

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

ADMINISTRATIVE PLAN FOR THE SECTION 8 PROGRAM

JULY 1 2024



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SECTION 8 ADMINISTRATIVE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and KCDC policy. The Plan covers both admission and continued occupancy for KCDC's Section 8 Programs. KCDC is presently authorized to provide Section 8 Rental Assistance in Knoxville, Tennessee.

1. Equal Opportunity

1.1 Fair Housing/Nondiscrimination

It is the policy of Knoxville's Community Development Corporation (KCDC) to comply fully with all federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

KCDC will administer the Section 8 Rental Assistance Programs in accordance with the nondiscrimination and fair housing requirements set forth in 24 CFR, part 5, including the prohibition on inquiries regarding sexual orientation or gender identity set forth in 24 CFR, 5.105(a) (2) and the affirmative fair housing marketing requirements in 24 CFR, part 200, subpart M and 24 CFR part 1.

No person shall, on the grounds of creed, race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under KCDC's Section 8 Rental Assistance Programs. Accommodations in the application process will be made for individuals who have a disability. Accessibility for the hearing impaired is provided by the Tennessee Relay System.

To further its commitment to full compliance with applicable civil rights laws, KCDC will provide federal/state/local information to applicants for, and participants in, the Section 8 Rental Assistance Programs regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing information and Discrimination Complaint Forms will be made available at the KCDC office. In addition, all appropriate written information and advertisements will contain the applicable Equal Opportunity language and logo.

1.2 Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of KCDC's housing programs and related services. According to Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons if a 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 verifies the disability and if the request has a direct relationship to the disability, unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program, activity or undue financial and administrative burdens. Persons requesting a reasonable accommodation may make a reasonable accommodation request in any format so long as the participant or applicant makes clear that he/she is requesting an exception, change, or adjustment to a rule, policy, practice or service because of his/her disability. The Fair Housing Act does not require that a request be made in a particular manner or at a particular time. Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the participant and KCDC if the request is made in writing. KCDC will give appropriate consideration to a reasonable accommodation request even if the requester makes the request orally or does not use KCDC's preferred forms or procedures for making such request. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, the accommodation would make the unit accessible and usable by the person with a disability. Because disabilities are not always apparent, KCDC will inform applicants/residents of the opportunity to request a reasonable accommodation.

The applicant or participant will make their request to the Section 8 office. The Section 8 office will send the request to the KCDC ADA Coordinator for processing. The ADA Coordinator will forward the request to the 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. Once the request has been returned to KCDC, the Coordinator will notify the participant/applicant in writing and allow an opportunity to dispute (if applicable) the decision within ten (10) days from the date of the denial letter.

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

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

1.3 Services For Non-English Speaking Applicants And Participants

KCDC will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking or limited English proficient (LEP) persons. In determining whether it is feasible to provide translation of documents written in English into other languages, the HA will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who do not speak English (or LEP persons) and speak the other language and the estimated cost to the HA per client. The HA will refer to census data to determine the number or percentage of the population eligible to be serviced for each limited English proficiency (LEP) language group.

1.4 Family/Owner Outreach

KCDC will publicize the availability and nature of the Section 8 Housing Choice Voucher Program for extremely low-income, very low, and low-income families in the local newspaper, minority media, and by other suitable means. Written announcements of program availability, along with housing eligibility factors and guidelines, will be sent to social service providers and other agencies in the community so proper referral of their clients can be made to the program. KCDC will also try to utilize public service announcements.

To deconcentrate poverty and expand housing and economic opportunities KCDC will encourage families to seek housing outside the areas of low income and minority concentration. Maps are included in the Briefing Packet that show areas with housing opportunities outside areas of low income and minority concentration within KCDC's jurisdiction and neighboring jurisdictions. The areas that have Low Income census tracts and Minority concentration census tracts are: 8, 14, 17, 19, 20, 21, 29, 32, 67, 68, 69, and 70. All other census tracts are areas outside minority and low income concentration.

Outreach in the community for property owners participating in the Section 8 Housing Choice Voucher Program will be achieved through brochures, news media, group meetings, and personal contact. An "Interested Owners" information packet compiled by KCDC is available to prospective owners. Emphasis will be placed on securing owners with properties outside areas of low income and minority concentration or racial concentration. The information packet will:

- A. Explain the program;
- B. Explain how the program benefits owners; and
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways KCDC helps owners screen more effectively.

