on the following were in compliance with the law, HUD rules, and RHE policies:

- (1) Annual or adjusted income and the use of such income to compute the housing assistance payment.
- (2) Appropriate utility allowance for a participant family.
- (3) Family unit size.
- (4) Termination of assistance for a participant family because of the family's action or failure to act.
- (5) Termination of assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under RHE policy and HUD rules (or no more than 180 days).
- (6) A RHE decision to deny assistance to an applicant family on the basis of ineligible immigration status.

### **8.26.b. When Informal Hearings are NOT Required**

- (1) Discretionary administrative determinations by RHE.
- (2) General policy issues or class grievances.
- (3) Establishment of RHE' schedule of utility allowances for participant families.

- (4) A RHE determination not to approve an extension or suspension of an HCV term.
- (5) A RHE determination not to approve a unit or a lease.
- (6) A RHE determination that an assisted unit is not in compliance with HQS. However, breach of HQS due to tenant-caused action, if resulting in termination of assistance, would require an informal hearing.
- (7) A RHE determination that the unit is not in accordance with HQS because of the family size.
- (8) A determination by RHE to exercise or not to exercise any right or remedy against the owner under a HAP contract.

### **8.27. INFORMAL HEARING NOTICE REQUIREMENTS**

Upon making any decision for which a participant has a right to an informal hearing, RHE will provide the participant written notice of the decision stating that the participant has the right to request an informal hearing in writing. The participant will have 10 calendar days from the date of the notice to request the informal hearing.

If the family does not request a hearing within 10 calendar days, the termination will stand. If a family cancels a scheduled hearing the family must provide documentation that the cancellation was for just cause. Just cause can include, but is not limited to a medical appointment/emergency, an unanticipated work obligation, or other reason justifiable by RHE. If documentation of the reason of the cancellation is not provided the hearing will not be reschedule and the termination will stand. The family is not terminated from the program until the hearing has been completed or forfeited, and the final decision is rendered. The family will still be able to continue their assistance during the termination process. The family's rights under portability and other program moves may be suspended during the termination process.

Notice of a determination of annual or adjusted income, utility allowances, and the family's unit size states that the family may ask for an explanation of the basis of RHE' determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

In all other cases where an informal hearing is required, RHE must give the family prompt written notice that the family may request a hearing.

The termination notice must contain:

- (1) A brief statement of reasons for the decision.
- (2) A statement that if the family does not agree with the decision, the family may request an informal hearing on the decision in writing.

- (3) A statement of the deadline for the family to request an informal hearing (within 10 calendar days of the notification).
- (4) A description of informal hearing procedures.
- (5) Effective date of termination, if no hearing is requested.

## **8.28. INFORMAL HEARING PROCEDURE**

RHE must proceed with an informal hearing in a reasonably expeditious manner upon the family's request.

The HCV Hearing Officer conducts the informal hearings. RHE staff will present a summary of the case and any pertinent information (records and regulations) to the family and Hearing Officer who will determine whether to uphold or reverse the recommendation of RHE staff.

### **8.28.a. Discovery**

Prior to the hearing, the family will be given the opportunity to examine any RHE documents that are directly relevant to the hearing. The family must be allowed to receive copies of any such document(s) at the family's expense. If RHE does not make the document(s) available for examination upon the family's request, RHE may not rely on the document at the hearing.

RHE must be given the opportunity to examine, at the RHE office before the RHE hearing, any family documents directly relevant to the hearing. RHE must be allowed to copy any such document at RHE' expense. If the family does not make the document(s) available for examination upon RHE' request, the family may not rely on the document at the hearing. The term "document" includes records and regulations.

#### **(1) Family Representation**

At its own expense, the family may be represented by a lawyer or other representative.

#### **(2) Evidence**

RHE and the family must be given the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

#### **(3) Rendering a Decision**

The Hearing Officer must issue a written decision, briefly stating the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. Preponderance of the evidence is defined as evidence which is of greater weight

or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole, shows that the fact sought to be proved is more probable than not. A written copy of the hearing decision shall be furnished promptly to the family.

#### **(4) Effect of Decision**

RHE is not bound by a hearing decision when it:

- (a)** Concerns a matter for which RHE is not required to provide an opportunity for an informal hearing or that otherwise exceeds the authority of the person conducting the hearing under RHE' hearing procedures.
- (b)** Is contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law.

If RHE determines that it is not bound by a hearing decision, RHE must promptly notify the family of the determination and of the reasons for the determination.

### **8.29 REASONABLE ACCOMMODATIONS**

RHE will provide reasonable accommodations and modifications in accordance with HUD regulations. Reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities.

HUD defines a reasonable accommodation as a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations. Please note that the Americans with Disabilities Act (ADA) often refers to these types of accommodations as “modifications.”

Under Section 504 and the ADA, public housing agencies, other federally-assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications *unless providing them would be an undue financial and administrative burden or a fundamental alteration of the program.*

All reasonable accommodation requests, whether listed in this procedure or not, must be carefully evaluated on a case-by-case basis in compliance with federal, state, and local disability rights laws.

RHE is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If a person’s disability is obvious, readily apparent, or otherwise known to the provider, and if the need for the requested accommodation or modification is also readily apparent or known, then the provider may not request any additional information. If the disability and/or the disability-related need for the requested accommodation or modification is not known or obvious, RHE will request only

information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.

#### **8.29.a. Submittal of Reasonable Accommodation Requests**

To request a reasonable accommodation, the participant must submit a properly completed RHE reasonable accommodation request packet. If the participant cannot use the RHE reasonable accommodation request packet, the participant may request the packet be provided in an equally effective format or means of communication. The participant may also submit an alternative form to request the reasonable accommodation that contains the same information as requested in the RHE reasonable accommodation packet.

Reasonable accommodations must be renewed annually by the participant for any accommodation for a person with a disability that is not verified through a Social Security Disability determination. Reasonable accommodations that are not renewed annually will automatically terminate.

RHE has 30 calendar days from the date of the reasonable accommodation submission to render a decision unless the requested party is informed in writing that additional time is needed.

All decisions to approve or deny reasonable accommodation requests will be communicated in writing.

#### **8.29.b. Reasonable Accommodation Denial**

When RHE denies a requested accommodation or modification, RHE will discuss with the requester whether there is an alternative accommodation or modification that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden.

## **CHAPTER 9: SPECIAL PROGRAMS**

### **9.1. MODERATE REHABILITATION SINGLE ROOM OCCUPANCY (SRO): THE JEFFERSON**

The Jefferson is an HCV Moderate Rehabilitation Single Room Occupancy (SRO) program for homeless individuals recovering from substance abuse and receiving case management services from the Community Ministries of Rockville, Inc. Community Ministries owns the building, which was built in the 1800's and converted to five units for residents.

Residents of The Jefferson receives services to strengthen their ability to transition from homelessness to stable residency. The program provides opportunities for men to practice personal care, community chores, meal planning and cooking, and other independent living skills. Other program goals include improving client employment and/or employability through school and paid or volunteer work experience.

A separate waiting list for The Jefferson will be maintained by the property manager, Community Ministries. RHE will keep a copy of the site-based waiting list and selections made from the list.

Jefferson residents must execute and abide by a service agreement with Community Ministries. Non-compliance will result in termination of residency at The Jefferson.

All policies and regulations previously described in this Plan apply except as indicated below.

With the exception of the application and waiting list procedures, moves and portability, policies described in the Plan are applicable to occupancy at The Jefferson.

Like landlords in the HCV program, Community Ministries may submit an annual rent increase request to RHE. Rent increases for moderate rehabilitation units are determined by a HUD formula and must be determined reasonable in comparison to rents for similar unassisted properties in the neighborhood. The rent increase formula applies HUD's annual adjustment factor to the base rent, then adds an amount for debt service specified in the HAP contract for the development

### **9.2. HOUSING CHOICE VOUCHERS FOR MAINSTREAM DISABLED**

RHE administers 50 vouchers through HUD's Mainstream Disabled program. Mainstream vouchers (also formerly known as Mainstream 5-Year Vouchers or Section 811 Vouchers) are tenant-based vouchers that serve a special population of households. All mainstream vouchers will now serve households that include a non-elderly person(s) with disabilities, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial Housing Assistance Payment (HAP) contract, (i.e., the effective date of the New Admission [action code =1] on the form HUD-50058 (or form HUD-50058 MTW).

Mainstream vouchers are bound by the policies of this Plan, except for the order of selection which is described in the following paragraph.

**9.2.a. Applications for Mainstream Vouchers**

Applications for mainstream vouchers are placed on the housing voucher waiting list based on preference and date and time of application. When a mainstream voucher becomes available, RHE will select a voucher family from the waiting list in which any member of the household is disabled and is at least 18 years old and not yet 62 years old at the effective date of the initial Housing Assistance Payment contract (HAP contract) and assign the mainstream voucher to that family.

An applicant eligible for a mainstream voucher may be selected for routine housing choice vouchers if the applicant is at the top of the waiting list and the next available voucher is a routine voucher.

If the housing voucher waiting list has an inadequate number of applicants eligible for the mainstream program, RHE may open the waiting list only for mainstream applications.

**9.2.b. Eligibility: Definition of Person with Disabilities**

A person with disabilities is a person who:

- (1) Has a disability as defined in Section 223 of the Social Security Act:
  - (a) Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months.
  - (b) In the case of an individual who attained the age of 55 and is blind and unable by reason of blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- (2) Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
  - (a) Is expected to be of long continued and indefinite duration.
  - (b) Substantially impedes his or her ability to live independently.
  - (c) Is of such a nature that such ability could be improved by more suitable housing conditions.

- (3) Has a developmental disability defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act as a severe chronic disability that:
- (a) Is attributable to a mental or physical impairment or combination of mental and physical impairments.
  - (b) Is manifested before the person attains age 22.
  - (c) Is likely to continue indefinitely.
  - (d) Results in substantial functional limitation in three or more of the following areas of major life activity: (a) self-care, (b) receptive and responsive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, and (g) economic self-sufficiency.
  - (e) Reflects the person's need for a combination and sequence of special interdisciplinary generic care treatment or other services that are of lifelong or extended duration and are individually planned and coordinated.
- (4) The definition of a person with disabilities does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
- (5) No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

### **9.3. THE FAMILY SELF-SUFFICIENCY PROGRAM (FSS)** 24 CFR 984

Family Self-Sufficiency (FSS) promotes the development of local strategies to coordinate use of rental vouchers with public and private resources to help low-income residents become self-sufficient through education, job training, counseling, case management, and other supportive services.

Families wishing to participate in the FSS program apply to the Voucher FSS Coordinator and may be enrolled immediately or placed on an FSS waiting list. Before a household is enrolled, the FSS Coordinator conducts a needs assessment and works with the family to agree on appropriate goals for the family.

FSS families sign a five-year contract with RHE, through which each commits to take specific steps to move the family toward financial independence. As a FSS program participant achieves his or her established goals, RHE makes deposits in an escrow account which the family can claim upon successful completion of the FSS contract.

Successful completion of the contract requires finishing the interim and final goals agreed to in the contract. In addition, the FSS household must not receive any welfare assistance for the 12-

month period prior to contract completion. The escrow account is forfeited if the family fails to fulfill its requirements within the five-year contract term or any extension of the term.

Extensions of the FSS contract are permitted only when situations beyond a family's control prevent it from completing its contract within five years. One extension of two years or less is permitted.

RHE' FSS policies are found in its FSS Action Plan.

#### **9.4 HOUSING CHOICE VOUCHER HOMEOWNERSHIP OPTION**

RHE' homeownership option is designed to promote and support homeownership by a first-time homeowner, a family that meets the definition of this Plan. It allows one or more members of the family to purchase a home. HCV payments supplement the family's own income to facilitate the transition from rental to homeownership. The initial availability of these assistance payments helps the family pay the costs of homeownership and may provide additional assurance for a lender so that the family can finance the purchase of the home.

##### **9.4.a. Family Participation Requirements** 24CFR 982.626

In order to encourage a successful transition from rental housing to homeownership, this program shall be open only to those who are being assisted by the RHE HCV program. A port-in client must be absorbed by RHE to qualify for HO Participation. During this period, all program requirements and family obligations will have been complied with and the family is a tenant in good standing for at least one year. Additionally, a family must meet the requirements for continued participation in the RHE HCV program.

There is no limit, subject to HUD regulations, on the number of RHE vouchers to be utilized for homeownership at any one time.

- (1) The family is qualified to participate as set forth in Chapter 3 and Chapter 9, paragraph 9.4.b. of this Plan.

Families in the Public Housing (PH) program must become an HCV participant prior to enrolling into the HCV homeownership program. If the family is a participant in the PH program and is "Purchase Ready," the family may be eligible to receive preference points on the waitlist for the HCV program to transition from PH to HCV via homeownership.

- (2) The unit to be purchased is eligible as set forth in Chapter 9, paragraph 9.4.c. of this Plan.
- (3) The family has satisfactorily completed the required pre-assistance homeownership counseling.

**9.4.b. Family Eligibility Requirements**  
24CFR 982.627

Any HCV family may participate in the HCV homeownership program that meets the eligibility requirements to purchase rather than rent a home, and is subject to the following:

- (1) The family has been admitted to the HCV program and desires to participate in the homeownership program.
- (2) At the commencement of homeownership assistance, the family must be one of the following:
  - (a) A first-time homeowner.
  - (b) A family, of which a family member is a person with disabilities and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such a person. The family must demonstrate the homeownership option is the only housing option available to meet the reasonable accommodation.
- (3) At the commencement of homeownership assistance for all families including elderly and disabled families, the family must demonstrate that its total annual income of at least \$40,000 and or be able to obtain a mortgage without voucher subsidy of at least \$130,000.
- (4) The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
  - (a) Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week). And meeting the above noted income and/or mortgage qualification requirements.
  - (b) If self-employed, earns a net income (income after business expenses have been deducted) that meets the above noted income and/or mortgage qualification requirements.
  - (c) Has been consistently employed during the year before the commencement of homeownership assistance for the family.

“Consistently employed” is defined as steady employment that may or may not include an interruption in employment lasting up to two months.

The employment requirement does not apply to an elderly and/or a disabled family. However, any non-wage income received must meet the above noted income and or mortgage qualification standards.

- (5) RHE shall not commence homeownership assistance for a family if any family members have previously received assistance under the homeownership program or has defaulted on a mortgage securing debt incurred to purchase a home.
- (6) RHE requires a family to have no indebtedness to RHE or any other PHA, nor be in a current repayment agreement with RHE or another PHA.
- (7) RHE may deny approval of a seller of a home to a family receiving homeownership assistance for any reason provided for the disapproval of an owner under the HCV rental program. These reasons include, but are not limited to:
  - (a) Violations of the HAP contract.
  - (b) Committing fraud, bribery, or any other corrupt or criminal acts in connection with any federal housing program.
  - (c) Engaging in drug-related or violent criminal activity.
  - (d) Non-compliance with HUD's housing quality standards.
  - (e) Failing to meet state or local housing codes.
  - (f) Failure to pay state or local real estate taxes, fines, or assessments.

**9.4.c. Eligible Units**  
24CFR 982.628

- (1) Any unit that is eligible under the HCV program is eligible for this program except the restriction that an independent entity must perform administrative duties for a unit owned by RHE. These duties must include a review of the contract of sale, perform a Housing Quality Standards (HQS) inspection, review the independent inspection report, and determine the reasonableness of the sales price and any PHA-provided financing. (September 17, 2003 Final Rule)

Ineligible housing includes a unit occupied by its owner or by a person with any interest in the dwelling unit. The types of eligible units are:

- (a) Single family dwellings.
  - (b) Condominiums.
  - (c) Cooperatives.
- (2) The unit must be either already existing or under construction at the time RHE determines that the family is eligible for homeownership assistance, prior to

entering into a contract of sale.

- (3) The unit must satisfy a RHE HQS inspection and have been inspected by an independent inspector designated and paid for by the family.
- (4) The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.

**9.4.d. Searching for a New Home**

24CFR 982.629

Because the financial health of RHE' HCV program depends upon having units either under lease or being purchased, it is necessary for RHE to limit the amount of time a family can take between the time an HCV is issued to the family and the time a home is identified that the family wishes to purchase. Normally, families will have up to 120 days to locate an appropriate property and notify RHE. If extraordinary difficulties are encountered, the family can request one thirty-day extension that may be granted at the sole discretion of RHE. If an extension is requested and granted, the family will update RHE in writing every two weeks to update RHE on the progress of their search.

Once a suitable property has been located and an agreement to purchase contract is entered into, RHE will determine the maximum time in which the closing must occur, and the family takes occupancy of the property. This time frame will vary depending on market conditions and construction completion schedules if the home is under construction. Failure to complete the home purchase process does not disqualify the family from continued participation in the HCV program.

If the family is unable to locate a suitable home to purchase, they can request that the HCV be converted into an HCV rental assistance voucher. This conversion request must be made before the voucher expires. Approval of the request will be at the sole discretion of RHE, with the decision being based on the effort exerted by the family and the condition of the marketplace.

Additional extension time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

**9.4.e. Homeownership Counseling**

24CFR 982.630

Before commencement of homeownership assistance for a family, the family must attend and complete a pre-purchase homeownership and housing counseling program. The family must receive a written certification of completion and be deemed "mortgage ready."

Among the topics, at a minimum, the counseling program will cover:

- (1) Home maintenance (including the care of the grounds).

- (2) Budgeting and money management.
- (3) Credit counseling.
- (4) Negotiate the purchase price of a home.
- (5) Financing.
- (6) Locating a home.
- (7) De-concentration issues.
- (8) Fair Housing and predatory lending.
- (9) Truth in Lending Laws.

Upon successful completion of the homeownership counseling program and income eligibility recertification, the family will be issued a homeownership voucher and referred to a participating financial institution to be pre-qualified for an affordable home. RHE will provide the financial institution with the family's estimated homebuyer subsidy for inclusion in the qualification determination.

**9.4.f. Home Inspections**  
24CFR 982.631

RHE will not commence homeownership assistance for a family until RHE has inspected the unit and has determined that the unit passes HQS. The unit must also be inspected by an independent professional inspector selected and paid for by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and roofing, plumbing, electrical, and heating systems. The unit must pass a termite or wood destroying organism report, radon testing, lead-based paint testing for homes built before January 1<sup>st</sup> 1973, and any other requirements as determined by the State of Maryland. The independent inspector must be qualified to report on property conditions, including major building systems and components, RHE may not require a family to use an independent inspector selected by RHE. The independent inspector may not be a RHE employee or contractor or other person under the control of RHE. The independent inspector shall be certified by the American Society of Home Inspectors (ASHI) or be a regular member of the National Association of Home Inspectors (NAHI), the State Association of Building Inspectors, or be accepted by local lending institutions. It shall be the responsibility of the family to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to RHE. RHE will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with HQS, RHE shall have the discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

**9.4.g. Contract of Sale**

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give RHE a copy of the contract of sale. The contract of sale must:

- (1) Specify the price and other terms of the sale by the seller to the purchaser.
- (2) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser, in addition to the HQS inspection by RHE.
- (3) Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
- (4) Provide that the purchaser is not obligated to pay for any necessary repairs.
- (5) Provide that the purchaser is not obligated to purchase if the financing is not approved by RHE.
- (6) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.

**9.4.h. Financing the Purchase of the Home**

24CFR 982.632

RHE has established requirements for financing the purchase of a home under the HCV homeownership program. This may include the qualification of lenders, terms of financing, debt restrictions secured by the home, and debt affordability. RHE may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms. Lenders must be willing to accept direct payment from RHE.

- (1) A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.
- (2) The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low- income family.
- (3) If a home is purchased using FHA insurance, it is subject to FHA mortgage insurance requirements.
- (4) RHE will approve a family's request to utilize its Family Self Sufficiency escrow account for down payment and/or closing cost when purchasing a unit under the

HCV homeownership program, per FSS program policies.

- (5) As a check against predatory lending, RHE will review the financing and refinancing of each purchase transaction including estimated closing costs. RHE will not approve loans with features such as: balloon payments, adjustable-rate mortgages (ARMs), and unusually high interest rates. RHE will not approve any loans that contain predatory practices. RHE will not approve “seller financing” or “owner held” mortgages. While RHE will provide a determination on the affordability of a loan to a program participant, RHE will rely on the lenders or the secondary market to make a final determination.
- (6) RHE will not approve financing where the family’s tenant share would exceed 50% of the family’s monthly adjusted income. Any exception to this provision must be approved by the Homeownership Coordinator.
- (7) All mortgage loans must close within the period of time established by RHE at the time the purchaser and seller enter into their sale contract.

#### **9.4.i. Requirements of Continuing Assistance**

24CFR 982.633

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, RHE may not continue homeownership assistance after the month in which the family moves. The family or lender is not required to refund homeownership assistance to RHE for the month in which the family moves.

The family must comply with the following obligations:

- (1) The family must attend and complete ongoing post-purchase homeownership and housing counseling before the end of the first, fifth, tenth, thirteenth, and fourteenth years of assistance in order for homeownership assistance to continue.
- (2) Family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
- (3) 24CFR 982.551. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:
  - (a) The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
  - (b) The composition of the assisted family residing in the unit must be approved by RHE. The family must promptly inform RHE of the birth, adoption, or court-ordered custody of a child. The family must request RHE approval to add any other family member as an occupant of the unit.

- (c) The family must promptly notify RHE if any family member no longer resides in the unit.
  - (d) If RHE has given approval, a foster child or a live-in aide may reside in the unit.
  - (e) Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
  - (f) The family must not rent, lease, sublease or sublet the unit.
  - (g) The family must not assign the mortgage or transfer the unit.
  - (h) The family must supply any information or certification requested by the agency to verify that the family is living in the unit or relating to the family's absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with RHE for these purposes. The family must promptly notify RHE of their absences from the unit.
- (4) The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
- (5) Upon the death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Chapter 9, paragraph 9.4.i. above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.
- (6) The family shall supply RHE with any required information requested by RHE. In particular this shall include information relating to the following:
- (a) Citizenship or related immigration matters.
  - (b) Family income, assets, and composition.
  - (c) Social security numbers.
  - (d) Any mortgage or other debt placed on the property including refinancing of such debt.
  - (f) Any sale or other transfer of any interest in the home.

- (e) The family's homeownership expenses.
- (7) The family must notify RHE before the family moves out of the home.
- (8) The family must notify RHE if the family defaults on mortgage securing any debt incurred to purchase the home.
- (9) During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.
- (10) Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.
- (11) The family must secure the written permission of RHE before it refinances any debt secured by the home or places any additional secured debt on the property.
- (12) The family must assure RHE that all real estate taxes and other local applicable fees including, but not limited to HOA fees and other utility related expenses were paid on a timely basis. If they are not paid, assistance shall be terminated.
- (13) RHE retains the right to conduct an HQS inspection, at any time, if there is a complaint on the condition of a home that is being assisted or if RHE observes a home that is not in compliance with HQS standards. RHE will require the family to participate in additional post-purchase counseling and require the family to bring the home up to HQS standards within 30 days. Failure of the family to comply may result in termination of assistance.