To help Section 8 participants find accessible units, KCDC will provide an Internet Web Based Program and toll free telephone number that provides a list of available properties or other properties including other subsidized housing known to KCDC that may be available to lease to the family or who may help the family find a unit. The information regarding the Internet Web Based Program or toll free phone number is provided at Section 8 briefings and available in the lobby of the Section 8 department. Units that are handicapped accessible are indicated as such on the Internet Web Based resource list. If a tenant or prospective tenant cannot locate a unit using the Internet Web Based list provided or need help finding a unit that is handicapped accessible, they will be referred to other community agencies.

1.5 Right To Privacy

All adult members of both applicant and participant households are required to sign HUD form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Any request for applicant or participant information will be released unless there is a signed release of information request from the applicant or participant. Failure to sign the 9886 HUD form by applicant or participant will result in termination of assistance or denial of admission.

1.6 Required Postings

KCDC will post in the Section 8 Office in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan (located at Receptionist desk)
- B. Notice of the status of the waiting list (open or closed)
- C. Address of all KCDC offices, office hours, and telephone numbers
- D. Income Limits for Admission

- E. Informal Review and Informal Hearing Procedures (in Administrative Plan)
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

2. KCDC/Owner Responsibility/Obligation Of The Family

This Section outlines the responsibilities and obligations of KCDC, the Section 8 Owners/Landlords, and the participating families. Also, the responsibilities and obligations of the Owners/Landlords and participating families are in the briefing packet.

2.1 KCDC Responsibilities

- A. KCDC will comply with the consolidated ACC, the KCDC Section 8 Program Administrative Plan, HUD regulations and other requirements.
- B. In administrating the program, KCDC will:
 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 2. Explain the program to owners and families;
 3. Seek expanded opportunities for assisted families to locate housing outside areas of low income and minority concentration;
 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of low income and minority concentration. KCDC will provide maps that show various areas and information about facilities and services outside areas of low income and minority concentration within KCDC jurisdiction and in other neighboring jurisdictions. These will be distributed during family briefings. KCDC will make available an Internet Web Based Program that provides lists with owner names who accept rental assistance in non-concentrated areas. A toll free telephone number will also be provided. KCDC will also distribute a list of neighboring housing agencies with names, addresses, and phone numbers;
 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 6. Make efforts to help persons with disabilities find satisfactory housing;
 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher (if applicable) 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 according to 24 CFR Part 5;
 10. Review the family's Request for Tenancy Approval and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy. A unit must be available for inspection within thirty (30) days from the date of submitted Request for Tenancy Approval. Once inspected, the unit must pass inspection within thirty (30) days;
 12. Determine the amount of the housing assistance payment for a family;
 13. Determine the maximum rent to the owner and whether the rent is reasonable;
 14. Make timely housing assistance payments to an owner according to 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. Adjust KCDC utility allowances annually when applicable.
 17. Administer and enforce the Housing Assistance Payments Contract with an owner, including taking appropriate action as determined by KCDC, if the owner defaults;
 18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain KCDC decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain KCDC decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audit;
22. Administer the mandatory FSS program.

2.2 Owner Responsibilities

This Section states the obligations of an owner participating in the program.

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a tenant/family to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 2. Maintaining the unit according to HQS or NSPIRE if applicable, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Providing information regarding direct deposit to bank; warranty deed or tax notice; Tax Identification Number or Social Security Number.
 5. Preparing and furnishing to KCDC information require under the HAP contract.
 6. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant's contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 7. Enforcing tenant obligations under the lease.
 8. Paying for utilities and services (unless paid by the family under the lease).
 9. Providing property tax information to KCDC for unit to be leased. An owner cannot owe on property taxes, fine or assessments. A one year grace period will be permitted. (Example: owner may owe on current taxes but not over one year in delinquent taxes).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying KCDC sixty (60) days prior to any rent increase. Only one increase per year will be permitted. KCDC reserves the right to only allow an increase of 5% if there is insufficient funding at time of increase request. Insufficient funding is determined when all of the Housing Choice Voucher budget authority has been depleted as well as any HAP reserves for housing assistance payments. If there is sufficient funding at the time the owner request an annual rent increase, a rent increase of up to 20% of the contract rent may be considered.
- E. The owner is responsible for notifying KCDC simultaneous with tenant notification when an eviction, non-renewal of lease or foreclosure occurs.

2.3 Obligations Of The Participant

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

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

2. The family must supply any information requested by KCDC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition according to HUD requirements.
3. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

B. HQS or NSPIRE if applicable, breach caused by the Family:

The family is responsible for any HQS or NSPIRE if applicable, breach caused by the family or its guests.

C. Allowing KCDC inspection:

The family must allow KCDC to inspect the unit at reasonable times and after at least two (2) days notice. If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. KCDC reserves the right to charge a missed appointment fee. If the family calls to dispute the termination, one more chance will be given and the family will be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance.