In order for non-elderly and non-disabled family to continue being assisted, they must continue to fulfill the employment requirement of an average of a minimum of 30 hours per week or meet the minimum income/mortgage qualification standards. In cases of unemployment, an adult homeowner will re-secure employment within 90 days, unless a documented hardship exists. In the event of a documented hardship (i.e. layoff, company closure, death of a working adult, federal disaster, etc.), the head of household must provide, on a monthly basis, to the Homeownership Coordinator verification that he or she is attempting to pursue employment. The homeowner must show a plan to return to work in order to remain eligible for the program. After six months on unemployment, the homeowner may be terminated from the HCV homeownership program. The employment mandate will be applied to all current HO participants retroactively.

**9.4.j. Maximum Term of Homeownership Assistance**  
24CFR 982.634

Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage

incurred to finance purchase of the home has a term of 20 years or longer or ten years, in all other cases.

The maximum term described in the preceding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.

As noted in the first paragraph of this section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program.)

If the family has received such assistance for different homes or from different housing authorities, the total of such assistance terms is subject to the maximum term described in the first paragraph of this section.

**9.4.k. Amount and Distribution of Monthly Homeownership Assistance**  
24CFR 982.635

**9.4.k.i** While the family is residing in the home, RHE shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- (1) The payment standard minus the total tenant payment.
- (2) The family's monthly homeownership expenses minus the total tenant payment.

**9.4.k.ii. The Payment Standard for a Family.** The payment standard for a family is the lower of:

- (1) The payment standard for the family unit size.
- (2) The payment standard for the size of the home.

If the home is located in an exception payment standard area, RHE will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

- (1) The payment standard, as determined above in Chapter 9, paragraphs 9.4.k.i. and

9.4.k.ii., at the commencement of homeownership assistance for occupancy of the home.

- (2) The payment standard, as determined above in Chapter 9, paragraphs 9.4.k.i. and 9.4.k.ii., at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

RHE will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

**9.4.k.iii. A Family's Homeownership Expenses Shall include the Following Items:**

- (1) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home.
- (2) Real estate taxes and public assessments on the home.
- (3) Home insurance.
- (4) RHE allowance schedule for maintenance expenses, including annual sewer tap fees.
- (5) The allowance schedule for costs of major repairs and replacements.
- (6) RHE' utility allowance for the home.
- (7) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home.

If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, and if RHE determines that the allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

**9.4.k.iv.** If the home is a condominium unit, homeownership expenses may also include condo operating charges or maintenance fees assessed by the condo homeownership association.

**9.4.k.v.** RHE will pay homeownership assistance payments directly to the family as instructed by the family either by direct deposit to the family's bank account or by check to the family and lender on behalf of the family. If there is any excess assistance, it will be paid to the family.

**9.4.k.vi.** Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment is paid on behalf of the family. However, RHE retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

**9.4.l. Homeownership Portability**  
**24CFR 982.636**

**9.4.l.i.** A family may qualify to move outside the initial RHE jurisdiction with continued homeownership assistance under the voucher program. Families determined eligible for homeownership assistance by RHE may purchase a unit outside the jurisdiction if:

- (1) They meet RHE' normal requirements for portability under the rental program.
- (2) The receiving housing authority is administering a voucher homeownership program and the family meets the receiving housing authority's eligibility requirements.
- (3) The receiving housing authority is accepting new homeownership families.

**9.4.l.ii.** Conversely, if RHE has slots open in its homeownership program, and RHE is currently absorbing vouchers, it will accept homeowners exercising portability from another program and absorb such families, if possible.

**9.4.l.iii.** In general, the portability procedures in RHE' Plan for rental housing apply to the homeownership option. The administrative responsibilities of the initial and receiving's housing authorities are not altered except that some administrative functions do not apply to the homeownership option.

**9.4.l.iv.** The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for and the physical condition of the unit are acceptable. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by RHE.

**9.4.m. Moving with Continued Tenant-Based Assistance**  
**24CFR 982.637**

**9.4.m.i.** A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with the homeownership option program requirements.) RHE will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.

**9.4.m.ii.** RHE must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. In addition, RHE will require refresher counseling prior to each subsequent move. However, the following requirements do not apply:

- (1) The requirement for pre-purchase counseling is not applicable.
- (2) The requirement that a family must be a first-time homeowner is not applicable.

**9.4.m.iii.** RHE may deny permission to move with continued rental or homeownership assistance if RHE determines that it does not have sufficient funding to provide continued assistance.

**9.4.m.iv.** At any time RHE may deny permission to move with continued voucher assistance in accordance with the next section.

**9.4.n. Denial or Termination of Assistance for Families**  
24CFR 982.638

**9.4.n.i.** At any time, RHE may deny or terminate homeownership assistance in accordance with the HCV program requirements. 24CFR 982.552

**9.4.n.ii.** The same restrictions on admission or continued assistance regarding criminal activities shall apply to the homeownership program as the HCV program. 24CFR 982.553

**9.4.n.iii.** RHE may deny or terminate assistance for violation of participant obligations as described in the HCV program and/or the Statement of Homeownership Obligations. 24CFR 982.551 & 24CFR 982.633

**9.4.n.iv.** RHE must terminate voucher assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home or any refinancing of such debt.

RHE, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance if the family can show that the default was for reasons beyond its control. However, RHE will deny such permission, if:

- (1) The family defaulted on an FHA-insured mortgage.
- (2) The family fails to demonstrate that:
  - (a) The family has conveyed title to the home, as required by HUD, to HUD, or HUD's designee.

- (b) The family has moved from the home within the period established or approved by HUD.
- (c) In the event the family sells the home during the homeownership voucher subsidy period, the family must repay RHE 100% of the HAP subsidy received from any sales proceeds.

If the family receives sales proceeds that are greater than the HAP subsidy received by the family, the family must repay RHE 100% of the HAP subsidy. If the family keeps any profits beyond what is paid to RHE, they will not be entitled to a tenant-based voucher. If the family repays RHE 100% of their sales proceeds, which includes 100% repayment of the HAP subsidy and all profits in excess, the family will be eligible for a tenant-based voucher.

If the family receives sales proceeds that are less than the HAP subsidy received by the family, the family shall repay RHE using ALL of their sale proceeds. The family is not obligated to pay the remaining HAP amount. Once a family does this, they will be eligible for a tenant-based voucher pending all other eligibility requirements are met.

- 9.4.n.v.** In making the decision to terminate homeownership assistance, RHE will consider alternatives and other factors and may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in the program regulations and the Plan.

**9.4.n.vi. Informal Hearings** 24 CFR 982.555

An informal hearing will be provided for participants who are being terminated from the HCV program because of the family's action or inaction to act as provided in 24 CFR 982.552. The rules and procedures set forth in the Chapter 8, paragraph 26 of the Plan will apply.

**9.4.o. Default**

Upon the conclusion of the homeownership program participation period, if the family does not have sufficient income to pay the mortgage without voucher assistance, the family may:

- (1) **Choose not to receive a tenant-based voucher.** If the family sells the home and the sales proceeds are greater than the HAP subsidy received by the family, the family must repay RHE 100% of the HAP subsidy. If the family keeps any profits beyond what is paid to RHE, they will not be entitled to a tenant-based voucher.

- (2) **Choose to receive a tenant-based voucher (recapture).** If the family has not defaulted but has a documented hardship, RHE will review the hardship. Based upon extenuating circumstances, RHE may allow the family to return to the HCV rental assistance program. In order to return to the rental program, the family will be required to dispose of the homeownership unit prior to receiving any rental assistance.

Once the home is sold:

- (a) If the family repays RHE 100% of their sales proceeds, which includes 100% repayment of the HAP subsidy and all profits in excess, the family will be eligible for a tenant-based voucher.
- (b) If the family receives sales proceeds that are less than the HAP subsidy received by the family, the family shall repay RHE using ALL of their sale proceeds, and the family is not obligated to pay the remaining HAP amount. Once a family does this, they will be eligible for a tenant-based voucher.

Default actions can also include:

- (1) Non-payment of HOA fees.
- (2) Non-payment of other required local or ownership fees, including utilities, tap fees, and/or other required fees that result in a lien being placed on the home.

## 9.5. HOUSING CHOICE VOUCHER- PROJECT-BASED PROGRAM

24 CFR 983

9.5.a RHE has established a Project-Based Voucher (PBV) program with the objectives to:

- (1) Increase the supply of affordable housing in the city of Rockville.
- (2) Allow for the integration of housing and supportive services, such as job training and case management and housing for the disabled and veterans.
- (3) Coordinate resources of public and non-profit agencies with similar missions.
- (4) Utilize the PBV program to facilitate conversion of public housing units to the voucher program funding platform.

### 9.5.b. Components of the Program

9.5.b.i. RHE may authorize up to 50 percent of its HCV program budget authority to PBV units. 24CFR983.6. Exceptions to this limit are provided under HUD's voluntary conversion guidelines.

**RHE MTW Activity 9 – Increase PBV Program Cap**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The number cap of vouchers that can be project-based will not exceed 50%. This activity applies to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs.

- 9.5.b.ii.** Units may be existing, new construction, or rehabilitated. No more than 25% of the units in any building may be assisted with PBV with the exception that single family units, i.e., 1-4 units in a building, and excepted units in a multi-family building that are specifically made available for elderly or disabled families or families receiving supportive services. 24CFR983.52

**RHE MTW Activity 10 – Increase PBV Project Cap**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The percentage cap of project-based vouchers that can be project-based in a building or project is 100%. This activity applies to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs.

**9.5.c. Participation Requirements**

- 9.5.c.i.** RHE must conduct a competitive selection process. 24CFR983.51

**RHE MTW Activity 11 – Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The selection process in the award of project-based vouchers to properties owned by RHE that are not public housing without engaging in an initiative to improve, develop, or replace a public housing property on site is eliminated. This activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs.

- 9.5.c.ii.** Prospective owners or developers must respond to a Request for Proposals (RFP) issued by RHE.
- 9.5.c.iii.** RHE will evaluate RFP responses according to the following selection criteria established during the RFP process.
- 9.5.c.iv.** All proposed projects must have the approval of RHE' Board of Commissioners, meet HUD's HQS, and have an executed Housing Assistance Payments (HAP) contract.

**9.5.d. Units Eligible for PBV**

- (1) PBV units must be in compliance with RHE' goals, civil rights requirements, HQS, and HUD's required site selection standards. 24CFR983.57.

**RHE MTW Activity 8 – HQS Third-Party Requirement**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The requirement to have a third-party perform HQS inspections on project-based voucher units owned, managed, or controlled by RHE is removed.

- (2) For units to be considered for an exception to the 25% cap in a building and that exception is based on providing supportive services, the services must be designed as services essential for maintaining or achieving independent living such as counseling, education, job training, health care, mental health services, alcohol and/or other substance abuse services, childcare services, and/or case management services.
- (3) Proposed rents for PBV units must meet rent reasonableness requirements.

**RHE MTW Activity 7 – Rent Reasonableness – Third-Party Requirement**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The requirement to have a third-party perform rent reasonableness determinations on project-based voucher units owned, managed, or controlled by RHE is removed.

**9.5.e. Units Not Eligible for PBV**

24CFR983.53

- (1) Shared Housing.
- (2) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution.
- (3) Nursing homes or facilities providing continuous psychiatric medical, nursing service, board and care, or intermediate care.
- (4) Units that are owned or controlled by an educational institution and are designated for occupancy by students of the institution.
- (5) Manufactured homes.
- (6) Cooperative housing.

- (7) Transitional housing.
- (8) High rise elevator units for families with children.
- (9) Owner occupied units.
- (10) Units occupied by an ineligible family.
- (11) Units subsidized by any governmental rent subsidy or any governmental subsidy that covers all or any part of the operating costs of the housing.

**9.5.f. Eligible Applicants for PBV Units**

- (1) Applicants must meet the eligibility requirements for the Housing Choice Voucher program. (See Chapter 3)
- (2) Persons who will reside in the PBV units must come from the RHE wait list or be referred by the owner as referenced in the HAP contract between RHE and the owner.
- (3) As in the tenant-based HCV program, RHE will not screen applicants for behavior or rent history. This is the responsibility of the owner.
- (4) If an owner denies an applicant from their specific project-based voucher development wait list, that denial will not affect the applicant's position on RHE' wait list.

**9.5.g. Project-Based Voucher Waiting List**

- 9.5.g.i.** Each PBV site will have a site-based waiting list that will be maintained by the PBV owner or property manager. RHE will maintain a copy of that waiting list.
- 9.5.g.ii.** Applicants may apply to both the tenant-based site waiting list and or the project-based site waiting list.
- 9.5.g.iii.** An applicant on the tenant-based waiting list that meets the selection criteria for a site-based PBV waiting list may be placed on the applicable site-based waiting list.
- 9.5.g.iv.** Applicants may be referred to apply for the site-based waiting list by the owner as referenced in the HAP contract between RHE and the owner.

**9.5.h. Leasing and Occupancy**

- 9.5.h.i.** Leasing and occupancy requirements for the PBV program are the same as for the tenant-based voucher program, (see Chapter 7) except that portability provisions do not apply as the subsidy is tied to the project rather than the tenant. A PBV program

participant must be on RHE' tenant-based voucher wait list and be offered a tenant-based voucher in order to use a voucher to move to another jurisdiction. (See Chapter 7, Paragraph 7.12)

- 9.5.h.ii.** The HAP contract between the owner and RHE will be for an initial term of 15-20 years, not to exceed a maximum term of 50 years, subject to annual HUD appropriations. After the initial term, RHE may agree to extend the term of the contract for an additional term of up to 15-20 years if the property and owner are in compliance with program rules and HUD statutes and regulations. The length of the extension will be negotiated with the owner and the form will be subject to any HUD prescribed conditions at the time of the extension.
- 9.5.h.iii.** An owner may request an increase to the rent at the annual anniversary of the HAP contract by submitting a 90-day notice to RHE and obtaining RHE' approval for the proposed increase.
- 9.5.h.iv.** Families participating in the PBV program must comply with all aspects of the Statement of Family Responsibility HUD form 52578b.

### **RHE MTW Activity 13 – Limit Portability for PBV Units**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The requirement to provide a tenant-based voucher at 12 months when requested by a project-based voucher household is waived. PBV households are required to remain in place for 24 months prior to being eligible to receive an available tenant-based voucher. This activity applies to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs. This activity is applicable to both newly admitted and currently assisted workable and non-workable families.

#### **9.5.i. Payment Standard**

The Payment Standard for project-based voucher units is the contract rent.

### **9.6. HOUSING CHOICE VOUCHER Voluntary Conversion – Project-Based Vouchers**

#### **9.6.a. Program Overview**

Once RHE has received approval from HUD to convert public housing units to PBV units under the voluntary conversion program, RHE will convert the remaining 76 public housing units located at David Scull Courts to project-based vouchers. RHE may also convert the four (4) Annual Contributions Contract (ACC) public housing units at Fireside Park to project-based vouchers.

**9.6.b. PBV Contract Terms**

**Length of Contract.** Covered projects shall have an initial HAP term of 20 years.

**RHE MTW Activity 12 – Increase PBV HAP Contract Length**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The term length of a PBV contract is up to 50 years including extensions subject to appropriations and the end of the MTW Authorization. This allows RHE to have an initial contract year of 15 to 20 years with renewal options. This activity applies to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs.

**9.6.c. Waiting List**

The PBV development will maintain a separate site-based waiting list for the scattered site PBV development and the proposed David Scull PBV development. The current public housing waiting list will convert to become the RHE PBV site-based waiting list upon execution of the PBV HAP contract for the scattered site PBV development and the proposed David Scull PBV development.

**9.6.d. Choice Mobility**

HUD seeks to provide all residents of covered projects with viable choice mobility options. Owners that convert the assistance of a project to PBV are required to provide a choice mobility option to tenants of covered projects in accordance with the following:

**Resident Eligibility:** Residents have a right to move with tenant-based rental assistance (HCV) the later of (a) 24 months from date of execution of the HAP or (b) 24 months after the move-in date.

**9.6.e. PBV Choice Mobility Waiting List**

RHE will establish a separate waiting for current project-based voucher program participants who want to receive a tenant-based voucher. Based on the availability of tenant-based vouchers, when RHE pulls from the tenant-based voucher waiting list, 75% of available tenant-based vouchers will be allocated to families on the tenant-based voucher waiting list, and 25% of available tenant-based vouchers will be made available to families on the project-based voucher to tenant-based voucher waiting list. The project-based voucher to tenant-based voucher waiting list will be available to current project-based voucher tenants. Families will be placed on the PBV choice mobility waiting list based on the length of time of residency as a project-based voucher tenant and then by the date and time order of the receipt of the applications.

**Project Turnover Cap**

Also recognizing the limited availability of turnover vouchers and the importance of managing turnover in the best interests of the property, in any year, RHE may limit the number of choice mobility moves exercised by eligible households to 15% of the assisted units in the project. (For example, if the project has 100 assisted units, RHE could limit the number of families exercising choice mobility to 15 in any year, but not less than 15.) While RHE is not required to establish a project turnover cap, if implemented RHE must create and maintain a waiting list. Families will be placed on the PBV choice mobility waiting list based on the length of time of residency as a project-based voucher tenant and then by the date and time order of the receipt of the applications.

**9.6.f. Scarborough Square Project-Based Vouchers**

It is the desire of RHE to provide project-based vouchers at the Scarborough Square Apartments upon acquisition of the property. RHE will open the site based project-based voucher waiting list for Scarborough Square Apartments. Waiting list selection will be based on time and date of application submittal. One preference point will be given to applicants that are current Scarborough Square residents at the time of application submittal.

**9.7 LOCAL, NON-TRADITIONAL ACTIVITIES****RHE MTW Activity 14 – Housing Development Programs**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

The block grant will be utilized to acquire, renovate, and/or build affordable units for low-income families that are not public housing units. Activities are inclusive of, but not limited to gap financing for non-public housing authority development of affordable housing, development of project-based voucher units, or tax credit partnerships.

**9.8 SPECIAL PROGRAM CONSIDERATIONS – MARYLAND SAFE AT HOME PROGRAM**

For program participants who participate in special protection programs, such as the Maryland Safe at Home Program or Witness Protection program, RHE will comply with the requirements of the program. In the event the voucher program regulations conflict with the protection program, RHE must follow the voucher program rules. It is up to the program participant to decide how to reconcile his/her voucher program participation with his/her participation in the specific protection program.

Regarding the Maryland Safe at Home Program, RHE will not deviate from utilizing the P.O. Box provided for written communication. If the program participant requests RHE utilize a different address, including their residential address for written communication, RHE will refuse the request under every circumstance and will only send documents to the provided P.O. Box unless and until RHE received written notification from the Maryland Safe at Home Program that the voucher program participant is no longer participating in the Maryland Safe at Home

Program, and RHE is released in writing from utilizing the residential address as the mailing address. Program participants may pick up documents in person at the RHE administrative offices and or may choose to receive communications via email or through the Yardi client portal.

## **APPENDIX A - Violence Against Women Act (VAWA)**

### **SPECIAL PROGRAMS FOR VAWA**

For program participants who participate in special programs such as the Maryland Safe at Home Program, Witness Protection, or any other protection program herein after to be referred as “protection programs,” RHE will comply with the requirements of the special program. In the event the voucher program regulations conflict with the protection program rules, RHE must follow the voucher program rules. It is up to each program participant to decide how to reconcile his/her voucher program participation with his/her participation in the protection program.

Regarding the Maryland Safe at Home Program or other protection program, RHE will not deviate from utilizing the P.O. Box provided. If the program participant wishes RHE to utilize a different address than the one provided by the special program, RHE will request that the tenant pick up the documents in person. RHE will not utilize an address provided by the Maryland Safe at Home Program or other special program, unless and until RHE receives written notification from the Maryland Safe at Home Program or other special program that the program participant is no longer participating in the Maryland Safe at Home Program or other special program.



**ROCKVILLE HOUSING ENTERPRISES**  
**EMERGENCY TRANSFER PLAN FOR**  
**VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,**  
**SEXUAL ASSAULT, OR STALKING**

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The Rockville Housing Enterprises (RHE) is concerned about the safety of its tenants, participants and applicants and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), and any amendments thereto,<sup>1</sup> this plan specifies the process for victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer in RHE's Low- Income Public Housing, the Housing Choice Voucher Program (HCV), or the Project-Based Voucher (PBV) Program.<sup>2</sup> VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.<sup>3</sup>

### **Low Income Public Housing (LIPH)**

#### *Emergency VAWA Transfers*

In accordance with the Violence Against Women Act (VAWA), RHE allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency VAWA transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

The ability of RHE to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether RHE has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

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<sup>1</sup> See Violence Against Women Act, Pub. L. No. 103-322, tit. IV, § 40302, 108 Stat. 1902, 1941-42 (1994) (codified as amended at 42 U.S.C. § 13925 and 42 U.S.C. § 14043e, *et seq.*).

<sup>2</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> RHE cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

~U.S. Dept. Hous. & Urban Dev., Notice No. PIH 2017-08 Violence Against Women Reauthorization Act of 2013 Guidance (May 19, 2017), available at <https://portal.hud.gov/hudportal/documents/huddoc?id=17-08pihn.pdf>.

This Plan identifies tenants who are eligible for an emergency VAWA transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that low-rent public housing and assisted housing programs are in compliance with VAWA.

### **A. Eligibility for Emergency VAWA Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency VAWA transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence should the tenant remain within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency VAWA transfer.

A tenant requesting an emergency VAWA transfer must expressly request the transfer in accordance with the procedures described in this plan, the tenant's lease and relevant provisions in the Rockville Housing Enterprises Administrative Plan or Admissions and Occupancy Policy.

Tenants who are not in good standing may still request an emergency VAWA transfer if they meet the eligibility requirements in this section.

### **B. Emergency VAWA Transfer Requests and Documentation**

To request an emergency VAWA transfer, the tenant shall notify the Rockville Housing Enterprises. All requests and documentation shall be forwarded to the Asset Manager for public housing or other RHE managed units or Voucher Program Manager for Housing Choice Voucher related transfers at RHE's Management Office located at 1300 Piccard Drive, Suite 203; Rockville, MD 20850. RHE will provide reasonable accommodations to this policy for individuals with disabilities.

#### *Transfer Requests*

The tenant must submit a written request for an emergency VAWA transfer. Tenants must use Form HUD-5383 or another form as specified by RHE's Management Office. Verbal statements or requests will not be accepted. The tenant's request for an emergency VAWA transfer should include either:

- A. A statement expressing and certifying that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under RHE's program; or
- B. A statement certifying that the tenant was a sexual assault victim and that the sexual assault occurred

on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### *Transfer Requests Documentation*

Additionally, RHE will issue a written request requesting that the tenant submit documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Tenants may satisfy this request by providing any one of the following documents:

1. A complete HUD-approved certification form (Form HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., recent police reports, recent protective orders, and recent restraining orders). Recent is defined as having occurred within the last 90 days.
3. A statement, signed by the tenant, and signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for **VAWA** protection.

If the tenant fails or refuses to provide one of these documents within fourteen (14) business days of the written request for documentation, RHE may deny the tenant's emergency VAWA transfer request. If conflicting information is provided, RHE reserves the right to request additional verification.

A participant may also submit a regular request to relocate for the voucher program which may be processed with the same expedited process as an emergency voucher issuance with less additional documentation required.

### **Confidentiality**

RHE will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives RHE written permission to release the information on a one-time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the

tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the *Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about RHE's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **C. Emergency VAWA Transfer Timing and Availability**

#### **RHE Managed Units**

RHE cannot guarantee that an emergency **VAWA** transfer request will be approved or how long it will take to process a **VAWA** transfer request. RHE will, however, act as quickly as possible to transfer a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. RHE may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish program and income eligibility for that unit.

If RHE has no safe and available units for which a tenant who needs an emergency transfer is eligible, RHE will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, RHE will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

RHE Public Housing tenants or RHEP- Scattered Site Project Based Voucher tenants who need to be relocated immediately, if there are no appropriately sized public housing or other RHEP -Scattered Project Based Voucher, RHE may issue the family a tenant-based voucher under the Emergency Voucher Provisions, based on the availability of tenant based vouchers.

#### **Housing Choice Voucher Program (RHE)**

#### **D. Emergency Transfer Vouchers**

In accordance with the Violence Against Women Act (**VAWA**), RHE allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer voucher entitling them to move to another unit. The ability to request a transfer voucher is available regardless of sex, gender identity, or sexual orientation. The ability of RHE to honor such requests for participants currently receiving assistance, however, may depend upon a preliminary determination

that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and if the victim requests to move outside of RHE's jurisdiction, the portability regulations apply.

This plan identifies participants who are eligible for an emergency transfer vouchers, the documentation needed to request an emergency transfer voucher, confidentiality protections, how an emergency transfer voucher may be provided, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD),<sup>5</sup> the Federal agency that oversees that RHE is in compliance with **VAWA**.

#### *Eligibility for Emergency Transfer Vouchers*

A RHE participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer voucher, if: the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90- calendar-day period preceding a request for an emergency transfer voucher. RHE has discretion to determine which members of an assisted participant family continue to receive assistance in the program if the participant family breaks up. If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, RHE will ensure that the victim retains assistance.

A participant requesting an emergency transfer voucher must expressly request the transfer in accordance with the procedures described in this plan and relevant provisions in the Rockville Housing Enterprises Administrative Plan or ACOP including, but not limited to, Participants who are not in good standing may still request an emergency transfer voucher if they meet the eligibility requirements in this section.

#### **E. Emergency Transfer Voucher Request Documentation**

To request an emergency transfer voucher, the participant shall notify the RHE Office and submit a written request for a transfer voucher to RHE at 1300 Piccard Drive, Suite 203; Rockville, MD 20850. RHE will provide reasonable accommodations to this policy for individuals with disabilities.

#### *Transfer Requests*

The participant must submit a written request for an emergency transfer voucher. Participants may use Form HUD-5383 or another form as specified by RHE. Verbal statements or requests will not be accepted. The participant's written request for an emergency transfer voucher should include either:

1. A statement expressing and certifying that the participant reasonably believes that there is a

threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under the RHE; or

2. A statement certifying that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer voucher.

### *Transfer Requests Documentation*

Additionally, RHE will issue a written request requesting that the participant submit documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Participants may satisfy this request by providing one of the following documents as described under 24 CFR 5.2007(b)(1):

1. A complete HUD-approved certification form (Form HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., police reports, protective orders, and restraining orders).
3. A statement, signed by the tenant, and signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for **VAWA** protection.

If the participant fails or refuses to provide one of these documents within fourteen (14) business days of the written request for documentation, RHE may deny the participant's request for an emergency transfer voucher. If conflicting information is provided, RHE reserves the right to request additional verification.

### **Confidentiality**

RHE will keep confidential any information that the participant submits in requesting an emergency transfer voucher, and information about the emergency transfer, unless the participant gives RHE written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant. See the *Notice of Occupancy Rights under the*

*Violence Against Women Act For All Participants* for more information about RHE's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

#### **F. Emergency Voucher Transfer Timing and Availability**

RHE cannot guarantee that a transfer voucher request will be approved or how long it will take to process a transfer voucher request. RHE will, however, act as quickly as possible to issue a transfer voucher to a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit.

If the emergency voucher transfer request is approved, RHE will issue the voucher as soon as possible based on the household's current occupancy. Exceptions will be given if the perpetrator is in the household and the household size has decrease as a result of removing the perpetrator from the household.

If during the emergency transfer voucher issuance process, the head of household requests a change in household size not related to the removal of the perpetrator, including the addition of reasonable accommodations, additions to the household, or any other change that would affect the bedroom size of the voucher issued, the transfer will not be able to be completed in an expeditious and emergency fashion as staff have to validate the requested changes to the household size, and therefore the voucher issuance will not be considered an emergency.

In order to expedite the voucher issuance in an emergency transfer, RHE will forgo the traditional voucher briefing which by regulation must occur prior to the issuance of the voucher. However, the head of household must attend virtual voucher briefing within 21 calendar days of receiving the emergency transfer voucher. If the head of household does not attend the voucher briefing within 21 calendar days, the emergency transfer will be voided and a voucher will not be reissued until the virtual voucher briefing has occurred.

The voucher relocation packet forms must still be completed by households requesting an emergency voucher transfer. In order to expedite the voucher issuance in an emergency transfer, instead of requiring the forms be submitted to RHE prior to voucher issuance, RHE will give the household 14 calendar days to submit the relocation packet forms to the Voucher department. If the head of household does not submit the completed voucher relocation packet within 14 calendar days, the emergency transfer will be voided and a voucher will not be reissued until the relocation packet has been completed and submitted by the head of household.

RHE may assist the participant in identifying other housing providers who may have safe and available units

to which the participant could move. At the participant's request, RHE will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Project-Based Voucher Program**

Project-based voucher (PBV) participants who are victims of domestic violence, dating violence, sexual assault, or stalking shall follow the procedure for requesting an emergency transfer as specified above for the Housing Choice Voucher Program (HCV). If a family has been residing in a RHE Owned and managed unit PBV unit for less than one year, the family may either: request to transfer to another Project-Based subsidized unit owned and managed by RHE or move to another property without the benefit of RHE's assistance. RHE property management will release the family from the lease agreement without penalty. For all other families, transfer requests are subject to PBV unit availability. Families will be placed on a waiting list.

If a family chooses to move without RHE's assistance or wishes to move sooner than assistance is available, at the participant's request, RHE will assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants and Participants**

Pending processing of a transfer request or a transfer voucher request (for RHE participants only) and the actual transfer or transfer voucher (for RHE participants only), if it is approved and occurs, the tenant or participant is urged to take all reasonable precautions to be safe.

Tenants or participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants or Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

## **Housing Choice Voucher Program (HCV)**

### **4907 Protections for Applicants and Participants Under the Violence Against Women Act**

- 4907.1 In certain circumstances, as further explained below, applicants or participants may be afforded additional protections from RHE requirements and policies under the Violence Against Women Act (VAWA). RHE shall comply with the terms of VAWA.
- 4907.2 If a Family composition changes due to a member of the assisted Family engaging in criminal acts of physical violence against one or more other Family members or other people and the victim is part of the assisted Family, the perpetrator may not be considered a remaining Family member or an eligible Family member.
- 4907.3 In making its decision as to who retains assistance, RHE shall consider all credible evidence, including, but not limited to, a signed certification, HUD Form-50066, or other documentation of abuse submitted to RHE by the victim in accordance with VAWA.
- 4907.4 Pursuant to 24 C.F.R. § 5.2005(c) the denial of continued RHE assistance to a Family member who engages in criminal acts of violence against Family members or others shall be considered a form of termination of the individual Family member.
- 4907.5 Pursuant to 24 C.F.R. § 5.2005, criminal activity directly related to intrafamily violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.
- 4907.6 Notwithstanding § 4907.5, an owner may still evict a tenant for a lease violation unrelated to domestic violence, provided that the owner does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or terminate the tenancy.
- 4907.7 A victim of domestic violence, sexual violence, dating violence, or stalking who is absent for more than one hundred twenty (120) days may still be considered a Family member based on documentation that the victim is expected to return to the Family in a reasonable time if the victim provides RHE documentation from a social worker, police officer, shelter, or other qualified agency regarding the incident or incidences of domestic violence and current housing arrangements for the applicant Family.

- 4907.8 If a Family or Family member participant who has been a victim of domestic violence, dating violence, or stalking by an individual, the participant may port to another PHA
- 4907.9 If a Family or Family member participant who has been the victim of domestic violence, dating violence, stalking, sexual assault, or an intrafamily offense moves in violation of the lease, RHE shall not terminate assistance if the move was related to the act.
- 4907.10 A Family may document an incident or incidences of domestic violence, dating violence, or stalking as follows:
- (a) The HUD-approved certification HUD Form-50066;
  - (b) Federal, state, tribal, territorial, or local police record;
  - (c) Documentation signed by an employee, agent, or volunteer of a victim service provider or an attorney or medical provider from whom the victim has sought assistance in the situation; or
  - (d) Other acceptable documentation in order to verify the Family's claim of domestic violence, sexual violence, dating violence, or stalking.
- 4907.11 RHE shall keep such information confidential in accordance with VAWA and its implementing regulations.
- 4907.12 If RHE receives conflicting certification documents of domestic violence from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, RHE may determine which Family member is the true victim by requiring third-party documentation in accordance with VAWA and its implementing regulations.

# MONTGOMERY COUNTY

## Advocates for Survivors of Torture & Trauma

431 E. Belvedere Avenue  
Baltimore, MD 21210

410-464-9006

Fax: 410-464-9010

Provides victims of rape and sexual assault with counseling, information and referral and crisis intervention.

## Alternative Community Services

12500 Ardennes Avenue, Door C  
Rockville, MD 20852

MF 8am-4pm: 240-777-5409

Fax: 240-777-5440

Provides court-ordered community services.

## The Affiliated Sante Group & Rock Creek Foundation

72961 Eastern Avenue  
Silver Spring, MD 20910

MF 9am-5pm: 301-589-2303

Provide psychotherapy for abused children and their families and to adults abused as children. Provides counseling to battered spouses and has Parents Anonymous groups for parents and their children.

## Court Appointed Special Advocates of Montgomery

1010 Gradin Avenue, #12  
Rockville, MD 20851

301-340-7458 ex.205

Fax: 301-340-7458

Provides victims of child physical abuse and child sexual abuse/assault with information and referral and legal accompaniment.

## Crime Solvers of Montgomery County, MD, Inc.

P.O. Box 8625  
Gaithersburg, MD 20898-8625

301-217-2255

## National Clearinghouse for Alcohol and Drug Information

P.O. Box 2345  
11426 Rockville Pike, Suite 200  
Rockville, MD 20847-2345

24 hours: 800-729-6686

TDD: 800-487-4889

## Montgomery County Government

### Department of Health and Human Services-Information & Assistance Unit

240-777-1245

### Department of Health and Human Services

**Abused Persons Program**

1301 Piccard Drive, Suite 4100  
Rockville, MD 20850

MF 9am-5pm: 240-777-4195

Fax: 240-777-4860

24 Hour Hotline: 240-777-4673

Provides counseling, information and referral, transitional housing, psychiatric evaluation, treatment and consultation, educational and support groups. Victim assistance and educational programs available. Crisis Center open 24 hours for walk-in or phone counseling.

**Addiction and Mental Health Services**

Screening and Assessment for Children & Adolescents: 240-777-1430

Adult Mental Health Access Team: 240-777-1770

Adult Outpatient Addiction Services: 240-777-1680

Provides outpatient mental health treatment for adults and children with serious mental illness.

**Child Abuse and Neglect Reporting Line**

1301 Piccard Drive  
Rockville, MD 20850

24 hours: 240-777-4417

Fax: 240-777-4258

Investigates reports of child abuse and neglect to ensure the safety of children.

**Crisis Center**

1301 Piccard Drive, 1<sup>st</sup> floor  
Rockville, MD 20850

240-777-4000

Provides 24-hour walk-in and telephone crisis services, including crisis counseling, brief crisis stabilization and help in obtaining services for individuals and families in a situational or mental health crisis.

**Disability Resources**

401 Hungerford Drive, 4<sup>th</sup> Floor  
Rockville, MD 20850

MF 830am-5pm: 240-777-3000

Fax: 240-777-1495

**Social Services-Income Support Services** (3 locations)

1301 Piccard Drive, 2<sup>nd</sup> fl.  
Rockville, MD 20850

12900 Middlebrook Road

Germantown, MD 20874

8818 Georgia Avenue  
Silver Spring, MD 20910

MF 8am-5pm: 240-777-1245

TTY: 240-777-1295

Provides services; including Income Supports, Rental Assistance, Energy Assistance and Emergency Services.

**Victim Assistance and Sexual Assault Program**

1301 Piccard Drive, Suite 4100

Rockville, MD

[www.montgomerycountymd.gov/vasap](http://www.montgomerycountymd.gov/vasap)

MF 9am-8pm: 240-777-1355

Fax: 240-777-1329

24-Hour Hotline: 240-777-4357

Provides information, referral, advocacy and ongoing counseling support and compensation services for victims of crime, including children and adults victimized by rape, sexual assault, and to women or men who have been victims of childhood sexual abuse.

**Montgomery County Commission for Women**

401 N. Washington Street, Suite 100

Rockville, MD 20850

240-777-8330

Fax: 301-279-1318

**Community Ministries of Montgomery County & Rockville**

114 West Montgomery Avenue

Rockville, MD 20850-4213

MF 9am-5pm: 301-762-8682

Fax: 301-762-2939

**Family Services Agency, Inc.**

620 East Diamond Avenue, Suite J

Gaithersburg, MD 20877

MF 8am-5pm: 301-840-2000

**Human Relations Commission**

21 Maryland Avenue, Suite 330

Rockville, MD 20850

MF 830am-5pm: 240-777-8450

Fax: 240-777-8460

**Jewish Social Service Agency** (2 locations)

6123 Montrose Road

Rockville, MD 20852

MF 9am-5pm: 301-881-3700

TTY: 301-984-5662

Fax: 301-770-0901

11-B Firstfield Road

Gaithersburg, MD 20878

MF 9am-5pm: 301-990-6880

**Department of Juvenile Services** (2 locations)

8605 Cameron Street, Suite 502  
Silver Spring, MD 20910

MF 8am-5pm: 301-650-6760  
Fax: 301-587-5601

7300 Calhoun Place  
Rockville, MD 20855

MF 8am-5pm: 301-279-1580

Provides case status information and monitors collection and disbursement of restitution in juvenile cases.

**Juvenile Justice Clearinghouse**

NCJRS

P.O. Box 6000

Rockville, MD 20849-6000

MF 830am-7pm: 800-851-3420

**Karma Academy for Boys**

Corporate Office Location

20528 Boland Farm Road, Suite 101

Germantown, MD 20876

MF 9am-5pm: 240-686-0707

Fax: 240-686-0711

Residential Location

175 Watts Branch Parkway

Rockville, MD 20850

24 hours: 301-340-8880

Fax: 301-340-8882

Residential treatment program for boys 13-18 who are emotionally disturbed, sexually or physically abused or "out of parental control." Provides group family counseling and group psychotherapy, confrontation groups, chemical dependency groups, and Alcohol Anonymous and Narcotics Anonymous. Also provides therapy for sex offenders in the age group.

**Lawyer Referral Service**

Bar Association of Montgomery County

27 West Jefferson Street

Rockville, MD 20850

MF 9am-5pm: 301-424-3454

Fax: 301-217-9327

[www.barmont.org](http://www.barmont.org)

Pro Bono Project, MR 10am-12pm: 301-424-7651, 7652

Provides client referrals to lawyers who charge \$40.00 at time of service for a 40 minute consultation. They also provide a reduced fee clients and a Pro Bono Project which provides free legal service for qualifying low income individuals in the areas of spouse abuse, divorce, criminal law, bankruptcy law, and immigration law.

**Legal Aid, Inc.**

Calvert Building

6811 Kenilworth Avenue, Suite 500

Riverdale, MD

301-927-2101

Fax: 301-927-4258

**Parole and Probation** (3 locations)

979 Rollins Avenue  
Rockville, MD 20851

MF 8am-5pm: 301-998-6700

8552 Second Avenue 1<sup>st</sup> Floor  
Silver Spring, MD 20910

MF 8am-5pm: 301-563-8620

7871 Beechcraft Avenue, Suite 200  
Gaithersburg, MD 20877

MF 8am-5pm: 240-386-2600

**The Pro Bono Counseling Project**

131 West Quadrangle  
2 Hamill Road  
Baltimore, MD 21210  
[www.probonocounseling.org](http://www.probonocounseling.org)

MF 9am-5pm: 410-323-5800  
301-805-8191  
Toll-Free 877-323-5800  
Fax: 410-323-5876

Provides free mental health care with licensed therapists for low-income and uninsured families and individuals; particularly victims of violent crimes.

**State's Attorney's Office**

50 Maryland Avenue, 5<sup>th</sup> Floor  
Rockville, MD 20850

MF 8am-530pm: 240-777-7300  
TTY: 240-777-7455  
Fax: 240-777-7413

**Victim/Witness Coordinator**

50 Maryland Avenue, 5<sup>th</sup> Floor  
Rockville, MD 20850

MF 8am-530pm: 240-777-7428  
Paula Slan (supervisor): 240-777-7384  
Delores Briceno: 240-777-7444  
Ethel Burnett: 240-777-7332  
Rebecca Marcolini: 240-777-7370  
Djoharia "Jo" Pfahler (Juvenile Court): 240-777-7300

Provides pre-trial information and accompaniment for witnesses and victims through court proceedings and gives referrals to outside service providers.

**POLICE (All Emergencies Dial 911)**

**Montgomery County Police Department-Headquarters**

2350 Research Boulevard  
Rockville, MD 20850

MF 8am-5pm: 240-773-5000  
Information & Support Services Division: 301-279-8000

**Bethesda District - 2<sup>nd</sup> District**

7359 Wisconsin Avenue

Bethesda, MD 20814

24 hours: 301-652-9200

**Community Relations and Crime Prevention/School Program - Headquarters**

9125A Gaither Road

Gaithersburg, MD 20877

MF 8am-5pm: 301-840-2881

**Germantown District - 5<sup>th</sup> District**

20000 Aircraft Drive

Germantown, MD 20874

24 hours: 301-840-2650

**Silver Spring District - 3<sup>rd</sup> District**

801 Sligo Avenue

Silver Spring, MD 20910

24 hours: 301-565-7740

**Wheaton/Glenmont District - 4<sup>th</sup> District**

2300 Randolph Road

Wheaton, MD 20902

24 hours: 240-773-5500

**Montgomery Village/Gaithersburg District - 6<sup>th</sup> District**

18749F N. Frederick Road

Gaithersburg, MD 20879

240 773-5704

**Family Crimes Division**

7300 Calhoun Place, Suite 300

Rockville, MD 20855

24 hours: 240-773-5400

**Chevy Chase Village Police Department**

5906 Connecticut Avenue

Chevy Chase, MD 20815

24 hours: 301-654-7302

**Gaithersburg Police Department**

14 Fulks Corner Avenue

Gaithersburg, Maryland 20877

24 hours: 301-258-6400

Fax: 301-258-6410

**Maryland National Capital Park Police**

12751 Layhill Road

Silver Spring, MD 20906

Routine Inquiries: 301-949-8010

Emergencies: 301-949-3010

**Rockville Police Department**

111 Maryland Avenue

Rockville, MD 20850

Rockville Police Emergency: 301-340-7300

Non-emergency: 240-314-8900

**Takoma Park Police Department**

7500 Maple Avenue  
Takoma Park, MD 20912

Suspicious activity: 301-270-1100  
Non-Emergency: 301-891-7102

**Montgomery County Sheriff's Office**

50 Maryland Avenue  
Rockville, MD 20850

MF 8am-430pm: 240-777-7000  
Domestic Violence: 240-777-7016  
Fax: 240-777-7148

Domestic violence and Fugitive sections open 24 hours. Domestic violence section is responsible for service of all peace and protective orders. Victim case coordination services also available.

**Maryland State Police**

Barrack "N" Rockville  
7915 Montrose Road  
Rockville, MD 20854

24 hours: 301-424-2101

**HOSPITALS**

**Holy Cross Hospital of Silver Spring**

1500 Forest Glen Road  
Silver Spring, MD 20910

24 hours: 301-754-7000

Provides emergency and various social services, pastoral care and high-risk pregnancy clinic.

**Montgomery General Hospital**

18101 Prince Philip Drive  
Olney, MD 20832

24 hours: 301-774-8882

[www.montgomerygeneral.com](http://www.montgomerygeneral.com)

Provides emergency services, social services, pastoral care, and 24 hour crisis intervention services.

**Shady Grove Adventist Hospital**

9901 Medical Center Drive  
Rockville, MD 20850-3357

24 hours: 301-315-3030

SAFE Coordinator: Heidi Bresee 301-279-6225

[www.adventisthealthcare.com/sgah](http://www.adventisthealthcare.com/sgah)

Provides emergency services, physician referral, physical therapy, alcohol abuse treatment, and a 24 hour chaplain on-call.

**Suburban Hospital Association**

8600 Old Georgetown Road  
Bethesda, MD 20814

24 hours: 301-896-3100

Provides emergency services, shock trauma, and patient-family services and counseling.

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing and Urban Development**  
**Office of Public and Indian Housing**

OMB Approval No. 2577-0249  
Exp. (07/31/2017)

**Purpose of Form:** The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “Victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

**Confidentiality:** All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

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**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING:**

**Date Written Request Received by Victim:** \_\_\_\_\_

**Name of Victim:** \_\_\_\_\_

**Names of Other Family Members Listed on the Lease:** \_\_\_\_\_

**Name of the Perpetrator\*:** \_\_\_\_\_

\*Note: The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

**Perpetrator’s Relationship to Victim:** \_\_\_\_\_

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred:** \_\_\_\_\_

**Location of Incident(s):** \_\_\_\_\_

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

## **Rockville Housing Enterprises**

### **Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

#### **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup>

The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that Rockville Housing Enterprises is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

#### **Protections for Applicants**

If you otherwise qualify for assistance under either the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, you may not be denied assistance, terminated from participation, or be

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the **Housing Choice Voucher, Project-Based Voucher, or Section 8 Programs**, solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

RHE may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If RHE chooses to remove the abuser or perpetrator, RHE may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, RHE must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA or find alternative housing.

In removing the abuser or perpetrator from the household, RHE must follow federal, state, and local eviction procedures. In order to divide a lease, RHE may, but is not required to, ask you for

documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, RHE may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, RHE may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer, you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

RHE will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

RHE's emergency transfer plan provides further information on emergency transfers, and RHE must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

RHE can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from RHE must be in writing, and RHE must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. RHE may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to RHE as documentation. It is your choice which of the following to submit if RHE asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by RHE with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that RHE has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, RHE does not have to provide you with the protections contained in this notice.