D. Violation of Lease:

A family who causes \$500 in damages to a unit or commits serious or repeated violations of the lease may be terminated from KCDC's Section 8 Housing Choice Voucher Program(s) and may be ineligible for KCDC assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or eviction for serious or repeated violations of a lease to establish eligibility for KCDC assisted housing.

The proof of the \$500 damages will be derived from court documentation provided by the property owner. The damage documentation must be provided within 30 days of move-out. During court negotiations, the family's assistance may not be terminated. After the final outcome is determined and it is determined the family owes more than \$500 in damages, the family assistance may be terminated.

If the family receives an agreement through the court procedure to repay the owner for damages, the family assistance may not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation within 30 days the assistance may be terminated at that time. If there are no court negotiations necessary to determine damages and the family and owner negotiate a repay agreement, the family assistance may not be terminated; however, if the family defaults and the owner can provide documentation of default, the family assistance may terminate at that time.

A family who is evicted through court procedures for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family who is evicted through court procedures receives an agreement through court procedures to repay the owner for rent, or the court procedure is dismissed, the family assistance may not be terminated through KCDC. If the family defaults on the repay agreement through the courts and the owner provides documentation within 30 days of the default, the assistance may be terminated at that time. The family may be ineligible for three years, to establish eligibility for KCDC assisted housing; the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease. Per HUD regulations, all housing terminations and debts owed will be added in the Debts Owed and Termination section of Enterprise Income Verification (EIV) system.

At each leasing and recertification each year, families will be asked to sign a statement of understanding regarding damages, non-payment of rent, and other serious or repeated violations of the lease.

E. Family Notice of Move or Lease Termination:

The family must notify KCDC and the owner before the family moves out of the unit or terminates the lease by a notice to the owner. When KCDC receives a 30-day notice, if the notice was received on the first day of the month the notice will end the last day of that month. If the notice is signed after the first day of the month the notice will end the last day of the next month.

F. Owner Eviction Notice

The family must promptly give KCDC a copy of any owner eviction notice they receive. Owner must provide a Police report for a three day eviction notice.

G. Use and Occupancy of the Unit:

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. KCDC must approve the composition of the assisted family residing in the unit. The family must promptly inform KCDC of the birth, adoption or court-awarded custody of a child. The family must request approval from KCDC to add any other family member (family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship) as an occupant of the unit. No other person except members of the assisted family, foster child/foster adult, or live-in aide (if approved by KCDC) may reside in the unit.
3. The family must promptly notify KCDC if any family member no longer resides in the unit.
4. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must have approval of the owner, comply with zoning requirements, and the affected household member must obtain all appropriate licenses.
5. The family must not sublease the unit.
6. The family must not assign the lease or transfer the unit.

H. Absence from the Unit:

The family must supply any information or certification requested by KCDC to verify that the family is living in the unit, or relating to family absence from the unit, including any KCDC requested information or certification on the purposes of family absences. The family must cooperate with KCDC for this purpose. The family must promptly notify KCDC of its absence from the unit for more than seven (7) days.

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

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by KCDC
4. Military personnel being deployed

I. Interest in the Unit:

The family may not own nor have any interests in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violations:

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

K. Crime by Family Members:

The members of the family may not engage in drug-related or violent criminal activity.

L. Other Housing Assistance:

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

3. Project-Based Voucher Program

This Section outlines KCDC's policies for administration of its Project-Based Voucher (PBV) Program. In the PBV Program, rental assistance is paid by KCDC for families who live in specific rental units, subject to compliance with the PBV Program.

KCDC may project base up to 20 percent of its authorized voucher units. An additional 10 percent may be project based if units are serving homeless, veterans, (A veteran is defined as a person who served in the active military, naval, or air service and who was discharged or released therefrom under conditions other than dishonorable), provide supportive housing for elderly or disabled or located in areas where vouchers are difficult to use. An area where a voucher is difficult to use is described as:

- A. A zip code area where the rental vacancy rate is less than 4 percent; or
- B. A zip code area where 90 percent of the Small Area FMR is more than 110 percent of the metropolitan area FMR. A veteran is defined as a person who served in the active military, naval, or air service and who was discharged or released therefrom under conditions other than dishonorable.