If RHE receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), RHE has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, RHE does not have to provide you with the protections contained in this notice.

### **Confidentiality**

RHE must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

RHE must not allow any individual administering assistance or other services on behalf of RHE (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable federal, state, or local law.

RHE must not enter your information into any shared database or disclose your information to any other entity or individual. RHE, however, may disclose the information provided if:

- You give written permission to RHE to release the information on a time limited basis.
- RHE needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires RHE or your landlord to release the information.

VAWA does not limit RHE's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, RHE cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if RHE can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If RHE can demonstrate the above, RHE should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other federal laws, as well as under state and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report RHE violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the HUD Baltimore Field Office at (410) 962-2520 or [MDwebmanager@hud.gov](mailto:MDwebmanager@hud.gov).

**For Additional Information**

You may view a copy of HUD's final VAWA rule [Docket No. FR-5720-F-03] at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>.

Additionally, RHE must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact RHE at (301) 424-6265 or 1300 Piccard Dr. Ste 203, Rockville, Maryland 20850.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the resources contained in the RHE Administrative Plan.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault and for victims of stalking seeking help, you may contact the resources contained in the RHE Administrative Plan.

## **APPENDIX B – RHE Ethics Policy**



# ROCKVILLE HOUSING ENTERPRISES

## CODE OF ETHICS & STANDARDS OF CONDUCT POLICY

Rockville Housing Enterprises (Agency) has established standards of conduct for its employees and members of its Board of Commissioners. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of the agency. Because of its status as an independent public corporation, the agency recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code of Ethics will describe, in detail, the standards by which members of the Board of Commissioners and staff are held accountable.

This code recognized and incorporates those sections of federal, state, and local which govern the conduct of public employees, and in no way supplants those provisions of the law. In cases where no statutory precedent exists, the policy of the agency shall apply, except that this policy shall in no way be taken to supersede the provisions of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees.

The Standards of Conduct contained within the Code of Ethics shall be generally applied to avoid the appearance or actual occurrence of any favoritism or special treatment towards any applicant, resident, vendor, or agent having business or dealings of any kind with the Agency. No Commissioner or employee shall use, cause, or allow to be used his or her positions to secure any personal privileges for himself, herself, others, or to influence the activities, actions, or proceeds of the Agency.

Rockville Housing Enterprises, in establishing standards of the conduct for employees and commissioners, recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Agency. While the Agency cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with the Agency. Specifically, these principles include:

- (1) No direct or indirect personal inducement of Agency employees. This includes the giving of gifts, money, tickets, or any item or service having value.
- (2) No direct or indirect inducement of member of the Board of Commissioners. This shall include the same provisions covering employees, except that it is recognized that in the course of business dealings, there may be times when meals and/or visits may be arranged. In such cases, such events should be reported to the Chairman of the Board with the nature of the visit explained.

It is expected the vendors or suppliers of professional services of the Agency will be governed by the Code of Ethics to which their particular profession prescribed. Any vendor or supplier found in violation of Agency policy shall be barred from future business dealing with the Agency. The Agency reserves the right to have vendors and suppliers sign a statement of compliance with standard of conduct of the Agency.



## **1.0 TITLE**

This shall be called the “Rockville Housing Enterprises Code of Ethics and Standards of Conduct.”

## **2.0 APPLICABILITY**

The provisions contained herein shall apply to all employees and the Board of Commissioners of the Agency. With respect to contracted professional services of the Agency (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.

## **3.0 PURPOSE**

This Code of Ethics establishes standards of employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Agency.

## **4.0 DEFINITIONS**

- (1) **AGENT** shall mean any employee of the Agency (whether full or part time) acting in his or her official capacity is an agent of the Agency.
- (2) **CLAIM** shall mean any demand, written or oral, made upon the Agency to fulfill an obligation arising from law or equity.
- (3) **COMMISSIONER** shall mean one of the persons serving on the Board of Commissioners of the Agency.
- (4) **CONTRACT** shall mean any obligation to do something arising from an exchange of promises or consideration between persons, regardless of the instance from in which it is stated.
- (5) **CONVENTIONAL PROGRAM** shall mean those housing programs operated by the Agency, which are broadly considered part of the “conventional public housing program.” This shall include but not limited to, such programs as Public Housing and the Capital Fund.
- (6) **EMPLOYEE** shall mean any person appointed or hired, whether full or part time, seasonal, temporary, paid or unpaid, on a fixed or unfixed term, provisional, or permanent.
- (7) **ENROLLEE** shall broadly mean any applicant, resident, or program participant in any program operated by the Agency. Specifically, an enrollee shall be a person



who is expecting to receive or is receiving some form of assistance from the Agency.

- (8) **FAMILY** shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or a person living in a stable family relationship.
- (9) **INTEREST** shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, action, and/or omission to decide or act on the part of the Agency, its Board, or employees.
- (10) **LEASING PROGRAM** shall mean those programs operated by the Agency that are broadly included within the Housing Choice Voucher Program, Project- Based Rental Assistance Program, Low Income Housing Tax Credit Program, and all other affordable or market units owned by Rockville Housing Enterprises. Unless otherwise noted, the provisions contained herein shall apply equally to both the leasing program and the conventional program of the Agency.
- (11) **PERSON** shall mean any individual, corporation, partnership, business entity, association, organization, and may include an Agency employee.
- (12) **PUBLIC INFORMATION** shall mean information obtainable pursuant to the Freedom of Information Act and Agency guidelines adopted pursuant thereto.

## 5.0 ETHICAL STANDARDS FOR EMPLOYEES

No employee of the Agency shall have any employment, engage in any business or commercial transaction, engage in any professional activity, or incur any obligation in which the employee has an interest directly or indirectly that would impair the employee's independent judgment or action in the performance of the employee's official duties or that would conflict with the performance of the employee's official duties.

No employee shall possess or enter into any contract with any person who possesses or enters into a contract with the Agency unless:

- (1) The contract between the person and the Agency is awarded pursuant to competitive bidding procedure and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, and the Agency.
- (2) The contract between the person and the Agency is one in which the Agency employees has no interest and has no duties or responsibilities, or if the contract



with the person is one in which the Agency employee entered into prior to becoming an employee.

There shall be no preferential treatment given by an employee of the Agency acting in performance of his or her official duties to any person, agency, or organization.

No Agency employee shall use or permit the use of Agency-owned vehicles, equipment, materials, or property for the convenience or profit of himself, herself, or any other person. However, this provision shall not apply in case of usage for “diminutive” purposes, i.e., purposes which would not be construed as abuse of Agency property.

No Agency employee shall solicit any gift or consideration of any kind, nor shall any Agency employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Agency.

No agency employee acting individually can bind the housing agency in action or in verbal representation.

No Agency employee shall disclose, without proper authorization, non-public information or records concerning any aspects of the operation of the Agency, nor shall he or she use such information to the advantage or benefit of himself, herself, or any other person. This shall include records maintained on enrollees of the Agency, for whom a properly executed release of information form shall be obtained and kept in the client file. The release of any information relative to enrollees of the Agency shall be done pursuant to government regulations allowing the release of information among government agencies or agencies receiving government subsidy and shall be done following prescribed methods of requesting and transmitting such information with the full knowledge of the enrollee except in those cases where, through action of law and the enrollee’s knowledge, it is not required.

No Agency employee currently employed shall represent any person, other than himself or herself, in business negotiations and/or judicial or administrative actions or procedures to which the Agency may be party.

No former employee of the Agency shall personally represent any person in a matter in which the former employee personally participated while employed by the Agency for one year, if such representation would be adverse to the interests of the Agency. This provision shall not, however, bar the timely filing by current or former employees of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No member of the family of any Agency employee shall be appointed or hired to serve under the direct supervision or authority of that employee, and in no event shall any Agency employee participate in the decision- making regarding employment or contract for services of any family member.



No Agency employee shall have an interest in a contract between any person and the Agency, except that this provision shall not apply if the contract was entered into prior to the employee's hire by the Agency, the employee discloses his or her interest in the contract prior to employment, and after employment the employee has no power to authorize or approve payment, monitor performance, or compliance under the contract, audit bills or claims under the contract, and/or the compensation of the employee will not be affected by the contract.

No employee of the Agency shall discuss, vote upon, decide, or take part in (formally or informally) any matter before the Agency in which he or she has an interest. Exceptions shall be made in the case of an employee whose interest in the matter is minimal (e.g. an employee helping decide on a new telephone system owns 100 shares of AT&T stock), provided the employee shall fully and specifically describe his or her interest, writing, and the underlying basis of it whether it be ownership, investment, contract, claim employment, or family relationship, to his or her immediate supervisor prior to the employee's participation. If, in the opinion of the supervisor, there is any question as to whether the interest is minimal, the matter shall be referred to the Ethics Review Committee for binding decision on the question.

Any matter decided on, contracted, adjudicated, or any way acted upon by an employee who does not disclose a personal interest either in the matter or in any person or organization having an interest in the matter, may be considered null and void by the Agency. Such a matter may be referred to the Ethics Review to render judgment and assess any penalties if necessary.

If the Ethics Review Committee renders judgment that a matter was performed, a contract was entered into, or any matter was conducted, decided, or acted upon in a manner prohibited by the Code of Ethics, it may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

No person employed by the Agency shall be permitted to participate as a lessor or lessor's agent in the leasing programs. Similarly, no member of the Board of Commissioners in his or her individual capacity shall be lessor or lessor's agent. These prohibitions, however, shall not apply where the employee or Commissioner is a principal in a not-for-profit, charitable, educational, or humanitarian agency or organization that may own or manage housing for rental purposes.

No person employed by the Agency shall be permitted to reside in an income restricted unit owned or directly managed by Rockville Housing Enterprises if they do not meet the income requirements. Unless the residency is a part of the employment agreement as in the case of a live-in on-site property manager. If a person employed by the Agency is also a program participant, the Executive Director must be notified by the employee of the participant's program status.

## **6.0 ETHICAL STANDARDS FOR COMMISSIONERS**

The Board of Commissioners of the Agency is the architect of policy governing the operation of the Agency and retains the legal and fiscal responsibility for the Agency. Recognizing that the Commissioners are chosen from a broad range of fields, professions, and community interest, renders difficult the circumscription of external interest and activities of the Commissioners. It is



the intent that, insofar as is possible, the members of the Board of Commissioners are generally enjoined to follow the standards of conduct which are outlined in the Code of Ethics for employees. Further, it is expected that a Commissioner will voluntarily and fully outline his or her personal interest and potential conflicts of interest prior to assuming their seat on the board. Such a statement should be submitted to the Board Chairman within ninety (90) days of the Commissioner's appointment. For Commissioners currently serving, such an updated statement shall be developed within ninety (90) days of their re-appointment for a new term.

Such a statement shall disclose the following:

- (1) The names of any business, organizational, or professional involvement that might reasonably be inferred as having business with the Agency and for which at some point a Commissioner might be expected to vote, legislate, or rule on a matter involving said party.
- (2) Any current or past contact or interest in activities or program of the Agency including, but not limited to any contracts previously bid and let, familial relationship with any staff or other board members, or any consultative or professional contracts.
  - (a) No Commissioner shall vote, decide on, or discuss any matter before the Board if that Commissioner has an interest in the matter, except that:
    - (i) A Commissioner having an interest through a voluntary association with the person or organization may be allowed to discuss the matter.
    - (ii) If the matter concerns a person or organization in which the Commissioner had a former contact, and that former contact existed either prior to his or her selection or occurred at least two years prior to the current discussion of the matter, the Commissioner may act freely.
  - (b) No Commissioner may use his or her positions on the Board to intimidate, coerce, persuade, or otherwise influence any of the activities or employees of the Agency.

## **7.0 ETHICS REVIEW COMMITTEE**

There shall be established an Ethics Review Committee of the Agency.

The purpose of the Committee shall be to review and render decisions on any matters involving ethical conduct or breach of ethical conduct by vendors or commissioners.

The Committee is empowered by the Board of Commissioners to:

- (1) Call witnesses and receive depositions in the performance of duties.



- (2) Call for provision of appropriate records, files, or tapes relative to the performance of its duties.
- (3) Review any records maintained by the Agency, except those records that are considered confidential or personal. However, confidential records may be examined upon execution of a proper release by the subject person.

In performing its duties, the Committee may:

- (1) Issue rules and regulations consistent with and to clarify the Code of Ethics.
- (2) Review any questions concerning alleged or suspected infractions of the Code of Ethics and make recommendations to the Board of Commissioners or the Executive Director for further or final actions.
- (3) Require financial disclosure or disclosure of any pertinent information by employees, vendors, or commissioners.
- (4) Oversee compliance by the Agency with the Code of Ethics and make any other applicable regulations involving ethics.

The Committee shall be composed of three (3) members and one (1) alternate: Board of Commissioners (1), employees (1), and neutral third party (1). The alternate member of the panel shall be a party versed in legal/ethical issues, e.g., an attorney not currently serving as counsel to the Agency or an academic authority on ethical issues.

The member of the Committee shall be appointed in the following manner:

- (1) The representative of the Board of Commissioners and the neutral third-party shall be selected by vote of the Board of Commissioners.
- (2) The employee representative and alternate shall be selected by the Executive Director.

Each member of the Committee will serve a three (3) year term. The term may be renewed once. In no case will a person serve more than two (2) consecutive three (3) year terms.

There shall be a Chair of the Committee, elected by the member of the Committee. The Chair shall serve for one (1) year and may not serve more than two (2) consecutive terms. The Executive Director of the Agency shall serve as a non-voting Secretary of the Committee.

Voting by the Committee shall be a simple majority, with the Chair voting as any other member.

The alternate member of the Committee may attend all meetings of the Committee. In the case of a conflict of interest by committee member, the alternate member will assume the role as a voting



member of the Committee. The alternate may at any and all times voice opinions regarding the deliberations of the Committee.

The Committee shall, upon receiving a written request from either the Board of Commissioners or and individual associated with the Agency, respond in writing within sixty (60) days after receipt of the request, unless the Committee determines that additional time is required. If additional time is required, it shall inform the requestor of the approximate time it will be able to render a response.

The Committee shall make reports and recommendations for action to the Board of Commissioners. If the Board finds a recommended action is properly within the purview of the Executive Director or his or her designee, it shall delegate the matter without further Board action.

The legal counsel of the Agency may be involved in the deliberations of the Committee, but he/she has no vote and cannot serve as the alternate committee member.



## **APPENDIX C – RHE Verification Table**

## Verification Chart

### Levels of Verification Methods

The PHA must verify all information that is used to establish the family’s eligibility and level of assistance and is required to obtain the family’s consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family. The PHA will follow the verification guidance provided by HUD in PIH Notice 2012-15, 2012-10 Guidance – Verification of Social Security Numbers (SSNs), Social Security (SS) and Supplemental Security Income (SSI) Benefits, PIH Notice 2010-19 Administrative Guidance for Effective use of the Enterprise Income Verification (EIV) System, and any subsequent Guidance issued by HUD. HUD has identified 6 levels of verification as shown in the chart below. However, the actual path through the six levels varies by type of income. This document describes the type of documentation that meets the requirements of each level and describes how the six levels are used for each type of income.

Level	Verification Type	Reliability Ranking	Description
6	HUD EIV	Highest (Mandatory)	Data from EIV Income Report. Is used primarily as a comparison to other verification and NOT used in calculations except in the case of SS and SSI.
5	Upfront (UIV) – Non-HUD System	Highest (Highly Recommended, not required)	Data received through an independent source that systematically and uniformly maintains income information in computerized form. Information obtained from UIV can be used in calculations without additional documentation. The different UIV sources RHE uses are throughout this chart
4	Written Third-party Documents	High:	3 <sup>rd</sup> Party verification as defined by PIH Notice 2012-15, PIH Notice 2010-9; PIH Notice 2011-25. “This Notice clarifies that Written Third-party Verification, (Level 4), can be an original or authentic document generated by a third-party source dated either within 60-day period preceding the reexamination or PHA request date and that such documentation may be in the possession of the tenant (or applicant).”  Verification mailed and or received directly from the source

3	Written Third-party Form (Requests)	Medium Low	Verification form mailed, faxed, or emailed directly from staff to third-party source and returned by source.
2	Oral Third-party	Low	Phone call by staff to third-party source following up on a Written Third-party form or Tenant Self Declaration. Two attempts to contact party must be made and documented. Information gathered must be documented in the file in order to move to the use of Tenant Declaration
1	Tenant Declaration	Low (Use as last resort)	A statement of reported income and/or expenses. File must document attempts and reason why a higher form of verification was not possible.

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<b>Section 1. Income</b>		
<b>A. Wages and Salaries</b>		
HUD EIV (Level 6)	Sources	Reporting Time Frame
	National Directory of new Hires (federal data)	Within one month of the end of the calendar quarter. First quarter wages (Jan-Mar) will be reported by May
	State Workforce Agencies, SWICA	Within 4 months of the end of the calendar quarter. First quarter wages (Jan – Mar) will be reported by August.
Note: While EIV is the highest level on HUD’s verification hierarchy, it is not used in the calculation of wages and salaries. EIV is compared to other documents to confirm income and to identify additional sources of tenant income that may not have been reported.		
UIV Non-HUD System (Level 5)	<ul style="list-style-type: none"> <li>• cccverify.com – Can be used to verify wages and salaries</li> <li>• MD Child Support – FAX 301-687-8136</li> <li>• MD Unemployment FAX 410-767-2576</li> <li>• MD Department of Health and Human Services 240-777-4100</li> </ul>	
Written Third-party Documents (Level 4)	<ul style="list-style-type: none"> <li>• RHE prefers original un-tampered payroll documents generated by the employer.</li> <li>• RHE will also accept a printout from the payroll system.</li> <li>• At least 2-4 current and consecutive paystubs (if participant/applicant has been with the employer at least that long), or</li> <li>• Employer notice or letter from employer that provides the necessary information</li> <li>• Completed Income Verification form completed by the employer but brought in by the participant/applicant</li> <li>• Complete Tax Return and Schedule-C for the self-employed brought in by the participant/applicant</li> </ul>	
Written Third-party (Level 3)	Mail or Fax Verification of Employment Income Form directly to the source. Place copy of mailed or faxed form in file.	
Oral Third-party (Level 2)	<ul style="list-style-type: none"> <li>• If resource does not respond to written request for information; and tenant cannot provide other 3<sup>rd</sup> Party Verification documentation, oral verification is required to verify income amount noted on the tenant self-declaration.</li> <li>• RHE requires two (2) oral verification attempts <ul style="list-style-type: none"> <li>○ Record and document in Yardi notes and in the file, the date and time attempts were made and the name and title of the contact person</li> </ul> </li> </ul>	
Tenant Declaration	<ul style="list-style-type: none"> <li>• Use only if no other form of verification is provided.</li> <li>• Information provided on the application may be accepted as the tenant declaration</li> </ul>	

(Level 1)	<p>If all of the information needed to calculate income is provided.</p> <ul style="list-style-type: none"><li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that provides the needed information or declares the family's total annual income from earnings can be accepted.</li><li>• Staff must document in the file any third-party verification that was not available.</li></ul>
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<b>B. Social Security</b>	
HUD EIV (Level 6)	<ul style="list-style-type: none"> <li>EIV contains social security and SSI data. Information is reported from SSA and updated every 3 months.</li> <li>EIV may be used as the sole source of verification for SS and SSI. The participant must be given the opportunity to agree/disagree with the information on the EIV report. If the participant agrees with the report and signs it, no other verification is required from SSA.</li> </ul>
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	<ul style="list-style-type: none"> <li>If the participant does not agree with the EIV Report, the participant must provide a benefit letter or printout of benefits dated within the last 60 days for each household member that receives SS and/or SSI benefits.</li> <li>The participant may request verification of SS/SSI benefits without charge or penalty via the internet (preferred method) or phone:</li> <li>RHE staff may assist the participant while in the office by accessing the SSA’s website at <a href="http://www.socialsecurity.gov/myaccount">www.socialsecurity.gov/myaccount</a> and following the instructions for requesting a Proof of Income Letter that may be printed immediately. <ul style="list-style-type: none"> <li>Participant may call SSA’s toll-free number, 800-772-1213 to request that a Proof of Income Letter be mailed to their home address.</li> <li>The participant must provide the original to RHE. RHE will copy the letter and return the original to the participant.</li> </ul> </li> </ul>
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable. SSA does not permit PHAs to request direct third-party verification from SSA.
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <p>Staff must document in the file why third-party verification was not available</p>

### C. Verification of Self-Employment

Self-employment income refers to an individual who does not receive a paycheck from an employer (does not receive a W-2 form). If an individual owns a company and receives a paycheck that income would be counted under A. Wages and Salaries.

Self-employed individuals must provide information on income received and may deduct allowable business expenses.

HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	<ul style="list-style-type: none"><li>• Level 4 documents must be generated by a 3<sup>rd</sup> Party Source. Therefore, an accountant's profit and loss statement would be acceptable Level 4 documentation, but a statement of profit and loss (Schedule-C) prepared by the applicant/participant would be a Level 1 declaration.</li><li>• A tax return can be considered Level 4.</li></ul>
Written Third- party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available</p> <ul style="list-style-type: none"><li>• RHE requires a Self-Employment Income/Expense Record Form from the participant that declares income from self-employment.</li><li>• RHE may request supporting documents such as tax records, income and expense records, and copies of invoices.</li><li>• Participants who use this form are expected to complete it for last calendar year and the current year – using estimated amounts for the remainder of the year.</li></ul>

<b>D. Welfare Benefits and Reduced Welfare Benefits</b>	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Available
Written Third- party Documents (Level 4)	RHE will use an original untampered award notice or printout from MD Department of Health and Human Services provided by the participant/applicant.
Written Third- party (Level 3)	<ul style="list-style-type: none"> <li>• RHE will fax verification form the Montgomery County Department of Health and Human Services at <b>FAX 240-777-4100</b></li> <li>• For reduced welfare benefits. RHE requires written Verification of Reduction or Termination of Welfare Assistance from Montgomery County Department of Health and Human Services that states:               <ol style="list-style-type: none"> <li>1. The amount of the reduction,</li> <li>2. The reason for the sanction, which must be for (a) fraud, (b) failure to participate in an economic self-sufficiency program, or (c) failure to comply with a work requirement, and</li> <li>3. The letter must state the term or duration of the sanction.</li> </ol> </li> </ul>
Oral Third- party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Document information obtained in the file.</li> </ul>
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly welfare benefits can be accepted.</li> <li>• For reduced welfare benefits, RHE requires a statement from the participant that declares monthly welfare benefits reduced, reason for sanction, and term.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>

<b>E. Veteran's Benefits</b>	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	For clarification of Level 4 or Level 3 information provided call the Department of Veterans Affairs 1-800-827-1000 for VA benefits and use file number located on upper right corner of the VA benefit letter.
Written Third- party Documents (Level 4)	<ul style="list-style-type: none"> <li>• RHE will accept an original untampered document generated by the Veteran's Administration including:</li> <li>• VA benefit letter. Benefit letters must be for the current year, but because they are issued annually, they do not have to be dated within 120 days of submission to RHE.</li> <li>• Print out of benefits that provides both gross and net income information. It must include information no older than 120 days before submission to RHE.</li> </ul>
Written Third- party (Level 3)	Mail or Fax Verification Form directly to the VA
Oral Third- party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> <li>• Document information obtained in the file.</li> </ul>
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly pension amounts can be accepted.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>

<b>F. Periodic Payments (Pensions, Retirement Benefits, Annuities, Insurance Policy Benefits, or Other Periodic Payments)</b>	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	<ul style="list-style-type: none"> <li>• RHE will accept an original untampered benefit notice from the provider of the payment (can be brought in by the participant).</li> <li>• To be acceptable, the document must clearly specify gross amounts received and the time frame for payments.</li> </ul>
Written Third- party (Level 3)	Mail or Fax Verification Form directly to the provider to obtain benefit information.
Oral Third- party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul> <p>Document information obtained in the file.</p>
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly pension amounts can be accepted.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p> <p>NOTE: Participants may receive (1) notice of a pension or similar payment when the payment began. RHE will retain the documentation provided by the participant and follow the verification hierarchy to obtain current documentation.</p>

<b>G. Unemployment Benefits</b>	
HUD EIV (Level 6)	<ul style="list-style-type: none"> <li>• EIV contains quarterly unemployment compensation data – updated with one month of the end of each quarter.</li> <li>• EIV should be used as a tool to identify individuals who may be receiving unemployment, but it is not acceptable verification of unemployment benefits. Additional documentation of unemployment compensation should still be requested from the individual.</li> <li>• If EIV does not indicated receipt of unemployment benefits in the immediate prior 12-month period, and the participant does not report unemployment income, RHE does not require additional verification of unemployment benefits.</li> </ul>
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	<p>RHE will accept either of the following documentation:</p> <ul style="list-style-type: none"> <li>• An original and untampered benefit notice letter</li> <li>• A printout from local unemployment office</li> </ul>
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares unemployment benefits is required.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>

<b>H. Worker's Compensation</b>	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	<ul style="list-style-type: none"> <li>• An original untampered benefit notice or letter</li> <li>• At least two paystubs or other third-party generated documentation of worker's compensation received.</li> <li>• Print out from local worker's compensation office or employer.</li> </ul>
Written Third- party (Level 3)	Use Income Verification Forms. Mail or Fax the form directly to the appropriate source.
Oral Third-party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares Worker's compensation can be accepted.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>

<b>I. Child Support and Alimony</b>	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	<ul style="list-style-type: none"> <li>• For payments made through a government entity, the preferred document is the printout payments made from the local Child Support Enforcement Agency. <ul style="list-style-type: none"> <li>○ RHE will attempt to determine the regularity and frequency of payments to determine the average; preferably a 12-month period.</li> <li>○ Copy of the latest check and or payment stubs, or, in the case of electronic deposit, a print-out of payments and disbursement.</li> </ul> </li> <li>• For those that do not go through a state agency, use the document that established the support amounts, for example, court documents, divorce decree, alimony, or custody agreement or other arrangement. <ul style="list-style-type: none"> <li>○ At a minimum, 2 current and consecutive child support or alimony check stubs will be accepted.</li> </ul> </li> </ul>
Written Third-party (Level 3)	<ul style="list-style-type: none"> <li>• Mail or Fax the Verification Form to the Child Support Agency FAX 301-687-8136 OR other appropriate Agency or appropriate payer to obtain current child support amount and payment status.</li> <li>• For those that do not through a state agency, we may need to send a form to the payer asking for the actual amount paid and payment status.</li> </ul>
Oral Third- party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <p>Family’s self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received.</p> <p>Staff must document in the file the reason third-party was not available.</p>

**J. Adoption Assistance and Foster Care**

In this case, foster care only includes formal foster care arrangements through a state or local agency. This does not refer to informal care agreements between family and/or friends. If an applicant/participant receives income as a result of an information arrangement, it should be verified following instructions for Regular Contributions

HUD EIV (Level 6)	Data not available
Upfront – Non-HUD System (Level 5)	Not available
Written Third-party Documents (Level 4)	RHE will accept original untampered documents from appropriate agency identified by the participant to verify current assistance amount and status.
Written Third-party (Level 3)	Mail or Fax the Verification Form to the Agency FAX 301-687-8136 OR other appropriate Agency or appropriate payer to obtain current child support amount and payment status.
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. <ul style="list-style-type: none"><li>• Telephone or in-person contact with third-party source.</li><li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li></ul>
Tenant Declaration (Level 1)	Use only if no other form of verification is available.  Family's self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received.  Staff must document in the file the reason third-party was not available.

<b>K. Regular Contributions or Gifts</b>	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	RHE will accept a notarized statement from a third-party stating the amount of regular contributions given to the family and may be hand carried in by participant.
Written Third- party (Level 3)	Send the Verification of Support Contribution Form to any third-party source providing contributions as reported by individual/family.
Oral Third-party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that declares regular contributions is required.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>

<b>L. College Student Financial Aid (also see Section III x for definition of students)</b>	
HUD EIV (Level 6)	Data not available in EIV
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	<ul style="list-style-type: none"> <li>• Financial aid letters or documents generated by the educational institution that shows the amount of awards per academic term. If these documents provide enough information to determine whether the student receives any amount in excess of tuition, no further documentation is needed.</li> <li>• Billing documents generated by the educational institution may be used to show tuition charges separate from all other items.</li> </ul>
Written Third- party (Level 3)	Send the Verification of Support Contribution Form to any third-party source providing contributions as reported by individual/family.
Oral Third-party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <p>If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</p> <p>Staff must document in the file the reason third-party was not available.</p>

<b>M. Military Pay</b>	
HUD EIV (Level 6)	<p>EIV contains quarterly wage data for the last 2 years of regular pay, special pay, of a member of the Armed Forces.</p> <p>Note. While EIV is the highest level on HUD’s verification hierarchy, it is NOT used in the calculation of wages and salaries. EIV is compared to other documents to confirm income and to identify additional sources of tenant income that may not have been removed.</p>
Upfront – Non- HUD System (Level 5)	<p>The Defense Finance and Accounting Service provide payment for the US Department of Defense.</p> <p><a href="http://www.dfas.mil/civilianemployees/customerservice.html#Military">http://www.dfas.mil/civilianemployees/customerservice.html#Military</a></p>
Written Third- party Documents (Level 4)	<p>Documentation submitted stating the individual is receiving regular pay, special pay, and/or any allowances as a member of the Armed Forces. In order for income to be excluded documentation must state the individual is currently being exposed to hostile fire.</p>
Written Third- party (Level 3)	<p>Count all sources of pay EXCEPT special family for a family member serving in the Armed Forces who is exposed to hostile fire.</p>
Oral Third- party (Level 2)	<p>Air Force &amp; Army 877-734-6202 Coast Guard 785-339-2200 Marine Corps &amp; Navy 888-332-7411</p> <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>
Tenant Declaration (Level 1)	<p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that declares regular contributions is required.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>

<b>Section 2. Household Composition</b>	
<b>2A. Legal Identity</b>	
RHE requires that the legal identity of each household member be verified	
HUD EIV (Level 6)	Once a HUD-50058 has been submitted for a family, EIV compares the names, SSNs, and birth dates reported with SSA to either confirm the identity of members or identify household members whose names, SSNs and birth dates do not match.
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	<p>RHE requires original, unaltered documents</p> <p>All Household members. Documentation must be provided that identifies each member and confirms relationships. Acceptable Documents include:</p> <p>For Adults:</p> <ul style="list-style-type: none"> <li>○ Birth Certificate</li> <li>○ Church-Issued Baptismal Certificate</li> <li>○ Current, Valid Driver’s License or State issued ID</li> <li>○ U.S. Passport</li> <li>○ U.S. Military Discharge Form (DD 214)</li> <li>○ Employer Identification Card</li> <li>○ PH applicants/participants with a name different from what is on their birth certificate – and which is not the result of a typographical error must provide evidence of a name change such as a marriage certificate, divorce decree, legal document, or court order.</li> </ul> <p>For Children:</p> <ul style="list-style-type: none"> <li>○ Birth Certificate</li> <li>○ Adoption Papers</li> <li>○ Custody Agreement</li> <li>○ Health and Human Services ID</li> <li>○ School Records</li> </ul>
Written Third- party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration	If due to an uncontrollable circumstance, none of these documents are available, RHE will consider on a case-by-case basis accepting certification from a third-

(Level 1)	party who knows the person and who can attest to their identity.  Staff must document in the file the reason third-party was not available.
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<b>2B. Social Security Number</b>	
HUD Requires all household members to obtain and disclose a SSN, except members who do not claim citizenship or eligible immigration status.	
HUD EIV (Level 6)	EIV requires a precise match of first name, last name, date of birth and social security number shown on the HUD-50058 and Social Security Administration records.
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	<p>RHE Requires original, unaltered documents.</p> <p>Social Security Number</p> <ul style="list-style-type: none"> <li>○ Original Social Security Card</li> <li>○ Original document issued by a federal or state government agency, which contains both the name and SSN</li> <li>○ Original SSA-Issued document that contains the name and the SSN</li> </ul> <p>Note: If an original print-out or document generated by federal or local government contains name, SSN and birth date, the document can be accepted as verification of all three.</p> <p>RHE uses the names of family members as it appears on their Social Security Card. RHE requires an individual with unmatched information to provide RHE with a corrected Social Security Card with 45 days.</p>
Written Third-party (Level 3)	Not Applicable
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Not Applicable

**2C. Citizenship and Immigration Status**

HUD Requires RHE to verify the citizenship or immigration status of all household members

HUD EIV (Level 6)	Not Applicable
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	Citizenship Not Applicable • Immigration Status • Participant must provide appropriate immigration documents to initiate Level 4 verification.
Written Third-party (Level 3)	Send verification using DHS Form G-845, which is sent to USCIS, 2221 S. Clark Street, Arlington, VA 22202 Attention: Immigration Status Verifier, with a copy of the document to be verified.
Oral Third-party (Level 2)	Not Applicable
Tenant Declaration (Level 1)	Citizenship Citizens • Must sign a declaration certifying U.S. Citizenship.  Immigration Status Non-citizens must sign declaration certifying the following: • Eligible immigration status; or • Decision not to claim eligible status  Staff must document in the file the reason third-party was not available.

**2D. Verification of Disability**

Disability of a family member may affect rent calculation in two ways:

- 1) If the head or co-head, or spouse is a person with disabilities, the family qualifies as a “disabled household” eligible for the elderly/disabled household deduction.
- 2) If any household member is a person with disabilities, the family may qualify for a deduction of medical expenses.

HUD EIV  
(Level 6)

RHE verifies disability status of family members through EIV when EIV reports that an individual is disabled AND receives payment of disability benefits. RHE will determine if the participant is an SSI recipient: and/or RHE will determine if the client receives SS and is under 62. If either of these conditions applies, and the EIV indicates the participant is disabled, EIV is sufficient verification of disability.

Upfront – Non-  
HUD System  
(Level 5)

Not Applicable

Written Third-  
party Documents  
(Level 4)

RHE requires original, unaltered documents.  
  
SSA notice or benefit letter/ printout from the participant. The participant may contact SSA at 1-800-772-1213, visit the local SSA office, or request letter online at [www.ssa.gov](http://www.ssa.gov) by clicking “already receiving benefits.”

Written Third-  
party  
(Level 3)

Use the Verification of Disability Form to document that the participant meets the HUD definition of a person with disabilities.  
  
RHE sends the form directly to a qualified professional having knowledge of the person’s disability, who can verify the participant’s status.

Oral Third-party  
(Level 2)

If source does not respond to written request within 10 days of written request.

- Telephone or in-person contact with third-party source.
- RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in yardi and in the tenant file.

Staff must document in the file the reason third-party was not available.

Tenant  
Declaration  
(Level 1)

Not Applicable – RHE will not accept a tenant declaration for Verification of Disability

<b>2E. Verification of Family Composition: Custody, Adoption, Foster Care, Expected Child</b>	
HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Available
Written Third- party Documents (Level 4)	<p>Custody</p> <ul style="list-style-type: none"> <li>• Court documents or other legal/official agreements demonstrating custody.</li> </ul> <p>Shared Custody</p> <ul style="list-style-type: none"> <li>• If custody documents show shared custody, one of the following documents must be provided: <ul style="list-style-type: none"> <li>○ IRS returns that show which parent claimed the child as a dependent.</li> <li>○ School records showing where the child goes to school. This can help determine custody.</li> <li>○ Documents such as court or custody papers.</li> <li>○ Family Services Agency documents.</li> </ul> </li> </ul> <p>Adoption</p> <ul style="list-style-type: none"> <li>• Documents from State or local government entity that has placed the individual in foster care.</li> <li>• Printout of payments received from funding agency.</li> </ul>
Written Third- party (Level 3)	Verification of Foster Care/Adoption
Oral Third-party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>
Tenant Declaration (Level 1)	<p>Expected Child</p> <ul style="list-style-type: none"> <li>• A tenant declaration is accepted as verification for an expected child. Adoption, Custody, Foster Care.</li> <li>• RHE will accept tenant declaration if Level 4 documents cannot be provided. Staff must document in the file the reason third-party was not available.</li> <li>• If a parent of a minor is not a member of the household and the minor(s) was in the household at the time of admission or at least as far back as can be determined, guardianship documents will not be required.</li> </ul>

**2F. Verification of Student Status**

Student status may affect eligibility and rent in several ways:

1. A college student who is under 24 years of age, is not a veteran, is not married, does not have a dependent child is not eligible to receive voucher assistance.
2. A family member other than the head, co-head or spouse who is a full-time student qualifies as a dependent
3. For both full and part-time students, staff must determine whether student financial aid in excess of tuition must be counted as income. (Different rules apply to different types of students).

HUD EIV (Level 6)	Not Applicable
Upfront – Non- HUD System (Level 5)	Not Applicable
Written Third- party Documents (Level 4)	<p>Student Status</p> <ul style="list-style-type: none"> <li>• Original documents created by the educational institution that confirm the individual is a student and whether the student is full or part time (as defined by the institution).</li> </ul> <p>Financial Aid</p> <ul style="list-style-type: none"> <li>• Original documents created by the educational institution that specify any financial aid provided. Amounts in excess of tuition must be specified. Loans are not counted as financial aid.</li> </ul>
Written Third- party (Level 3)	Utilize Verification Form to be sent to the educational institution
Oral Third-party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>
Tenant Declaration (Level 1)	If the educational institution is unable to confirm student status, a tenant declaration may be acceptable for the period IF level 4 documentation has been provided that shows the tenant has enrolled in school.

<b>Section 3. Deductions</b>
<b>3A. Dependent Deduction</b>
A household member who is not the head, co-head, or spouse, AND who is under the age of 18 or older who is a person with disabilities or a full-time student is a dependent.
<ul style="list-style-type: none"><li>• Verification of Age - See page 18</li><li>• Verification of Full Time Student Status – See page 24</li><li>• Verification of Disability – See page 21</li></ul>
<b>3B. Elderly Household deduction</b>
If the head, co-head, or spouse is 62 or older OR a person with disabilities, the household qualifies for the Elderly/Disabled Household deduction
<ul style="list-style-type: none"><li>• Verification of Age – See page 18</li><li>• Verification of Disability – See page 21</li></ul>

**3C. Verification of Child Care Expenses**

Reasonable childcare expenses for a child 12 or younger, that enables a family member to work, look for work, or go to school may be deducted. The deduction cannot exceed the amount earned. Therefore, to consider childcare RHE must verify:

1. That childcare expenses were incurred.
2. The individual enabled to work, look for work, or go to school actually does so.
3. Reasonableness of the expense.

HUD EIV (Level 6)	Not Applicable
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	<p>Child Care Expenses</p> <ul style="list-style-type: none"> <li>• Written verification from person who provides care indicating amount of payment, hours of care, names of children, and frequency of payment.</li> <li>• Written documentation generated by a third-party to verify the reason for childcare. For example: <ul style="list-style-type: none"> <li>○ Verification of employment for the person enabled to work (if employed is claimed).</li> <li>○ Verification of student status for the person enabled to go to school (if going to school is claimed).</li> <li>○ Verification from and employment agency of the time the person is devoting to searching for work (if looking for work is claimed).</li> </ul> </li> </ul>
Written Third-party (Level 3)	Verification of Child Care Expense Form
Oral Third-party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>
Tenant Declaration (Level 1)	For verification of “looking for work” a statement that indicates efforts to seek employment and the amount of time spent looking. (It is unlikely that someone who is unemployed and looking for work can justify 8 hours a day for childcare.)

**3D. Verification of Medical Expenses**

For households in which the head, co-head or spouse is 62 or older or a person with disabilities, medical expenses that exceed 3% of the annual income may be deducted. RHE must verify:

1. The status of the family as an elderly or disabled household
2. The amount of medical expenses
3. If a client does not receive SSDI, RHE may do a 3<sup>rd</sup> party verification to determine disability status or the client may submit a reasonable accommodation request to be considered a disabled person or household.

Verification of Age	See Page 18
Verification of Disability	See Page 21
<b>Verification of Medical Expenses</b>	
HUD EIV (Level 6)	Not Applicable
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	<ul style="list-style-type: none"><li>• Documents generated by provider of medical service or expense<ul style="list-style-type: none"><li>○ E.g. Print out from pharmacy</li></ul></li><li>• Paid receipts for ongoing medical expenses</li></ul>
Written Third-party (Level 3)	Verification of Expense form submitted to provider.
Oral Third-party (Level 2)	<p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"><li>• Telephone or in-person contact with third-party source.</li><li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li></ul> <p>Staff must document in the file the reason third-party was not available.</p>

<p>Tenant Declaration (Level 1)</p>	<p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• Statement of transportation expenses directly related to medical treatment, if there is no other source of verification can be accepted.</li> <li>• For claims of mileage as a medical expense, go to <a href="http://irs.gov">http://irs.gov</a>. to verify</li> </ul>
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	<p>current mileage allowance. To verify miles/distances traveled between home and appointment, staff may use <a href="http://maps.yahoo.com">http://maps.yahoo.com</a>.</p> <p>Staff must document in the file the reason third-party was not available.</p>
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**3E. Verification of Disability Assistance Expenses**

Reasonable costs for the care of a disabled person and/or auxiliary apparatus that enables a family member to work or go to school may be deducted. RHE must verify:

1. The individual meets the definition of a disabled person.
2. The cost for the care or apparatus is reasonable and actually incurred.
3. The designated person actually works or goes to school.

Verification of Disability	See Page 21
Verification of Employment	See Page 4
Verification of Student Status	See page 24
HUD EIV (Level 6)	Not Applicable
Upfront – Non-HUD System (Level 5)	Not Applicable
Written Third-party Documents (Level 4)	Care Expenses <ul style="list-style-type: none"><li>• Written verification from care attendant (or paid receipts) stating amount received, frequency of payments, hours cared; AND</li><li>• Written certification from doctor or rehabilitation agency that care is necessary to enable employment of household member; AND</li><li>• In cases where the disabled person is employed, a statement from the employer that the apparatus is necessary for employment.</li></ul>
Written Third-party (Level 3)	<ul style="list-style-type: none"><li>• Verification of Disability form</li><li>• Verification of Expenses/Costs form submitted to provided</li></ul>
Oral Third-party (Level 2)	If source does not respond to written request within 10 days of written request. <ul style="list-style-type: none"><li>• Telephone or in-person contact with third-party source.</li><li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li></ul> Staff must document in the file the reason third-party was not available.
Tenant Declaration	Use only if no other form of verification is available.

(Level 1)	Staff must document in the file the reason third-party was not available.
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## **APPENDIX D - RHE Hardship Policy**

# **ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY**

RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

## **Applicable Family Situations**

Qualifying hardships include the following:

1. The family has experienced a decrease in income because of changed circumstances including,
  - a. Involuntary loss or reduction of employment
  - b. Death in the family
  - c. Involuntary reduction in or loss of earnings or other assistance
2. The family has experienced an increase in expenses because of changed circumstances, for
  - a. Medical costs that exceed 25% or more of the family's current expense
  - b. Childcare costs that exceed 25% or more of the family's current expense
  - c. Involuntary loss of transportation, such as a serious car accident
  - d. Education
  - e. Similar items
  - f. Such other situations and factors determined by RHE to be appropriate.

## **Process for Agency Review and Determination**

When a client requests a hardship exemption from an MTW activity RHE will take the following actions:

1. Suspend the MTW activity beginning the next month after the request until the agency has determined if the request is warranted.
2. Determine whether a hardship exists within a reasonable time after the family request and whether it is temporary or long term.
3. RHE will not evict the family during the 90-day period beginning the month following the family's request for a hardship exemption.
4. If it is determined that a financial or other hardship exists and is **TEMPORARY**, RHE will continue providing an exemption from the MTW activity at a reasonable level for up to 90 days. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement, on terms and conditions established by RHE for the amount of back rent owed by the family.
5. If it is determined that a financial or other hardship exists and is **LONG-TERM**, RHE will continue providing an exemption from the MTW activity at a reasonable level for a specified duration determined by RHE. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement on terms and conditions established by RHE for the amount of back rent owed by the family.
6. If it is determined that a financial or other hardship request did not meet hardship standards, the client must resume the MTW activity and collect any retroactive rent, if applicable, through a reasonable repayment agreement.

## **Resident Notification**

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

## **Grievance Procedure**

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

## **Reasonable Accommodations**

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE' Reasonable Accommodations Policy and procedures.

## **Record Keeping**

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE' principal office during normal business hours and supplied to HUD if requested.