3.1 Submission And Selection Of PBV Proposals

- A. KCDC selects PBV proposals for project basing vouchers that promote and enhance the development and /or maintenance of an adequate supply of safe, decent and affordable housing that assure, where applicable, that persons who are chronically homeless (as defined in the Knoxville/Knox County Ten year plan to End Chronic Homelessness) with supportive service needs have access to appropriate services and accessible housing options, consistent with HUD's site selection regulations. KCDC may utilize Project Based Vouchers if the appropriate opportunity should arise, to include selecting PBV proposals for project basing vouchers not connected with chronically homeless. KCDC may utilize Project Based Vouchers if it so chooses for units that it owns, controls or manages.
- B. KCDC will select PBV proposals in accordance with 24 CFR Section 983.51 pursuant to one or both of the following methods.
 - 1. KCDC may request PBV proposals as provided in 24 CFR Section 983.51(b) (1). This selection method will not limit the proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites. In the event KCDC uses this method to select PBV proposals, KCDC may include posting on KCDC's website at www.KCDC.org, newspaper publication, dissemination of program guides, and other means of notice, and will provide detailed application and selection information upon request.
 - 2. KCDC may request PBV proposals as provided in 24 CFR Section 983.51(b) (2). This selection method is limited to proposals for housing assisted under a federal, state or local governmental housing assistance program that funds proposals based on competitive selection requirements. In the event KCDC uses this method to select PBV proposals, the selected proposal must have received competitive funding within three years of the PBV proposal selection date and the earlier competitive selection did not involve any consideration that the projects would receive PBV assistance.

KCDC will not enter into an Agreement to Enter Into a HAP Contract or a HAP contract for any new or rehabbed housing until HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy requirements. A subsidy layering review is not required for Existing Housing. An environmental review must be conducted before any New, Rehabbed or Existing Housing will be approved for project based vouchers. Existing housing is exempt only if the project has previously received federal assistance and has undergone a federal environmental review under the applicable federal program. The owner must provide KCDC with a certification that the project has not received and will not receive (before or during the term of the HAP contract), any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review.

- C. KCDC will follow regulations at 24CFR 983.57 for Site Selection Standards for Existing, Rehabilitation and New Construction PBV units.
- D. Types of Project -Based Voucher Housing :
 - 1. New Construction: Housing Units that do not exist on the proposal selection date and are developed after the date of selection for use under the PBV program.
 - 2. Rehabilitated Housing: Housing units that exist on the proposal selection date, but do not substantially comply with the HQS on that date, and are developed for use under the PBV program.
 - 3. Existing housing: Housing in which all the proposed PBV units either fully comply or substantially comply with the HQS or NSPIRE if applicable, on the proposal selection date. (The units must comply with the initial pre-HAP inspection requirements in accordance with § 983.103(b) and (c) before execution of the HAP contract.) A unit

substantially complies with the HQS or NSPIRE if applicable, if it has HQS or NSPIRE if applicable, deficiencies that require only minor repairs to correct (repairs that are minor in nature and could reasonably be expected to be completed within 48 hours of notification of the deficiency.) To qualify as existing housing, the project is ready to be placed under HAP contract with minimal delay - after the unit inspections are complete, all proposed PBV units not meeting HQS or NSPIRE if applicable, can be brought into compliance to allow PBV HAP contract execution within 48 hours.

3.2 Cap On Number Of PBV Units In Each Building

- A. In accordance with 24 CFR Section 983.54 the project cap is the greater of 25 units or 25 percent of units (assisted or unassisted) in the project. This means that a project with 25 or fewer units may be fully assisted with project-based vouchers, provided all other requirements are met.
- B. KCDC may provide PBV assistance to the greater of 25 units or 40 percent of the number of dwelling units (assisted or unassisted) in the project if:
 - 1. The project is located in a census tract with a poverty rate of 20 percent or less, as determined by HUD, or
 - 2. The project is located in an area where vouchers are difficult to use (see page 13 for description).

3.3 Set-Aside Of Excepted Units For Qualifying Families

A. Qualifying Families:

KCDC May set aside one or more excepted units in buildings receiving PBV assistance for occupancy by qualifying families. A qualifying family may be an Elderly Family, or a Disabled Family, Disabled is no longer a qualified exception for purposes of Excepted unit qualifications. (for projects before 10-30-2017) or a family receiving Qualifying Supportive Services. For Excepted units in a PBV contract signed after 10-30-2017, the project must make supportive services available to all assisted families in the project and the family must be eligible for one or more of the services. The family may, but is not required to participate in the services.