## **APPENDIX E - SEMAP Certification HUD Form 52648**

# Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0215  
(exp. 02/29/2020)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

**Instructions** Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
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**Check here if the PHA expends less than \$300,000 a year in Federal awards**

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

## Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

**PHA Response** Yes  No

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

**PHA Response** Yes  No

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

**PHA Response** Yes  No

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

**PHA Response**  At least 98% of units sampled  80 to 97% of units sampled  Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

**PHA Response**  At least 90% of files sampled  80 to 89% of files sampled  Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

**PHA Response** Yes  No

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

**PHA Response** Yes  No

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

**PHA Response**  At least 98% of cases sampled  Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

**Applies only to PHAs with jurisdiction in metropolitan FMR areas.**

**Check here if not applicable**

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

**PHA Response** Yes  No

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

**PHA Response** Yes  No

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

**PHA Response** Yes  No

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

**PHA Response** Yes  No

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

**PHA Response** Yes  No

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

**PHA Response** Yes  No

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

**PHA Response** Yes  No

Enter current FMRs and payment standards (PS)

0-BR FMR \_\_\_\_\_ 1-BR FMR \_\_\_\_\_ 2-BR FMR \_\_\_\_\_ 3-BR FMR \_\_\_\_\_ 4-BR FMR \_\_\_\_\_  
PS \_\_\_\_\_ PS \_\_\_\_\_ PS \_\_\_\_\_ PS \_\_\_\_\_ PS \_\_\_\_\_

**If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.**

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

**PHA Response** Yes  No

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

**PHA Response** Yes  No

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

**PHA Response** Yes  No

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

**PHA Response** Yes  No

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

**PHA Response** Yes  No

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

**Applies only to PHAs required to administer an FSS program.**

**Check here if not applicable**

**PHA Response**

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

**Applies only to PHAs required to administer an FSS program .**

**Check here if not applicable**

**PHA Response**      **Yes**       **No**

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

**Deconcentration Bonus Indicator** (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

**or**

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

**PHA Response**      **Yes**       **No**       **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

\_\_\_\_\_  
Date (mm/dd/yyyy) \_\_\_\_\_

\_\_\_\_\_  
Date (mm/dd/yyyy) \_\_\_\_\_

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

# SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) \_\_\_\_\_

PHA Name \_\_\_\_\_

Principal Operating Area of PHA \_\_\_\_\_  
(The geographic entity for which the Census tabulates data)

**Special Instructions for State or regional PHAs** Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area \_\_\_\_\_

## Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) \_\_\_\_\_ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- \_\_\_\_\_ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- \_\_\_\_\_ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).
- Is line c 50% or more? Yes  No

- 2) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes  No

- 3) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes  No

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.**

**See instructions above concerning bonus points for State and regional PHAs.**

**APPENDIX F - HUD Form 52665**

**Family Portability Information**  
**Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
**Office of Public and Indian Housing**

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Public reporting burden for this collection of information is estimated to average .50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to standardize the information submitted to the receiving Public Housing Agency (PHA) by the initial PHA. In addition, the information is used for monthly billing by the receiving PHA.

Sensitive Information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f) and by the Housing and Community Development Act of 1987 (42 U.S.C. 3534(a)). Collection of this information, including SSN and annual income, is mandatory. The information is used to standardize the information submitted to the receiving Public Housing Agency (PHA) by the initial PHA. In addition, the information is used for monthly billing by the receiving PHA. The SSN is used as a unique identifier. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of a family port.

**Part I Initial PHA Information and Certification**

**Instructions:** This portion of the form is to be completed by the initial PHA for a family that is moving out of the initial PHA's jurisdiction under the portability procedures.

1. Head of Household Name				2. Head of Household Social Security Number	
3. Voucher Number (if applicable)	4. Bedroom Size	5. Issuance Date (mm/dd/yyyy)	6. Expiration Date (mm/dd/yyyy)	7. Date of Last Income Examination (mm/dd/yyyy)	
8. Annual income if new admission (not currently a voucher participant) \$ _____					
9. Date by which initial billing must be received (90 days following the expiration date of the initial PHA voucher) (mm/dd/yyyy) _____					
10. Initial PHA administrative fee rate \$ _____ (Note: include proration, if applicable. For example, if the proration factor for the year is 79% and your column B rate is \$60, enter \$47.4)					
11. 80% of initial PHA ongoing administrative fee (line 10 x 0.8) \$ _____					
12. Receiving PHA to which family has been referred: _____					

**Attachments:**

- a. A copy of the voucher issued by the initial PHA.
- b. **The most recent form HUD-50058 and copies of all related verification information for the current form HUD-50058.** (Note: This is the latest form HUD-50058 completed for either an applicant, a new admission, an annual reexamination, or an interim redetermination. It is not the form HUD-50058 that the initial PHA completes to report the portability move-out.)

**Certification Statement:**

The family \_\_\_\_\_ is a current program participant or \_\_\_\_\_ is not a current program participant but is income-eligible in the receiving PHA's jurisdiction (see line 8 above), and the voucher was issued in accordance with the program regulations. Please issue the family a receiving PHA voucher that does not expire before 30 days from the expiration date indicated in Item 6 (the expiration date on the initial PHA's voucher) for the appropriate bedroom size (based on the receiving PHA's policies). I certify that the information contained on Part I of this form and the attached documents provided by my agency are true and correct. My agency will promptly reimburse amounts paid on behalf of the above family within 30 calendar days of receipt of Part II of this form and thereafter ensure that subsequent billing payments are received by your agency no later than the fifth working day of each month. Failure to comply with these payment due dates may result in the transfer of the family's voucher in accordance with program rules and regulations.

Name of Certifying PHA Official \_\_\_\_\_ Type Full Name and Address of Initial PHA below

Signature \_\_\_\_\_

Initial PHA Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Form Submission Date (mm/dd/yyyy) \_\_\_\_\_

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**Part II-A Receiving PHA Information and Certification**

Instructions: The receiving PHA must always complete Part II-A.

1. Head of Household Name	2. Head of Household Social Security Number
3. Voucher Bedroom Size (per receiving PHA's policies)	4. HAP Contract Number (if applicable)

5. Receiving PHA administrative fee rate \$ \_\_\_\_\_  
(Note: include proration, if applicable. For example, if the proration factor for the year is 79% and your column B rate is \$60, enter \$47.4)**Certification Statement:**

I certify that the information contained on Part II of this form and, if applicable, the attached form HUD-50058, is true and correct and that my agency will promptly remit any overpayment to your agency.

Name of Certifying PHA Official \_\_\_\_\_ Type full Name and Address of Receiving PHA below

Signature \_\_\_\_\_

Receiving PHA Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Form Submission Date (mm/dd/yyyy) \_\_\_\_\_

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**Part II-B Family Status, Initial HAP Contract Execution and Billing Changes After HAP Contract Execution**Instructions: for initial billings, Part II-B must be completed by the receiving PHA and received by the initial PHA within 90 days following the expiration date of the initial PHA's voucher. For changes in the family status or the billing amount, Part II-B must be completed and sent within 10 working days from the effective date of the change. **The receiving PHA does not submit the billing form each month unless the monthly amount due changes or both PHAs agree to a different billing schedule that requires a more frequent billing submittal.****Check all statements below that apply:**

1. The above family has failed to submit a request for tenancy approval for an eligible unit within the allotted time period. You may therefore reissue your voucher to another family and, if applicable, modify any records concerning local preference usage and income targeting requirements. **STOP. Do not complete remainder of form.**

2. We have executed a HAP contract on behalf of the family and are absorbing the family into our own program effective \_\_\_\_\_ (mm/dd/yyyy). You may reissue your voucher to another family. **STOP. Do not complete remainder of form.**

3. We executed a HAP contract on \_\_\_\_\_ (mm/dd/yyyy) with an effective date of \_\_\_\_\_ (mm/dd/yyyy) and are billing your agency. The effective date of the family's annual reexamination will be \_\_\_\_\_ (mm/dd/yyyy). **A copy of the new form HUD-50058 is attached to this form. No other documentation is required.** (Note: Receiving PHAs are required to complete and submit a form HUD-50058 for families moving into their jurisdiction under portability. The receiving PHA may elect to conduct a special recertification of the family to conform the dates of the unit inspection and recertification, but is not required to do so by HUD in order to complete the form HUD-50058 for a portability move-in.) **Complete line 10 below.**

4. The HAP amount has changed effective \_\_\_\_\_ (mm/dd/yyyy) for the family because of: (Check all applicable items. **Complete line 10 below.**)

annual recertification

interim/special recertification

change in payment standard

the family moved to another unit in the receiving PHA jurisdiction.

other: (specify)

Comments continued on separate page Yes

No

5. The HAP payments have been abated effective \_\_\_\_\_ (mm/dd/yyyy). Please suspend the HAP to owner portion from your payment effective \_\_\_\_\_ (mm/dd/yyyy) until further notice. **STOP. Do not complete remainder of form.**

6. The HAP payments that were abated beginning \_\_\_\_\_ (mm/dd/yyyy) have resumed effective \_\_\_\_\_ (mm/dd/yyyy). Please resume payment of HAP effective \_\_\_\_\_ (mm/dd/yyyy). (Note: do not complete remainder of form unless line 4 above also apply. In such cases, complete line 10 below.)

7. We will no longer bill your agency because we are terminating the family's participation in the program or the family is voluntarily leaving the program.

Billing arrangement termination effective date: \_\_\_\_\_ (mm/dd/yyyy).

Reason for termination: (specify)

**STOP. Do not complete remainder of form.**

8. We are absorbing the family into our program and terminating the billing arrangement effective: \_\_\_\_\_ (mm/dd/yyyy).

**STOP. Do not complete remainder of form.**

9. The HAP contract has been terminated effective \_\_\_\_\_ (mm/dd/yyyy) and no new HAP contract has yet been executed on behalf of the family.

The family:

will not be remaining in our jurisdiction and has been referred to your agency.

intends to remain in our jurisdiction. The family's voucher expires \_\_\_\_\_ (mm/dd/yyyy). (Note: submit this form again once you know the outcome of the family's search).

**STOP. Do not complete remainder of form.**

#### 10. Billing Information

##### Regular Billing Amount:

a. Monthly HAP amount due \_\_\_\_\_  
(line 12s or 12af of form HUD-50058)

b. Ongoing admin fee \_\_\_\_\_  
(1) lesser of: Part I, line 11 or Part II, line 5, or (2) amount otherwise agreed upon)

c. **Total regular monthly billing amount** \_\_\_\_\_  
(sum of lines a and b)

##### Additional Amount Due, If Applicable:

d. Prorated HAP to owner from \_\_\_\_\_ to \_\_\_\_\_

e. Hard-to-house fee, if applicable \_\_\_\_\_

f. Other (explain) \_\_\_\_\_

g. Total additional amount (sum of lines d, e and f) \_\_\_\_\_


**Total Billing Amount:**

h. Payment Due This Billing Submission (sum of lines c and g) \_\_\_\_\_

**(After this submission, billing amount is amount recorded on line c, unless otherwise notified by the receiving PHA.)**

**Comments:**

## **APPENDIX G – MTW Supplement Plan**



FY23  
Moving  
To Work  
Supplement

**ROCKVILLE HOUSING  
ENTERPRISES**

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**October 2022**

# Rockville Housing Enterprises

## FY23 Moving to Work Supplement

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<b>A.</b>	<b>PHA Information.</b>
<b>A.1</b>	<b>PHA Name: Rockville Housing Enterprises</b> <b>PHA Code: MD007</b> <b>MTW Supplement for PHA Fiscal Year Beginning: (MM/DD/YYYY): 10/01/2022</b> <b>PHA Program Type:</b> Public Housing (PH) only    Housing Choice Voucher (HCV) only <b>X</b> Combined <b>MTW Cohort Number: 1</b> <b>MTW Supplement Submission Type: X</b> Annual Submission Amended Annual Submission
<b>B.</b>	<b>Narrative.</b>
<b>B.1</b>	<b>MTW Supplement Narrative.</b>  Rockville Housing Enterprises (RHE) is situated in Rockville, Maryland. It was established in 1956 as the City of Rockville’s public housing agency to provide affordable housing opportunities. RHE administers both the Public Housing and Housing Choice Voucher (HCV) programs as well as affordable housing options to all eligible households regardless of race, color, religion, sex, physical or mental handicap, familial status, national origin, or other protected class. RHE is dedicated to being an effective and innovative agency that enhances opportunities for self-sufficiency and provides quality affordable housing for the citizens of Rockville. The vision of RHE’ Moving to Work (MTW) Program is to increase the self-sufficiency of its clients through addressing mental health impediments and removing barriers that discourage income increases, while achieving the highest level of internal operating efficiency.

## RHE ACTIVITY 1

### Alternative Recertification Schedule For Households (Public Housing & HCV)

Core Question/Comment	Answer
<p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>	<p>The reduction in the frequency of recertifications provides an employment incentive for workable families to not be subject to a rent increase when their income improves due to self-sufficiency successes.</p> <p>Triennial recertifications will be conducted for all “workable” families” (non-elderly and non-disabled) and all “non-workable families” (elderly and disabled). Annual recertifications will remain for non-wage-earning workable families, families claiming zero income, and families making less than the minimum rent income level.</p> <p>Interim recertifications will be limited to one interim per calendar year and will be processed at the request of the household. If the interim is for a decrease in income, only income decreases of 10% or more will be processed. Interim decreases will be limited to one during a calendar year and no interim decreases during the first six months after initial occupancy. Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications.</p> <p>Family Self-Sufficiency program participants may be exempt from the limit on interim for the purposes of reporting income increases.</p>
<p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>	<p>Cost effectiveness Self-sufficiency</p>
<p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>	<p>Decreased expenditures</p>
<p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>	<p>The MTW activity applies to all assisted households</p>
<p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>	<p>New admissions and currently assisted households</p>
<p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>	<p>The MTW activity applies to all family types</p>
<p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b> Does the MTW activity apply to all public housing developments?</p> <p><b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p>	<p><b>For PH activities:</b> The MTW activity applies to all developments</p> <p><b>For HCV activities:</b></p> <ol style="list-style-type: none"> <li>1. The MTW activity applies to all tenant-based units</li> <li>2. The MTW activity applies to all properties with project-based vouchers</li> </ol>
<p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>	<p>No</p>
<p>Does this MTW activity require a hardship policy?</p>	<p>Yes</p>

Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Minimum Rent 2. Stepped Rent Graduated Total Tenant Payment 3. Amend HAP Contract Language
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

<b>3.a., 3.b. - Alternative Reexamination Schedule for Households (PH &amp; HCV)</b>	<b>Answer</b>
What is the recertification schedule?	Once every three years
How many interim recertifications per year may a household request?	1
Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.	Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications.

## **FY23 RHE Impact Analysis Activity 1** **Alternative Recertification Schedule**

### **1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

#### **Public Housing**

RHE processes an average of 103 public housing recertifications annually. The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 62 each year; a decrease of 41 annual recertification actions or 60%. The estimated per action cost for public housing actions is \$689 per action. The estimated annual cost savings is estimated to be \$28,249.

#### **Housing Choice Voucher**

RHE processes an average of 552 HCV recertifications annually including portability (port-ins). The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 223 each year; a decrease of 329 annual recertification actions or 68%. The estimated per action cost for HCV actions is \$213 per action. The estimated annual cost savings is estimated to be \$70,077.

### **2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

The alternative recertification schedule will have a positive impact on the affordability of housing costs. Families with increases in earned income will not be obligated to report that increase for three years. A family will be able to utilize their increased income for other purposes, not just towards an increase in their tenant rent portion; the tenant rent will remain stable for a longer period of time. Also, families that experience a decrease in income or an increase in expenses more than once, in a twelve-month period, will be able to apply for a hardship exception to adjust for the loss of income. This policy has no impact on the contract rent, in which a family's tenant rent is based.

### **3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**

This waiver will not affect the waiting list.

### **4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**

This waiver will not affect the termination rate of families. RHE has yet to terminate a family for failure to comply with the recertification process if the family submits the required documentation.

### **5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

### **6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**

#### *MTW Statutory Objective - Cost Effectiveness*

This waiver will decrease the administrative costs associated with processing annual and interim recertifications

#### *MTW Statutory Objective – Self Sufficiency*

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

### **7. Impact on the agency's ability to meet the MTW statutory requirements**

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

### **8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

It is anticipated that this waiver will increase the number of hardship requests for an additional interim recertifications. Currently, there are no limits on the number of income related interim recertifications a family can request.

Under the HCV Program, an average of 327 interims are completed annually, of which 112 or 34% represent more than one interim for a family processed within a 12-month period. That data represents 47 individual families that have requested more than one interim in a 12 month period which is approximately 9% of all families processed annually. Further program data reveals the following:

- 35 families had 2 interims within a 12 month period
- 8 families had 3 interims within a 12 month period
- 2 families had 4 interims within a 12 month period
- 2 families had 5 interims within a 12 month period

Under the Public Housing Program, an average of 57 interims are completed annually, of which 26 or 46% represent more than one interim for a family processed within a 12-month period. That data represents 10 individual families that have requested more than one interim in a 12 month period which is approximately 10% of all families that are recertified annually. Further program data reveals the following:

- 7 families had 2 interims within a 12 month period
- 3 families had 4 interims within a 12 month period

Based on the data presented, it is anticipated the hardship requests will likely be requested by the small percentage of families that submit the majority of interim requests. It is anticipated that 75% of the hardship requests will be approved and 25% of the request will be denied.

**9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This waiver is implemented based on income reviews, in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes. Although elderly and disabled participants are a protected class, this waiver will not have a negative effect on them.

## RHE ACTIVITY 2

### Self-Certification of Assets (Public Housing & HCV)

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	The asset self-certification threshold will be increased from \$5,000 to \$50,000. This will reduce the regulatory burden on both families and staff to allow a greater focus on people and not paperwork.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For PH activities:</b> Does the MTW activity apply to all public housing developments?  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For PH activities:</b> The MTW activity applies to all developments  <b>For HCV activities:</b> The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

3.c., 3.d. - Self-Certification of Assets (PH & HCV)	Input options and instructions
Please state the dollar threshold for the self-certification of assets.	\$50,000

## RHE ACTIVITY 3

### Eliminate Earned Income Disregard (Public Housing & HCV)

Core Question/Comment	Answer
<p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>	<p>RHE will eliminate the Earned Income Disregard. This will increase operational efficiencies by reducing the time it takes to administratively process the EID.</p> <p>Currently, the EID allows individuals who go from not working in the previous 12 months, to working, to gradually phase in the income counted toward their rental calculation over a period of 2 years. The EID is an opportunity for clients that gain earned income, that did not previously have earned income to experience the benefit of increased income without that income increase being utilized for rent immediately; however, due to cumbersome regulations, the cost to continue offering this exclusion far outweigh the benefits. Families will benefit from an increase in income without an immediate increase in rent.</p>
<p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>	<p>Cost effectiveness Self-sufficiency</p>
<p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>	<p>Decreased expenditures</p>
<p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>	<p>The MTW activity applies only to a subset or subsets of assisted households</p>
<p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>	<p>New admissions and currently assisted households</p>
<p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>	<p>The MTW activity applies only to selected family types:</p> <ol style="list-style-type: none"> <li>1. Non-elderly, non-disabled families</li> <li>2. Disabled families (to the extent those families are not exempt via a reasonable accommodation)</li> </ol>
<p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b> Does the MTW activity apply to all public housing developments?</p> <p><b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p>	<p><b>For PH activities:</b> The MTW activity applies to all developments</p> <p><b>For HCV activities:</b></p> <ol style="list-style-type: none"> <li>1. The MTW activity applies to all tenant-based units</li> <li>2. The MTW activity applies to all properties with project-based vouchers</li> </ol>
<p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>	<p>No</p>
<p>Does this MTW activity require a hardship policy?</p>	<p>No</p>
<p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>	<p>No</p>
<p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>	<p>No</p>
<p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>	<p>N/A</p>
<p>Does the MTW activity require an impact analysis?</p>	<p>No</p>

Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

<b>1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH &amp; HCV)</b>	<b>Input options and instructions</b>
What inclusions or exclusions will be eliminated, modified, or added?	RHE will eliminate the Earned Income Disregard.

## RHE ACTIVITY 4

### Minimum Rent (Public Housing & HCV)

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	To incentivize families to maintain employment, become accustomed to paying rent that is akin to what non-subsidized families pay, decrease program expenses, and increase self-sufficiency, RHE will increase the minimum rent from \$50 to \$130 for “workable families.”
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: <b>Non-elderly, non-disabled families</b>
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For PH activities:</b> Does the MTW activity apply to all public housing developments?  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For PH activities:</b> The MTW activity applies to all developments  <b>For HCV activities:</b> The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	Yes
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	Yes 1. Alternative Recertification Schedule 2. Stepped Rent Graduated Total Tenant Payment 3. Amend HAP Contract Language
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.	RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

<b>1.e., 1.f. - Minimum Rent (PH &amp; HCV)</b>	<b>Input options and instructions</b>
How much is the minimum rent or minimum Total Tenant Payment (TTP)?	\$ 130 minimum rent

**FY23 RHE Impact Analysis Activity 4**  
**Minimum Rent**

**1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

**Public Housing**

There are currently approximately 20 workable families in the Public Housing Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$1,600.

**Housing Choice Voucher**

There are currently approximately 45 workable families in the Voucher Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$3,600.

**2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

**Public Housing**

Program rules dictate a family must pay the higher of the tenant-based rent or the minimum rent. Currently there are 20 public housing families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the Public Housing Program by 160%.

**Housing Choice Voucher**

Program rules dictate a family must pay the higher of 30% of adjusted income or 10% of gross income and never less than the minimum rent. Currently there are 45 HCV families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the HCV Program by 160%.

**3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**

This waiver will not affect the waiting list.

**4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**

This waiver will not affect the termination rate of families.

**5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program

**6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**

*MTW Statutory Objective - Cost Effectiveness*

This waiver will increase the cost effectiveness of both the Public Housing and HVC Programs. The amount of tenant rent collected in the Public Housing Program will increase and the amount of HAP paid under the HCV program will decrease. These funds will be available to fund self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets.

*MTW Statutory Objective – Self Sufficiency*

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

**7. Impact on the agency's ability to meet the MTW statutory requirements**

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

**8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

It is anticipated that the rate of hardship requests will increase regarding minimum rent waivers for both the Public Housing and HCV Programs. Historically RHE has only received one request to waive the minimum rent in the last seven years. It is expected that the majority, 90%, of initial minimum rent waiver requests will be approved.

**9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This waiver is implemented based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

**RHE ACTIVITY 5**  
**Initial Rent Burden (HCV)**

<b>Core Question/Comment</b>	<b>Answer</b>
<b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the maximum family rent share, which is currently 40% of adjusted monthly income. The initial rent burden will increase not to exceed 50% of the family’s monthly income. This will increase housing choices and lessen workable families’ dependence on Federal subsidy.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Self-Sufficiency Housing choice
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Cost Neutral
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: <b>Non-elderly, non-disabled families</b>
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For HCV activities:</b> The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	Yes
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.	RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

<b>I.o. - Initial Rent Burden (HCV)</b>	<b>Input options and instructions</b>
If the MTW agency plans to implement a new maximum income-based rent percentage (higher than 40% of adjusted monthly income), what is that maximum?	60%

## **FY23 RHE Impact Analysis Activity 5**

### **Initial Rent Burden**

**1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

Approximately two percent, roughly 10 HCV families, pay more than 40% of their income towards their rent. RHE does not anticipate many families will choose this option due to the increase in tenant rent the family is likely to experience. Approximately one and one half percent, roughly seven HCV families, pay between 31% and 39% of their income towards their rent. These seven families would be best positioned to take advantage of this waiver and not experience an increase in tenant rent that is unaffordable.

This waiver will have a little impact on the Agency's financials. The majority of families that pay above 40% of their income toward rent are also have gross rents above the payment standard. Current program rules do not allow HAP to be paid for expenses above the Payment Standard; therefore, any additional increases in rent to be paid would be borne by the family.

**2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

This waiver may increase a family's rent burden, which may have a negative effect on housing affordability; however, this waiver is completely optional for the family.

**3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**

The waiver will not affect the waiting list.