B. Supportive Service Requirements:

- 1. In the event KCDC sets aside one or more excepted units in a qualifying building receiving PBV assistance for occupancy by a Qualifying Family, KCDC will require that services targeted to the needs of the Qualifying Family be provided on a regular basis by qualified providers. At least one qualified case manager must be located onsite or partner with a social service organization to provide at least twenty (20) hours per week of dedicated on-site case management services to residents. A qualified provider must be available to respond to emergency supportive services needs twenty-four hours per day, seven days per week. This requirement can be met through a partnership with another organization. For PBV contracts signed after 10-30-2017, the supportive services do not need to be provided by the owner or on-site, but the services must be reasonably available to the families receiving PBV assistance in the project and designed to help the families in the project achieve self-sufficiency or live in the community as independently as possible.
- 2. If a family occupying an excepted unit set aside for Qualifying Families no longer meets the definition of Qualifying Family, KCDC will terminate rental assistance for the family, including all remaining family members, and the family will be required to vacate the excepted unit within the time established by KCDC. For PBV contracts signed after 10-30-2017 a tenant will not be terminated when they no longer qualify for the excepted unit, the unit will be removed from the PBV contract and the family will receive a tenant based voucher. Once the family has moved, the PBV unit will be added back to the contract for a new family that qualifies for supportive services.

C. Other Units Excepted from the Program Cap and Project Cap:

For HAP Contracts entered into on or after April 18, 2017, KCDC may commit project -based assistance to units that meet the requirement for exclusion without the units counting against the program cap or project cap. Units covered by a PBV HAP contract will not count toward the project cap or program cap:

- 1. Requirement for exclusion of existing or rehabilitated units.

Such units must, in the 5 years prior to the request for proposals (RFP) or selection without competition or selection based on a prior competition, fall into one of the following categories:

- a. The units have received one of the following forms of HUD assistance:
 - i. Public Housing Capital or Operating Funds (section 9 of the 1937 Act).

- ii. Project-Based Rental Assistance (section 8 of the 1937 Act). Project-based rental assistance under section 8 includes the section 8 moderate rehabilitation program, including the single-room occupancy (SRO) program.
 - iii. Housing For the Elderly (section 202 of the Housing Act of 1959).
 - iv. Housing for Persons With Disabilities (section 811 of the Cranston-Gonzalez National Affordable Housing Act).
 - v. The Rent Supplement (Rent Supp) program (section 101 of the Housing and Urban Development Act of 1965).
 - vi. Rental Assistance Program (RAP) (section 236(f)(2) of the National Housing Act).
 - vii. Flexible Subsidy Program (section 201 of the Housing and Community Development Amendments Act of 1978).
- b. The units have been subject to a federally required rent restriction under one of the following programs:
- i. The Low Income Housing Tax Credit program (26 U.S.C. 42)
 - ii. Section 515 Rural Rental Housing Loans (42 U.S.C. 1485)
 - iii. The following HUD programs: (A) Section 236. (B) Section 221(d)(3) or (d)(4) Below Market Interest Rate.
 - iv. Housing For the Elderly (section 202 of the Housing Act of 1959).
 - v. Housing for Persons With Disabilities (section 811 of the Cranston-Gonzalez National Affordable Housing Act).
 - vi. Flexible Subsidy Program (section 201 of the Housing and Community Development Amendments Act of 1978).
2. Other Excluded Units.

PBV units pursuant to a conversion of public housing assistance under HUD's Rental Assistance Demonstration (RAD) program and HUD-VASH awarded vouchers specifically designated by HUD for project-based assistance are excluded from the PBV program and project caps.

3. Replacement/Newly constructed Units

Newly constructed units developed under the PBV program may be excluded from the program cap and project cap provided the primary purpose of the newly constructed units is or was to replace units that meet the criteria of paragraph (1) or (2) of this section. The newly constructed unit must be located on the same site as the unit it is replacing; however, an expansion of or modification to the prior project's site boundaries as a result of the design of new construction project is acceptable as long as a majority of the replacement units are built back on the site of the original public housing development and any replacement units that are not located on the existing site are part of a project that shares a common border with, are across a public right of way from, or touch that site. In addition, in order for the replacement units to be excluded from the program and project caps, one of the following must be true:

- i. Former residents of the original project must be provided with a selection preference that provides the residents with the right of first occupancy at the PBV new construction project when it is ready for occupancy.
- ii. Prior to the demolition of the original project, the PBV new construction project must have been identified as replacement housing for that original project as part of a documented plan for the redevelopment of the site.

4. Unit size configuration and number of units for new construction and rehabilitation projects:

The unit size configuration of the PBV new construction or rehabilitation project may differ from the unit size configuration of the original project that the PBV units are replacing. In addition, the total number of PBV-assisted units may differ from the number of units in the original project. However, only the total number of units in the original project are excepted from the program limitation and the project cap. Units that exceed the total number of covered units in the original project are subject to the program limitation and the project cap.

3.4 Qualifying Supportive Services

A. In the event KCDC sets aside one or more excepted units in a building receiving PBV assistance for occupancy by families receiving Qualifying Supportive Services, at least one member of the family must receive at least one of the following Qualifying Supportive Services as agreed to in the family responsibility statement (Section 3, 3.4 B). KCDC will not require a Qualifying Family to participate in medical or disability-related services, other than drug and alcohol treatment in the case of current abusers, although the following services must be offered:

- 1. Case management services
- 2. Mental health services
- 3. Medical and Dental care
- 4. Substance abuse counseling and treatment

5. Household management training, such as housekeeping skills and money management
6. Job training and employment services, such as preparation and counseling, training, job development and placement, follow-up assistance after job placement
7. Education or vocational services, such as literacy courses, vocational training courses to complete secondary or post-secondary school
8. Services pursuant to KCDC's Family Self-Sufficiency Program established and administered pursuant to 24 CFR Part 984.

B. Statement of Family Responsibility

At the time of initial lease execution, a family receiving Qualifying Supportive Services will be required to enter into a statement of family responsibility or other appropriate agreement with KCDC and the supportive service provider. The agreement must establish a minimum period of time of not less than one year in which the family is required to participate in one or more Qualifying Supportive Services and achieve certain goals specified in the agreement.

1. Monitoring:

KCDC will monitor a family's continued receipt of Qualifying Supportive Services on an annual basis. Such monitoring may include agreements with owners and/or service providers that include record keeping and reporting obligations, personal interviews with owners and/or service providers and members of families receiving Qualifying Supportive Services, or other appropriate means of monitoring.

2. Completion of Services Obligation:

If a family receiving Qualifying Supportive Services fails, without good cause, to complete its supportive services obligation, KCDC will terminate rental assistance for the family and the family will be required to vacate the unit within the time established by KCDC and the owner may terminate the family's lease. The unit will continue to count as an excepted unit provided the owner rents the unit to a Qualifying Family. For PBV contracts signed after 10-30-2017 a tenant will not be terminated when they no longer qualify for the excepted unit, the unit will be removed from the PBV contract and the family will receive a tenant based voucher. Once the family has moved, the PBV unit will be added back to the contract for a new family that qualifies for supportive services.

3.5 Waiting List

A. Maintenance of Waiting List:

A waiting list for occupancy of a unit assisted under the PBV Program will be maintained for projects receiving PBV assistance. An applicant may choose to be simultaneously listed on the PBV waiting list as well as the KCDC tenant-based waiting list if eligible. Section 4 and 5 of this Administrative Plan also applies to managing the waiting list. KCDC is not required to notify each family on the tenant based waiting list by individual notice. KCDC can notify the applicants by the same means they use when opening its regular waiting list under 24CFR982.206 (a) such as advertising through local or minority newspapers and the internet, local postings at post offices, libraries, community centers and outreach to social service agencies that may serve the same clientele that will be occupying the PBV unit. NOTE: Anyone who's application for Project Based Vouchers is more than 3 years past the original application date will be removed from the PBV waiting list.

B. Selection of Applicants from Waiting List:

Anyone wishing to apply for a KCDC Section 8 Project Based Voucher is required to complete an application at the Section 8 Office Monday – Friday 8:00 a.m. – 12:00 p.m. or obtain an application by mail or email. The family will be required to update their information with KCDC by providing information regarding household members including name, address, telephone numbers, social security numbers, picture identification for all adult members, birth certificates, racial or ethnic designation, income verification, citizenship/eligible immigration for all members, bank information if applicable. The family must sign the Authorization to Release Records and Information and HUD's Authorization for the Release of Information/ Privacy Act Notice forms. Upon receipt of the family's application, KCDC will make a preliminary determination of eligibility. KCDC will ensure that verifications, eligibility, suitability selection factors are current to determine the family's final eligibility for admission into a Section 8 project based voucher property, Applications are sorted based on date and time of application. Knox County residents receive a preference point on the Project Based Voucher waiting list.

Subject to HUD's PBV regulations intended to minimize displacement of eligible families already residing in a unit selected for PBV assistance, selection of applicants from the waiting list to occupy PBV-assisted units will be by date and time of application.

- C. KCDC permits a No-Trespass List (NTL) Override for Project-Based Voucher Permanent Supportive Housing (PSH) Program applicants. PSH staff are required to submit the form to KCDC requesting an override. The form overrides the current NTL designation to allow an applicant to become a participant of the Project-Based Voucher with Permanent Supportive Housing Program (PSH) only. The completion of this Override form does not remove someone from the NTL.
- D. Owner Selection of Tenants:

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by KCDC from the KCDC's waiting list.