**4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**

This waiver will not affect the agency's termination rate of families.

**5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

**6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**

*MTW Statutory Goal – Self Sufficiency*

This waiver will increase self-sufficiency by allowing families to pay more of their income towards their housing costs which is in line with the open rental market.

*MTW Statutory Goal – Housing Choice*

This waiver will increase housing choices as families are able to choose from a broader pool of available units.

**7. Impact on the agency's ability to meet the MTW statutory requirements**

This waiver will enable RHE to meet both the statutory objectives of Housing Choice and Self-Sufficiency.

**8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

RHE does not anticipate this waiver will result in hardship requests as this is voluntary on the part of the HCV participant.

**9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This waiver is based on client choice in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

## RHE ACTIVITY 6

### Modify Income Exclusion for Full Time Students (Public Housing & HCV)

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase self-sufficiency opportunities by giving an allowance for money spent directly on educational expenses. RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.).
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Cost Neutral
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: <b>Non-elderly, non-disabled families</b>
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For PH activities:</b> Does the MTW activity apply to all public housing developments?  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For PH activities:</b> The MTW activity applies to all developments  <b>For HCV activities:</b> 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

<b>1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH &amp; HCV)</b>	<b>Input options and instructions</b>
What inclusions or exclusions will be eliminated, modified, or added?	RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.).

## RHE ACTIVITY 7

### Rent Reasonableness – Third-Party Requirement (HCV)

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will remove the requirement to have a third-party perform rent reasonableness determinations on Project Based Voucher units owned, managed, or controlled by RHE.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For HCV activities:</b> The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No. At the Department’s request, RHE must obtain the services of a third-party entity to determine rent reasonableness for PHA-owned units.
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.	RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

<b>2.d. - Rent Reasonableness – Third-Party Requirement (HCV)</b>	
Please explain or upload a description of the quality assurance method.	RHE will ensure quality by making the new method visible, reviewing the policies used in developing the data, providing documentation, consulting with experts and users (if and when needed), and by keeping users informed about corrections and revisions.
Please explain or upload a description of the rent reasonableness determination method.	The rent reasonableness process involves utilizing the on-line search engine to identify at least 3 similar units and documenting the reasonableness of the rent compared to the similar units found. This process is the standard method RHE uses for all voucher rent reasonableness tests. The standard rent reasonableness process would not change.

## RHE ACTIVITY 8

### Housing Quality Standards -Third-Party Requirement (HCV)

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will remove the requirement to have a third-party perform HQS inspections on Project Based Voucher units owned, managed, or controlled by RHE.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decreased expenditures
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For HCV activities:</b> The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.	RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

5.c. - Third-Party Requirement (HCV)	Input options and instructions
Please explain or upload a description of the quality assurance method.	The quality control/assurance methodology that will be used for RHE performed HQS inspections, on RHE owned units, will be to have a third-party contractor conduct the quality control inspections on those units. The quality control inspection size will be based on the SEMAP quality control sample size requirement.

**RHE ACTIVITY 9**  
**Increase PBV Program Cap (HCV)**

<b>Core Question/Comment</b>	<b>Answer</b>
<b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the cap on the number of vouchers that can be project-based from 20% not to exceed 50%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue  RHE estimates the revenue will increase due to the ability to leverage financing on project-based units. The more project-based voucher units there are the more financing leverage will be available.
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For HCV activities:</b> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers.  RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD’s conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.	RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

<b>9.a. - Increase PBV Program Cap (HCV)</b>	<b>Input options and instructions</b>
What percentage of total authorized HCV units will be authorized for project-basing?	Up to 50%

**RHE ACTIVITY 10**  
**Increase PBV Project Cap (HCV)**

<b>Core Question/Comment</b>	<b>Answer</b>
<b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the cap on the percentage of project-based vouchers that can be project based in a building or project from 25% to 100%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue  RHE estimates the revenue will increase due to the ability to leverage financing on project based units. The more PBV units there are the more financing leverage will be available.
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For HCV activities:</b> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers  RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD’s conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.	RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

## RHE ACTIVITY 11

### Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will eliminate the selection process in the award of Project Based Vouchers to properties owned by RHE that are not public housing without engaging in an initiative to improve, develop, or replace a public housing property on site.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Decrease expenditures  This will decrease the administrative burden associated with the RFP process
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For HCV activities:</b> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers  RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

**RHE ACTIVITY 12**  
**Increase PBV HAP Contract Length (HCV)**

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will increase the length of the term of a Project Based Contract up to 50 years including extensions subject to appropriations and the end of the MTW Authorization. This will allow RHE to have an initial contract year of 15 to 20 years with renewal options.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increase revenue  The ability to leverage PBV units for a longer period of time will allow for more financing to be leveraged
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
<p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p>	<p><b>For HCV activities:</b> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers</p> <p>RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD’s conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.</p>
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.	RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

## RHE ACTIVITY 13

### Limit Portability for PBV Units (HCV)

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	RHE will waive the requirement to provide a tenant-based voucher at 12 months when requested by a Project Based Voucher household. RHE will require Project Based Voucher households to remain in place for 24 months prior to being eligible to receive an available tenant-based voucher.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Housing choice
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increased revenue Decreased expenditures
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies to all assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies to all family types
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For HCV activities:</b> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers  RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate.
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	RHE' FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

**RHE ACTIVITY 14**  
**Housing Development Programs (HCV)**

Core Question/Comment	Answer
<p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>	<p>RHE will utilize block grant funding to acquire, renovate, and/or build affordable units for low-income families that are not public housing units. Activities would be inclusive of, but not limited to, construction financing, gap financing, funding of reserves, and guarantees for non-public housing authority development of affordable housing. Development or investment in other affordable housing will include a variety of funding sources to include, but not limited to, project-based vouchers, Low Income Housing Tax Credits (LIHTC), federally insured loans, and state and local funding. Ownership structures are expected to vary depending on the deal structure.</p>
<p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>	<p>Cost effectiveness Housing choice</p>
<p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>	<p>Neutral (no cost implications)</p> <p>This activity will initially be a cost neutral activity as funding is shifted from one activity to another. However, the shift to development activities will allow RHE to leverage additional funding which will ultimately lead to increased revenue.</p>
<p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>	<p>The MTW activity applies to all assisted households</p>
<p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>	<p>New admissions and currently assisted households</p>
<p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>	<p>The MTW activity applies to all family types</p>
<p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b> Does the MTW activity apply to all public housing developments?</p> <p><b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p>	<p><b>For PH activities:</b> The MTW activity applies to all developments</p> <p><b>For HCV activities:</b> The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers</p>
<p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>	<p>No</p>
<p>Does this MTW activity require a hardship policy?</p>	<p>No</p>
<p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>	<p>No</p>
<p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>	<p>No</p>
<p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>	<p>N/A</p>
<p>Does the MTW activity require an impact analysis?</p>	<p>No</p>
<p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)</p>	<p>No</p>

Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.	RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

**17.c. Housing Development Programs**

For each LNT housing development that the MTW agency will commit funds to or spend funds on in this Fiscal Year, in Table 17.c.1 below please add the name of the development to one column heading and then provide the requested information, including the MTW agency role (Acquisition, Rehabilitation, or New Construction), the type of MTW agency financing (Gap Financing, Tax Credit Partnership, Other), and the total number of affordable units in the development. If possible, please provide a breakdown of the number of affordable units by level of affordability.

**Housing Development Programs that the MTW Agency plans to commit Funds to in Fiscal Year [autofill upcoming year]**

Question	David Scull Courts/Scattered Sites MD00700000 1 ( see attached address listings)			
MTW Role: Acquisition, Rehabilitation, New Construction?	PH to PBV Conversion/Rehab			
Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Gap, funding for capital repairs			
Number of Affordable Units	105			
Total Number of Units	105			
Number of Units by Affordability				
• 80% of AMI	12			
• 60% of AMI	22			
• 30% of AMI	71			
• Other				

**Housing Development Programs that the MTW Agency plans to spend funds on in the Fiscal Year [autofill upcoming year]**

## Rockville Housing Enterprises

### PH Units - David Scull Scattered Site

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David Scull - Public Housing	
1200 First Street	Rockville, MD 20850
1202 First Street	Rockville, MD 20850
1204 First Street	Rockville, MD 20850
1206 First Street	Rockville, MD 20850
1208 First Street	Rockville, MD 20850
1210 First Street	Rockville, MD 20850
1212 First Street	Rockville, MD 20850
1214 First Street	Rockville, MD 20850
1216 First Street	Rockville, MD 20850
1218 First Street	Rockville, MD 20850
1220 First Street	Rockville, MD 20850
1222 First Street	Rockville, MD 20850
1224 First Street	Rockville, MD 20850
1226 First Street	Rockville, MD 20850
1228 First Street	Rockville, MD 20850
1230 First Street	Rockville, MD 20850
1232 First Street	Rockville, MD 20850
1234 First Street	Rockville, MD 20850
1236 First Street	Rockville, MD 20850
1238 First Street	Rockville, MD 20850
1240 First Street	Rockville, MD 20850
1242 First Street	Rockville, MD 20850
1244 First Street	Rockville, MD 20850
1246 First Street	Rockville, MD 20850
1248 First Street	Rockville, MD 20850
1250 First Street	Rockville, MD 20850
1252 First Street	Rockville, MD 20850
1254 First Street	Rockville, MD 20850
1256 First Street	Rockville, MD 20850
1258 First Street	Rockville, MD 20850
1260 First Street	Rockville, MD 20850
1262 First Street	Rockville, MD 20850
1264 First Street	Rockville, MD 20850
1266 First Street	Rockville, MD 20850
1268 First Street	Rockville, MD 20850
1270 First Street	Rockville, MD 20850
1272 First Street	Rockville, MD 20850
1274 First Street	Rockville, MD 20850
1276 First Street	Rockville, MD 20850
1278 First Street	Rockville, MD 20850
1280 First Street	Rockville, MD 20850
1282 First Street	Rockville, MD 20850
1284 First Street	Rockville, MD 20850
1286 First Street	Rockville, MD 20850
1288 First Street	Rockville, MD 20850
1290 First Street	Rockville, MD 20850
1292 First Street	Rockville, MD 20850

## Rockville Housing Enterprises

### PH Units - David Scull Scattered Site

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1294 First Street	Rockville, MD 20850
1296 First Street	Rockville, MD 20850
1298 First Street	Rockville, MD 20850
1300 First Street	Rockville, MD 20850
1302 First Street	Rockville, MD 20850
1304 First Street	Rockville, MD 20850
1306 First Street	Rockville, MD 20850
1308 First Street	Rockville, MD 20850
1310 First Street	Rockville, MD 20850
1312 First Street	Rockville, MD 20850
1314 First Street	Rockville, MD 20850
1316 First Street	Rockville, MD 20850
1318 First Street	Rockville, MD 20850
1320 First Street	Rockville, MD 20850
1322 First Street	Rockville, MD 20850
1301 First Street	Rockville, MD 20850
1303 First Street	Rockville, MD 20850
1305 First Street	Rockville, MD 20850
1307 First Street	Rockville, MD 20850
1309 First Street	Rockville, MD 20850
1311 First Street	Rockville, MD 20850
1313 First Street	Rockville, MD 20850
1315 First Street	Rockville, MD 20850
1317 First Street	Rockville, MD 20850
1319 First Street	Rockville, MD 20850
1321 First Street	Rockville, MD 20850
1323 First Street	Rockville, MD 20850
1325 First Street	Rockville, MD 20850
1327 First Street	Rockville, MD 20850
<b>Public Housing Scattered Sites</b>	
202 Horners Ln	Rockville, MD 20850
506 Crabb Ave	Rockville, MD 20850
609 Crabb Ave	Rockville, MD 20850
328 Lincoln Ave	Rockville, MD 20850
339 Howard Ave	Rockville, MD 20850
501 Pinewood Rd	Rockville, MD 20850
512 Pinewood Rd	Rockville, MD 20850
512 Woodston Rd	Rockville, MD 20850
618 Burgundy Dr	Rockville, MD 20850
608 Longwood Dr	Rockville, MD 20850
726 Grandin Ave	Rockville, MD 20850
615 N. Stonestreet Ave	Rockville, MD 20850
914 N. Stonestreet Ave	Rockville, MD 20850
330 Beall Ave	Rockville, MD 20850
205 N. Van Buren St	Rockville, MD 20850
226 N. Van Buren St	Rockville, MD 20850
507 Bickford Ave	Rockville, MD 20850

## Rockville Housing Enterprises

### PH Units - David Scull Scattered Site

509 Bickford Ave	Rockville, MD 20850
102 North St	Rockville, MD 20850
609 W. Lynfield Dr	Rockville, MD 20850
1309 Gladstone Dr	Rockville, MD 20851
1807 McAuliffe Dr	Rockville, MD 20851
1633 Lewis Ave	Rockville, MD 20851
1305 Clagett Dr	Rockville, MD 20851
1208 Parrish Dr	Rockville, MD 20851
1211 Highwood Rd	Rockville, MD 20851
1106 Broadwood Dr	Rockville, MD 20851
1620 Burris Rd	Rockville, MD 20851
13303 Midway Ave	Rockville, MD 20851

## RHE ACTIVITY 15

### Graduated Total Tenant Payment (Public Housing & HCV)

Core Question/Comment	Answer
<p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>	<p>RHE will increase client graduation from both the public housing and HCV programs and eliminate subsidy dependence by initiating a graduated total tenant payment (TTP) for workable families. The TTP will increase by the greater of the increase in TTP based on the increase in household income or 5% each year for families on annual recertifications schedules and 10% for families with triennial recertification schedules.</p>
<p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>	<p>Cost effectiveness Self-sufficiency</p>
<p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>	<p>Increased revenue Decreased expenditures</p>
<p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>	<p>The MTW activity applies only to a subset or subsets of assisted households</p>
<p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>	<p>New admissions and currently assisted households</p>
<p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>	<p>The MTW activity applies only to selected family types: <b>Non-elderly, non-disabled families</b></p>
<p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b> Does the MTW activity apply to all public housing developments?</p> <p><b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p>	<p><b>For PH activities:</b> The MTW activity applies to all developments</p> <p><b>For HCV activities:</b> The MTW activity applies to all tenant-based units The MTW activity applies to all properties with project-based vouchers</p>
<p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>	<p>No</p>
<p>Does this MTW activity require a hardship policy?</p>	<p>Yes</p>
<p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>	<p>Yes</p> <ol style="list-style-type: none"> <li>1. Minimum Rent</li> <li>2. Alternative Recertification Schedule For Households</li> <li>3. Term-Limited Assistance</li> <li>4. Amend HAP Contract Language</li> </ol>
<p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>	<p>No</p>
<p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>	<p>N/A</p>
<p>Does the MTW activity require an impact analysis?</p>	<p>Yes</p>
<p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)</p>	<p>No</p>
<p>Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.</p>	<p>RHE’ FY22 MTW Supplement was approved in February 2022, and RHE has yet to fully implement this activity.</p>
<p>Please provide an explanation as to why the activity was discontinued or will be discontinued.</p>	<p>N/A</p>

1.c., 1.d. - Stepped Rent (PH & HCV)	Input options and instructions
Upload a document that presents the stepped rent schedule in the form of a table.	
If a household progresses all the way through the stepped rent schedule, what will their status be?	<input checked="" type="checkbox"/> They will no longer receive a subsidy <input type="checkbox"/> They will continue to receive a shallow subsidy <input type="checkbox"/> Other\Not Applicable. [If checked]: Please explain

**ROCKVILLE HOUSING ENTERPRISES**  
**Public Housing & HCV**  
**Graduated Total Tenant Payment Schedule**  
**(Stepped Rent)**

<b>Residency Year</b>	<b>Able-Bodied Households (Triennial Recertifications)</b>	<b>Able-Bodied Households with Zero Income &amp; making less than the Minimum Rent Income Level (Annual Recertifications)</b>
<b>Year 1</b>	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 2</b>		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 3</b>		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 4</b>	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 5</b>		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 6</b>		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 7</b>	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 8</b>		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 9</b>		The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.
<b>Year 10</b>	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%.	The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%.

## **FY23 RHE Impact Analysis Activity 15** **Graduated Total Tenant Payment**

### **1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

#### ***Public Housing Program Impact***

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in three income bands: families below 50% AMI, families between 50% and 80% AMI, and families above 80% AMI.

#### ***PH Workable Families Below 50% AMI***

Approximately 66% or 51 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$277. A 5% increase in the TTP will result in an average increase of \$3 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$15 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$3. The estimated aggregate increase in tenant rent collected from workable families below 50% of the AMI over the 10-year period is \$373.

#### ***PH Workable Families Between 50% and 80% AMI***

Approximately 24% or 19 workable families have incomes between 50% and 80% of the AMI. The average monthly tenant rent for these families is \$900. A 5% increase in the TTP will result in an average increase of \$2 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$5 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$13. The estimated aggregate increase in tenant rent collected from workable families between 50% and 80% AMI over the 10-year period is \$1,478.

#### ***PH Workable Families Above 80% AMI***

Approximately 10% or 8 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,560. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$9 a month. In years 7 - 10, the average monthly tenant rent increase is estimated to be \$23. The estimated aggregate increase in tenant rent collected from workable families above 80% of the AMI over the 10-year period is \$2,562.

The overall combined projected increase in tenant rent collected from all workable families over the 10-year period is \$4,413.

#### ***Housing Choice Voucher Program Impact***

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in two income bands: families below 50% AMI and families above 80% AMI. There were not a significant number of families between 50% and 80% of the AMI; therefore, those few families were absorbed into the other income categories for this data analysis.

#### ***HCV Workable Families Below 50% AMI***

Approximately 74% or 57 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$313. A 5% increase in the TTP will result in an average increase of \$1 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$2 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$5. The estimated aggregate increase in tenant rent paid by workable families below 50% of the AMI over the 10-year period is \$514.

#### ***HCV Workable Families Above 80% AMI***

Approximately 26% or 20 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,392. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$7 a month. In years 7 -10, the average monthly tenant rent increase is estimated to be \$21. The estimated aggregate increase in tenant rent paid by workable families above 80% of the AMI over the 10-year period is \$2,286.

The overall combined projected increase in tenant rent paid by all workable families over the 10 year period is \$2,800. It is estimated the HAP costs will decrease by \$2,800.

### **2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

This waiver will have a minimal impact on a family's ability to afford their housing costs. The increase in tenant rent is minimal resulting in an annual increase of less than \$5 for the first 5 years.

- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**  
The waiver will not affect waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**  
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**  
This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**  
*MTW Statutory Goal - Cost Effectiveness*  
This waiver will increase the amount of available funds to support self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets by \$7,213 over a ten year period.  
  
*MTW Statutory Goal – Self Sufficiency*  
This waiver will create an environment that is comparable to that of market rate rentals, wherein tenants are subject to annual rent increases regardless of their income status.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**  
This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**  
RHE anticipates this waiver will increase the rate of hardship requests. The number of requests granted will likely increase as well.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**  
This waiver is based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

## RHE ACTIVITY 16

### Lump Sum & Sporadic Income Inclusion (Public Housing & HCV)

Core Question/Comment	Answer
<b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.	To further prepare RHE residents and participants for program graduation, RHE will now include lump sum and sporadic income for all household members in the rent calculation. Social security, military, and disability lump sum payments are excluded.
<b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?	Cost effectiveness Self-sufficiency
<b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.	Increase revenue Decrease expenditures
<b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?	The MTW activity applies only to a subset or subsets of assisted households
<b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?	New admissions and currently assisted households
<b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?	The MTW activity applies only to selected family types: <b>Non-elderly, non-disabled families</b>
<b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.  <b>For PH activities:</b> Does the MTW activity apply to all public housing developments?  <b>For HCV activities:</b> Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?	<b>For PH activities:</b> The MTW activity applies to all developments  <b>For HCV activities:</b> 1. The MTW activity applies to all tenant-based units 2. The MTW activity applies to all properties with project-based vouchers
Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?	No
Does this MTW activity require a hardship policy?	No
Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)	No
Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?	No
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?	N/A
Does the MTW activity require an impact analysis?	No
Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)	No
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.	N/A
Please provide an explanation as to why the activity was discontinued or will be discontinued.	N/A

1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH & HCV)	Input options and instructions
What inclusions or exclusions will be eliminated, modified, or added?	RHE will include lump sum and sporadic income for all household members in the rent calculation. Social security, military, and disability lump sum payments are excluded.

**RHE ACTIVITY 17**  
**Amend HAP Contract Language (HCV)**

Core Question/Comment	Answer
<p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>	<p>Line 7. Initial Housing Assistance Payment of the Housing Assistance Payment (HAP) contract states, “The HAP contract term commences on the first day of the initial lease term.” Certain circumstances, such as leasing in place, is causing landlords to create another lease, and they are becoming more resistant to this. This is causing extra time and paperwork for landlords, and unwarranted anxiety for RHE participants. Consequently, landlords are planning to terminate their relationship with the HCV program. In an effort to mitigate this issue as well as retain and attract qualified landlords, RHE is introducing an agency-specific waiver to amend the language in line 7. Initial Housing Assistance Payment of the HAP contract to state, “The HAP contract term commences on the first day of the initial lease term or on the first day the unit passes HQS inspection.”</p>
<p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>	<p>Housing choice</p>
<p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>	<p>Neutral</p>
<p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>	<p>The MTW activity applies to all assisted households</p>
<p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>	<p>New admissions and currently assisted households</p>
<p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>	<p>The MTW activity applies to all family types</p>
<p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p>	<p><b>For HCV activities:</b></p> <ol style="list-style-type: none"> <li>1. The MTW activity applies to all tenant-based units</li> <li>2. The MTW activity applies to all properties with project-based vouchers</li> </ol>
<p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>	<p>Yes</p>
<p>Does this MTW activity require a hardship policy?</p>	<p>Yes</p>
<p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>	<p>Yes</p> <ol style="list-style-type: none"> <li>1. Alternative Recertification Schedule</li> <li>2. Minimum Rent</li> <li>3. Stepped Rent Graduated Total Tenant Payment</li> <li>4. Term-Limited Assistance</li> </ol>
<p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>	<p>No</p>
<p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>	<p>N/A</p>
<p>Does the MTW activity require an impact analysis?</p>	<p>Yes</p>
<p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)</p>	<p>No</p>
<p>Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.</p>	<p>N/A</p>
<p>Please provide an explanation as to why the activity was discontinued or will be discontinued.</p>	<p>N/A</p>

Statue or Regulation Waived	24 CFR § 982.451(a)(2)
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**FY23 RHE Impact Analysis Activity 17**  
**Amend HAP Contract Language**

- 1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**  
Although this waiver is based on a modification to the HAP contract, it will not impact the agency's finances.
- 2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**  
This waiver will not impact the affordability of housing costs for affected families.
- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**  
The waiver will not affect the waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**  
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**  
This waiver will not affect the agency's current utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**  
*MTW Statutory Goal – Housing Choice*  
This waiver will assist in maintaining and even increasing the pool of qualified landlords in the HCV program; thereby increasing housing choices for RHE participants.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**  
This waiver will enable RHE to meet the statutory objective of Housing Choice.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**  
This waiver will not result in additional hardship requests.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**  
This waiver does not affect any protected class and is therefore not applicable.

<b>D.</b>	<b>Safe Harbor Waivers.</b>
<b>D.1</b>	<p><b>Safe Harbor Waivers seeking HUD Approval:</b>  The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency’s description of how the comments were considered, as a required attachment to the MTW Supplement.</p> <p>Will the MTW agency submit request for approval of a Safe Harbor Waiver this year?</p> <p><input checked="" type="checkbox"/> No</p>
<b>E.</b>	<b>Agency-Specific Waivers.</b>
<b>E.1</b>	<p><b>Agency-Specific Waivers for HUD Approval:</b>  The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I.</p> <p>In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable.</p> <p>For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency’s description of how the comments were considered, as a required attachment to the MTW Supplement.</p> <p>Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year?</p> <p><input checked="" type="checkbox"/> Yes</p>
<b>E.2</b>	<p><b>Agency-Specific Waiver(s) for which HUD Approval has been Received:</b>  For each previously approved Agency-Specific Waiver(s), a set of questions will populate.</p> <p>Does the MTW agency have any approved Agency-Specific Waivers?</p> <p><input checked="" type="checkbox"/> No.</p>

<b>F. Public Housing Operating Subsidy Grant Reporting.</b>				
<b>F.1</b> Please provide the public housing Operating Subsidy grant information in the table below for Operating Subsidy grants appropriated in each Federal Fiscal Year the PHA is designated an MTW PHA.				
<b>Federal Fiscal Year (FFY)</b>	<b>Total Operating Subsidy Authorized Amount</b>	<b>How Much PHA Disbursed by the 9/30 Reporting Period</b>	<b>Remaining Not Yet Disbursed</b>	<b>Deadline</b>
2021	\$673,465	\$673,465	\$0	9/30/2029
2022	\$601,089	\$264,187	\$333,902	9/30/2030
2023	\$	\$	\$	9/30/2031
<b>G. MTW Statutory Requirements.</b>				
<b>G.1 75% Very Low Income – Local, Non-Traditional.</b>				
HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW agency are very low-income for MTW public housing units and MTW HCVs through HUD systems. The MTW PHA must provide data for the actual families housed upon admission during the PHA’s most recently completed Fiscal Year for its Local, Non-Traditional program households.				

<b>Income Level</b>	<b>Number of Local, Non-Traditional Households Admitted in the Fiscal Year*</b>
<b>80%-50% Area Median Income</b>	<b>48</b>
<b>49%-30% Area Median Income</b>	<b>78</b>
<b>Below 30% Area Median Income</b>	<b>77</b>
<b>Total Local, Non-Traditional Households</b>	<b>203</b>

\*Local, non-traditional income data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

<b>G.2 Establishing Reasonable Rent Policy.</b>	
<b>Question</b>	<b>Input options and instructions</b>
Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?	<p>Yes. RHE is introducing a minimum rent requirement and stepped rent for workable families, eliminating Earned Income Disallowance, modifying income exclusions for full-time students, and increasing the initial rent burden of HCV participants through the FY22 MTW Supplement, which has been approved by HUD.</p> <p>Additional, RHE will include lump sums and sporadic income in the calculation of rent and offer term-limited assistance for workable families through the FY23 MTW Supplement. All waivers will be implemented at the beginning of the fiscal year</p>

	once the FY23 has been approved by HUD.
<b>G.3</b>	<b>Substantially the Same (STS) – Local, Non-Traditional.</b>
<b>Questions</b>	<b>Input options and instructions</b>
Please provide the total number of unit months that families were housed in a local, non-traditional rental subsidy for the prior full calendar year.	0 unit months
Please provide the total number of unit months that families were housed in a local, non-traditional housing development program for the prior full calendar year.	<b>2,436</b> unit months
How many units, developed under the local, non-traditional housing development activity, were available for occupancy during the prior full calendar year (by bedroom size)?	Please include only those units that serve households <b>at or below 80% of AMI</b> in the table provided. <b>203</b>

PROPERTY NAME/ADDRESS	0/1 BR	2 BR	3 BR	4 BR	5 BR	6+ BR	TOTAL UNITS	POPULATION TYPE*	# of Section 504 Accessible (Mobility)**	# of Section 504 Accessible (Hearing/Vision)	Was this Property Made Available for Initial Occupancy during the Prior Full Calendar Year?	What was the Total Amount of MTW Funds Invested into the Property?
RELP One LP – Scattered Sites	5	37	11	0	0	0	53	General	0	0	No	N/A
219 Jay Drive B Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
722 Garden View Way G, Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
229 CorkTree Ln. Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
343 Fallsgrove Apt. B, Rockville, MD 20850	0	1	0	0	0	0	1	General	0	0	No	N/A
Fireside Park Apts. 701 Monroe St. Rockville, MD 2050	57	78	11	0	0	0	146	General	0	0	No	N/A
	<b>62</b>	<b>119</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>203</b>		<b>0</b>	<b>0</b>		

<b>G.4</b>	<b>Comparable Mix (by Family Size) – Local, Non-Traditional.</b>
<p>In order to demonstrate that the MTW statutory requirement of “maintaining a comparable mix of families (by family size) are served, as would have been provided had the amounts not been used under the demonstration” is being achieved, the MTW agency will provide information for its most recently completed Fiscal Year in the following table.</p> <p>Local, non-traditional family size data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.</p>	

<b>Family Size:</b>	<b>Occupied Number of Local, Non-Traditional units by Household Size</b>
<b>1 Person</b>	<b>78</b>
<b>2 Person</b>	<b>68</b>
<b>3 Person</b>	<b>30</b>
<b>4 Person</b>	<b>20</b>
<b>5 Person</b>	<b>6</b>
<b>6+ Person</b>	<b>1</b>
<b>Totals</b>	<b>203</b>

<b>G.5</b>	<b>Housing Quality Standards.</b>	
	Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program. The public housing program is monitored through physical inspections performed by the Real Estate Assessment Center (REAC).	
<b>H.</b>	<b>Public Comments.</b>	
<b>H.1</b>		<b>Input options and instructions</b>
	Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.	
	Please attach a narrative describing the MTW agency’s analysis of the comments and any decisions made based on these comments.	
	If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?	<b>Yes</b>
	If yes, please attach the comments received along with the MTW agency’s description of how comments were considered.	
<b>I</b>	<b>Evaluations.</b>	
<b>I.1</b>	Please list any ongoing and completed evaluations of the MTW agency’s MTW policies, that the PHA is aware of, including the information requested in the table below. In the box “title and short description,” please write the title of the evaluation and a brief description of the focus of the evaluation.	
<b>Question</b>		<b>Input options and instructions</b>
	Does the PHA have an agency-sponsored evaluation?	<b>No</b>

**Table I.1 – Evaluations of MTW Policies**

<b>Title and short description</b>	<b>Evaluator name and contact information</b>	<b>Time period</b>	<b>Reports available</b>
<b>J</b>	<b>MTW Certifications of Compliance.</b>		
<b>J.1</b>	The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD. Certification is provided below.		

Rockville Housing Enterprises

**PUBLIC NOTICE**

MTW Supplement Annual Plan FY2023

Rockville Housing Enterprises (RHE) is providing a forty-five (45) day notice to residents and the public for RHE's proposed MTW Supplement Annual Plan FY2023.

Copies of the MTW Supplement Annual Plan FY 2023 can be viewed at RHE office exterior lobby located at 1300 Piccard Dr. Suite 203 Rockville, MD 20850 during the hours of 9:30 am and 4:00 pm. and on the RHE Website [www.rockvillehe.org](http://www.rockvillehe.org) starting August 15, 2022.

A public hearing will be held on the plan on Wednesday, October 5, 2022

Please email any written comments by 5:00 p.m. on October 19, 2022.

Please submit comments to:

[tdyson@rockvillehe.org](mailto:tdyson@rockvillehe.org)

**Rockville Housing Enterprises  
FY2023 Annual Plan MTW Supplement  
Public Comment Period**

**Additional Comments Received**

The following additional comments were received by RHE Board Members regarding the proposed MTW Supplement submission:

Commissioner Duffy: I don't agree with the term limits. The rents in Rockville are too high. Let revisit this at a later date.

Commissioner Marr: I agree with Commissioner Duffy. I don't like term limits.

Commissioner Kaplowitz: What about the families on the waiting list who never get served?

RHE Board decided not to move forward with implementing program term limits. This waiver will not be submitted.

**Rockville Housing Enterprises  
FY2023 Annual Plan MTW Supplement  
RHE Resident Advisory Board Meeting**

**Date:** September 20, 2022

**Via:** Zoom

**Attendees:**

Torlynn Dorsey

Evelyn Garcia

Aaliyah Suliaman

Janice Johnson

Bakisha Pringle

**There were no comments.**

## MTW CERTIFICATIONS OF COMPLIANCE

### ***U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF PUBLIC AND INDIAN HOUSING***

#### **Certifications of Compliance with Regulations: Board Resolution to Accompany the MTW Supplement to the Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairperson or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the MTW Supplement to the Annual PHA Plan for the MTW PHA Fiscal Year beginning (10/01/2022), hereinafter referred to as "the MTW Supplement", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the MTW Supplement and implementation thereof:

- (1) The PHA made the proposed MTW Supplement and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the MTW Supplement and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board(s) or tenant associations, as applicable) before approval of the MTW Supplement by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the annual MTW Supplement.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the MTW Supplement in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) all regulations implementing these authorities; and other applicable Federal, State, and local civil rights laws.
- (5) The MTW Supplement is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The MTW Supplement contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the MTW Supplement is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing, which means that it will: (i) take meaningful actions to further the goals identified by the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150-5.180 and 903.15; (ii) take no action that is materially inconsistent with its obligation to affirmatively further fair housing; and (iii) address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3) and 903.15(d). Note: Until the PHA is required to submit an AFH, and that AFH has been accepted by HUD, the PHA must follow the certification requirements of 24 CFR 903.7(o) in effect prior to August 17, 2015. Under these requirements, the PHA will be considered in compliance with the certification requirements of 24 CFR 903.7(o)(1)-(3) and 903.15(d) if it: (i) examines its programs or proposed programs; (ii) identifies any impediments to fair housing choice within those programs; (iii) addresses those impediments in a reasonable fashion in view of the resources available; (iv) works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and (v) maintains records reflecting these analyses and actions.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (9) In accordance with 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment.
- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (18) The MTW PHA will keep records in accordance with 2 CFR 200.333-200.337 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of housing quality standards as required in PIH Notice 2011-45, or successor notice, for any local, non-traditional program units. The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982, for any Housing Choice Voucher units under administration.
- (22) The MTW PHA will undertake only activities and programs covered by the Moving to Work Operations Notice in a manner consistent with its MTW Supplement and will utilize covered grant funds only for activities that are approvable under the Moving to Work Operations Notice and included in its MTW Supplement. MTW Waivers activities being implemented by the agency must fall within the safe harbors outlined in Appendix I of the Moving to Work Operations Notice and/or HUD approved Agency-Specific or Safe Harbor Waivers.
- (23) All attachments to the MTW Supplement have been and will continue to be available at all times and all locations that the MTW Supplement is available for public inspection. All required supporting documents have been made available for public inspection along with the MTW Supplement and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its MTW Supplement and will continue to be made available at least at the primary business office of the MTW PHA.

**Rockville Housing Enterprises**  
 \_\_\_\_\_  
**MTW PHA NAME**

**MD007**  
 \_\_\_\_\_  
**MTW PHA NUMBER/HA CODE**

*I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).*

**Dr. James Hedrick Ph.D.**  
 \_\_\_\_\_  
**NAME OF AUTHORIZED OFFICIAL**

**Chairman**  
 \_\_\_\_\_  
**TITLE**

*James Hedrick*  
 \_\_\_\_\_  
**SIGNATURE**

10/26/2022  
 \_\_\_\_\_  
**DATE**

\* *Must be signed by either the Chairperson or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chairperson or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

**RESOLUTION NO.: 2022-13**

**APPROVAL AND AUTHORIZATION TO SUBMIT THE ROCKVILLE HOUSING ENTERPRISES’  
FY2023 MOVING TO WORK SUPPLEMENT TO THE ANNUAL RHE PLAN  
COVERING THE PERIOD OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023,  
TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**WHEREAS**, Rockville Housing Enterprises’ (RHE) mission is to be an effective and innovative agency dedicated to enhancing opportunities for self-sufficiency and providing quality affordable housing for the citizens of the City of Rockville, and

**WHEREAS**, the Moving to Work (MTW) demonstration program supports Rockville Housing Enterprises’ mission and Rockville Housing Enterprises has been designated as a MTW agency, and

**WHEREAS**, Rockville Housing Enterprises has prepared its FY2023 MTW Supplement to the Annual RHE Plan covering the period October 1, 2022, through September 30, 2023, and

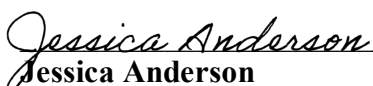
**WHEREAS**, the Rockville Housing Enterprises updated its Housing Choice Voucher Administrative Plan and Public Housing Admissions and Continued Occupancy Policy (ACOP) to reflect policy changes made in the FY2023 MTW Supplement, and

**WHEREAS**, the MTW Supplement, Administrative Plan, and ACOP were available for public comment for at least forty-five (45) days, and there were no less than fifteen (15) days between the public hearing and the approval of the MTW Supplement by the Board of Commissioners in order to incorporate any public comments into the MTW Supplement, and

**WHEREAS**, Rockville Housing Enterprises received twelve (12) public comments and three (3) public agency-specific waiver comments about the program design, and

**WHEREAS**, Rockville Housing Enterprises’ FY2023 MTW Supplement to the Annual RHE Plan is incorporated by reference into this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Rockville Housing Enterprises approves and authorizes the Executive Director to submit the Rockville Housing Enterprises’ FY2023 MTW Supplement to the Annual RHE Plan to the U. S. Department of Housing and Urban Development and authorizes the Executive Director to execute all necessary agreements and to make changes that are not substantial.

  
\_\_\_\_\_  
**Jessica Anderson**  
**Executive Director**

  
\_\_\_\_\_  
**Dr. James Hedrick Ph.D.**  
**Chairman**

**October 26, 2022**  
**DATE**

**APPENDIX A – MTW Activity Organizer**

## FY23 RHE MTW Supplement Activity Organizer

RHE Activity #	MTW Waiver	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
<b>1. Tenant Rent Policies</b>						
15	c. & d. Stepped Rent - Graduated Total Tenant Payment (PH & HCV)	X	X	X	X	X
4	e. f. Minimum Rent (PH & HCV)	X	X	X	X	X
5	o. Initial Rent Burden (HCV)	X	X	X	X	
3	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Exclude EID</i>	X	X			
6	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Exclude specific income for full-time students</i>	X	X			
16	v. & w. Alternative Income Inclusions/Exclusions (PH & HCV) <i>Include lump sums and sporadic income</i>	X	X			
<b>2. Payment Standards and Rent Reasonableness</b>						
7	d. Rent Reasonableness - Third-Party Requirement (HCV)	X	X			
<b>3. Reexaminations</b>						
1	a. & b. Alternative Reexamination Schedule for Households (PH & HCV)	X	X	X	X	X
2	c. & d. Self-Certification of Assets (PH & HCV)	X	X	X		
<b>5. Housing Quality Standards (HQS)</b>						
8	c. Third-Party Requirement (HCV)	X	X			
<b>9. Project-Based Voucher Program Flexibilities</b>						
9	a. Increase PBV Program Cap (HCV)	X	X	X		
10	b. Increase PBV Project Cap (HCV)	X		X		
11	c. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)	X				
12	f. Increase PBV HAP Contract Length (HCV)	X		X		
13	h. Limit Portability for PBV Units (HCV)	X				
<b>17. Local, Non-Traditional Activities</b>						
14	c. Housing Development Programs	X	X	X		

## FY23 RHE Agency Specific Waiver

RHE Activity #	Agency Specific Waiver	Core Questions	Custom Questions	Safe Harbor	Impact Analysis	Hardship Policy
17	Amend HAP Contract Language – HCV	X			X	X

**APPENDIX B – Hardship Policy**

## **ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY**

RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

### **Applicable Family Situations**

Qualifying hardships include the following:

1. The family has experienced a decrease in income because of changed circumstances including,
  - a. Involuntary loss or reduction of employment
  - b. Death in the family
  - c. Involuntary reduction in or loss of earnings or other assistance
2. The family has experienced an increase in expenses because of changed circumstances, for
  - a. Medical costs that exceed 25% or more of the family's current expense
  - b. Childcare costs that exceed 25% or more of the family's current expense
  - c. Involuntary loss of transportation, such as a serious car accident
  - d. Education
  - e. Similar items
  - f. Such other situations and factors determined by RHE to be appropriate.

### **Process for Agency Review and Determination**

When a client requests a hardship exemption from an MTW activity RHE will take the following actions:

1. Suspend the MTW activity beginning the next month after the request until the agency has determined if the request is warranted.
2. Determine whether a hardship exists within a reasonable time after the family request and whether it is temporary or long term.
3. RHE will not evict the family during the 90-day period beginning the month following the family's request for a hardship exemption.
4. If it is determined that a financial or other hardship exists and is **TEMPORARY**, RHE will continue providing an exemption from the MTW activity at a reasonable level for up to 90 days. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement, on terms and conditions established by RHE for the amount of back rent owed by the family.
5. If it is determined that a financial or other hardship exists and is **LONG-TERM**, RHE will continue providing an exemption from the MTW activity at a reasonable level for a specified duration determined by RHE. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement on terms and conditions established by RHE for the amount of back rent owed by the family.
6. If it is determined that a financial or other hardship request did not meet hardship standards, the client must resume the MTW activity and collect any retroactive rent, if applicable, through a reasonable repayment agreement.

### **Resident Notification**

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

### **Grievance Procedure**

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

### **Reasonable Accommodations**

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE's Reasonable Accommodations Policy and procedures.

### **Record Keeping**

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE's principal office during normal business hours and supplied to HUD if requested.

**APPENDIX C – Modified Escrow Saving Schedule**

## Modified Escrow Saving Schedule

Education and Training Completion of:	Frequency	Incentive
Training/Certificate Program	one-time	\$300
GED	one-time	\$400
Associates Degree	one-time	\$500
Bachelor's Degree	one-time	\$800
Master's Degree	one-time	\$1000

Employment:	Frequency	Incentive
Obtain new employment	one-time	\$250
Employment retention for 12 months	One-time per year	\$500

Participation:	Frequency	Incentive
Annual face to face progress meetings	one-time per year	\$250
Successful completion of the program	one-time	\$1000

Financial Literacy:	Frequency	Incentive
Financial Coaching/Classes	one-time per year	\$250
Improve credit score	one-time	varies
Open and maintain checking and savings	one-time	\$200
Increase savings goals by at least \$500	one-time	varies

Homeownership/Unsubsidized:	Frequency	Incentive
First Time Homeownership Class	one-time	\$250
Work with Homeownership Coordinator	one-time	\$250
Purchase Home	one-time	\$2500
Transition off of subsidy	one-time	\$1500

RHE will apply the escrow credits at the time of completion for the following completions:
Completion of training/certificate program;
Completion of GED
Completion of Associates, Bachelors, or Master's Degree;
Obtaining new employment

Escrow pay points is double the amount of the number of points for credit increase in 50 points intervals. 25-point increase = \$25, 50-point increase = \$50, 75-point increase = \$75.
Employment retention for 12 consecutive months;
Attend all required face to face progress meetings;
Participate in financial literacy classes; and/or
Purchase home or transition off of subsidy

**RHE will apply escrow credits upon successful completion of the program for the following escrow pay points:**

Successful completion of the FSS program;

Improve credit score;

Open and maintain a checking and savings account;

Increase personal savings by at least \$50;

Participate in homeownership preparation activities; and

Transition off of subsidy.

Escrow pay points maybe applied retroactively, with the exception of those escrow pay points that are only applied upon successful completion of the program. For example: if a participant earns an bachelors degree in June, but does not have an annual face to face progress report meeting and supply the supporting documentation of completion of the goal until later in the year, the escrow accrual pay point may still be applied to the account. However, the interest on the account will not be applied retroactively.

The following chart shows the escrow pay point and verification of supporting documentation needed in order to apply the escrow credit.

Category	Goal	Amount	Frequency	Supporting Documentation
Education/ Training	Completion of training/certificate/certification program	\$300	One-time	Certificate, certification or transcript
Education/ Training	GED	\$400	One-time	Diploma or transcript
Education/ Training	Associates	\$500	One-time	Diploma or transcript
Education/ Training	Bachelors	\$800	One-time	Diploma or transcript
Education/ Training	Masters	\$1000	One-time	Diploma or transcript
Employment	Obtain New Employment	\$250	One-time	One or more of the following: --RHE Employment verification form. -Employer offer letter on company letter head
Employment	Employment Retention for 12 months	\$500	One-per year	One or more of the following: --RHE Employment verification form. -Employer offer letter on company letter head. -Self-employment tax forms
Participation	Completion of annual face to face progress meeting	\$250	One-time per year	RHE one-on-one meeting verification.
Participation	Successful completion of the FSS program	\$1000	One-time	Graduation Certificate
Financial Literacy	Participate in financial classes, coaching, and education	\$250	One-time per year	One or more of the following: -Certificate of completion -Coaching session verification

Category	Goal	Amount	Frequency	Supporting Documentation
Financial Literacy	Improve credit score	varies	One-time	Initial credit report and follow up credit report from the same 12 interval period and follow up 90 days before graduation
Financial Literacy	Open and maintain checking and savings accounts	\$200	One-time	Bank statements
Financial Literacy	Increase personal savings by \$500	varies	One-time	Bank statement
Homeownership/ Unsubsidized	First time homeownership class	\$250	One-time	Certification of completion
Homeownership/ Unsubsidized	Work with Homeownership Coordinator	\$250	One-time	Verification from Homeownership coordinator
Homeownership/ Unsubsidized	Purchase Home	\$2500	One-time	Closing Disclosure Settlement statement
Homeownership/ Unsubsidized	Transition off of subsidy	\$1500	One-time	\$0 HAP or EOP

**Transition current participants/successfully completing program 2021**

Participants successfully completing the FSS program in 2021 will remain on the current FSS program model and upon completion will receive escrow payout based on the calculations of the current model.

**Transition current participants continuing in the FSS program after 2021 and beyond**

Participants will transition to the new escrow schedule pay point model for the remainder of their contract.

Participants that accrued savings through December 2020, will remain in their accounts and upon successful completion of the program will be paid out in combination with the escrow savings accrual under the new model.

Participants that have not accrued through December 2020, will accrue a savings based on the new model for the remainder of their contract.

**Transition New FSS participants**

All new participants will accrue escrow through the new savings model.

All current participants will be required to sign an amendment to their current contract outlining how the new FSS escrow savings model