3.6 HAP Contract Between KCDC And PBV Property Owner

In the absence of a current HAP Contract from HUD at the initial signing of a contract, an addendum will be created to address any updated regulations (ie. HOTMA regulations) not currently listed in the contract. The addendum will become a part of the Initial Contract.

A. Term of HAP Contract

KCDC may enter into a HAP contract with a PBV owner for an initial term of 10-20 years subject to funding availability pursuant to 24 CFR Section 983.205

B. Extension of HAP Contract

Within one year before expiration, KCDC may agree to extend the term of the HAP contract for an additional term of up to 20 years, subject to funding availability.

C. Termination of HAP Contract

1. Termination by KCDC

KCDC may terminate the HAP contract due to insufficient funds pursuant to 24 CFR Section 983.205.

2. Termination by PBV Property Owner

The owner may terminate the HAP contract due to reduction below initial rent pursuant to 24 CFR Section 983.205.

D. Contract rents

1. Initial Contract rents will be determined by following HUD regulations at 24CFR983.301 and 24CFR983.302 when determining and re-determining rents.
2. KCDC may adopt, with HUD notification, Small Area Fair Market Rent (SAFMR) Exception Payment Standards by zip code area if deemed beneficial for the success of KCDC program participants locating affordable housing. Effective October 1, 2024, HUD will require KCDC to implement SAFMR's for all zip code areas. Upon approval of Moving to Work (MTW) cohorts, KCDC will request a waiver to forgo the implementation of mandatory SAFMR's for all zip code areas, if waiver is approved KCDC will use payment standards and optional SAMFR zip code areas.
3. KCDC will use the same utility allowance schedule for PBV as it does for the tenant based voucher program.

E. Security Deposits

1. KCDC prohibits security deposits in excess of amounts charged to unassisted tenants. When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the law.
2. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.
3. If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. KCDC has no liability or responsibility for payment of any amount owed by the family to the owner.

F. Rent Increases

1. An owner's request for a rent increase must be submitted to KCDC 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing. All increases will not exceed more than 20% of the contract rent. KCDC will provide the owner with at least 60 days written notice of any change in the amount of rent to the owner.
2. For KCDC owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP Contract are determined by the independent entity approved by HUD. KCDC must use the rent to owner established by the independent entity. Also the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for the KCDC owned units to KCDC and to the HUD field office where the project is located

G. Development Activity on Units Under HAP Contract:

If an Owner request to undertake development activity on units under a HAP contract. The owner may undertake development activity on units currently under a HAP contract once approved to do so by KCDC. The owner may not request, and a KCDC may not approve, the owner's request within the first five years of the effective date of the HAP contract except in extraordinary circumstances (e.g., the units were damaged by fire, natural disaster, etc.). The owner's request must include a description of the development activity proposed to be undertaken and the length of time, if any, it is anticipated that the units will not meet HQS. If any of the units will not meet Housing Quality Standards during the period of the development activity, the owner's request must include a description of how the families will be rehoused during the period the units will not meet Housing Quality Standards. Housing assistance payments may not be made during the time the units are not in compliance with Housing Quality Standards requirements during the development activity. KCDC may choose to temporarily remove units from the PBV HAP contract during the time the units will not meet Housing Quality Standards during the development activity.

3.7 Overcrowded, Under-Occupied And Accessible Units

KCDC's subsidy standards determine the appropriate unit size based on family size and composition. If KCDC finds that a family is occupying a wrong-sized unit, or a unit with accessibility features they do not require but that a different family does need, KCDC will promptly notify the family and the owner of this determination and inform the family of the opportunity to receive continued housing assistance in another unit in the same complex, public housing if available, tenant based assistance if voucher funding available or other comparable public or private tenant-based assistance.

The family will have 90 days to accept the PHA's offer of continued assistance or move-out from the Project Based Voucher unit.

3.8 Family Right To Move:

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to KCDC. If the family wishes to move with continued tenant based assistance, the family must contact KCDC to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, KCDC is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant based rental assistance. If a voucher or other comparable tenant based assistance is not immediately available upon termination of the family's lease in the PBV unit, KCDC must give the family priority to receive the next available opportunity for continued tenant based assistance.

3.9 Vacancy Payments

If a family moves out of a Project Based Voucher unit, KCDC can make payments for the empty unit. This payment is called a vacancy payment. If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month the family moves out of the unit unless KCDC determines the owner is at fault for the vacancy. KCDC will begin vacancy the first of the next month after the family moves out of the unit. The vacancy period will not exceed one full month following the move out month.

The vacancy payment cannot be higher than the monthly rent to owner minus any part of the rental payment the owner already received. This includes amounts available from the security deposit. Any vacancy payment may only cover the period the unit remains vacant.

3.10 Additional Administrative Plan Provisions Applicable To The PBV Program

The following sections of this Administrative Plan also apply to the PBV Program:

Section 1 Equal Opportunity

Section 2 KCDC/Owner Responsibility/Obligation of Family

Section 7 Eligibility for Admission, 4.2, B, C, D, E, F, and I

Section 10 Assignment of Bedroom Sizes (Occupancy Standards)

Section 13 Determination of Family Income

Section 14 Verification

Section 15 Rent and Housing Assistance Payment

Section 16 Inspection Policies and Housing Quality Standards-Note:All units must meet HQS before a PBV Housing Assistance Payment Contract can be executed.

Section 17 Recertification

Section 18 Termination of Assistance to the Family by KCDC

Section 19 Complaints, Informal Reviews for Applicants, Informal Hearings for Participants

3.11 Special Housing Types Applicable To The PBV Program

Special housing types that are eligible to be assisted under the PBV program are single room occupancy units, congregate housing, group homes and cooperative housing. These units are subject to the same inspection requirements and exceptions as any other PBV units. Of the special housing types, shared housing, manufactured home space rentals and the homeownership option are ineligible to be assisted under the PBV program. Under 24CFR983.53 it states PBV assistance cannot be attached to Transitional Housing, however there is a HUD waiver process for requesting a waiver to that regulation. If a Transitional housing project that is otherwise competitive under an RFP and also offers housing opportunities for residents of at least two years, KCDC would consider submitting a waiver request to HUD to waive the prohibition.

3.12 Veteran Affairs Supportive Housing (VASH) Project Based Vouchers and Family Unification Program (FUP) Project Based Vouchers

Through HOTMA provision section 106(a)(9) KCDC is authorized to project-base Veterans Affairs Supportive Housing (VASH) vouchers and Family Unification Program (FUP) vouchers without requiring additional HUD approval. HUD has determined that no modifications are needed to 24 CFR part 983 to codify these statutory changes. Any VASH vouchers and FUP vouchers project-based pursuant to this authority must comply with the requirements of 24 CFR part 983.

4. FAMILY UNIFICATION VOUCHERS (FUP)

KCDC applied for and obtained FUP vouchers in 2018. The definition for the FUP voucher family or youth is:

4.1 FUP-Eligible Family

FUP-Eligible Family is defined as a family that the Department of Children Services (DCS) has certified as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care, and that KCDC has determined is eligible for a Housing Choice Voucher (HCV).

4.2 FUP-Eligible Youth

FUP-Eligible Youth is defined as a youth that DCS has certified to be at least 18 years old and not more than 24 years of age (has not reached their 25th birthday) who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is At Risk of Becoming Homeless at age 16 or older.

4.3 Homeless

Homeless refers to the population included in the definition of this term at 24 CFR 578.3.

4.4 Lack of Adequate Housing

- A. A family or youth is living in dilapidated housing
- B. A family or youth is homeless;
- C. A family or youth is living in an overcrowded unit;
- D. A family or youth is living in a unit where the presence of a household member with certain characteristics (i.e., conviction for certain criminal activities) would result in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; or
- E. A family or youth is living in housing not accessible to the family's disabled child or children, or to the youth, due to the nature of the disability.

4.5 Living in Overcrowded Housing.

A family or youth is considered to be living in an overcrowded unit if it meets the following separate criteria for a family or youth as follows:

- A. The family is separated from its child (or children) and the parent(s) are living in an otherwise standard housing unit, but, after the family is re-united, the parents' housing unit would be overcrowded for the entire family and would be considered substandard; or
- B. The family is living with its child (or children) in a unit that is overcrowded for the entire family and this overcrowded condition may result in the imminent placement of its child (or children) in out-of-home care; or
- C. The youth is living in a unit that is overcrowded.

For purposes of the above paragraph, the PHA may determine whether the unit is "overcrowded" in accordance with PHA subsidy standards. (See Subsidy Standards as outlined in this Administrative Plan)

4.6 KCDC's responsibilities under the Family Unification Voucher Program:

- A. Accept families and youth certified by DCS as eligible for the FUP. KCDC, upon receipt of the DCS list of families and youth, must compare the names with those of families and youth already on KCDC's HCV waiting list. Any family or youth on the KCDC's HCV waiting list that matches with the DCS list must be assisted in order of their position on the waiting list in accordance with KCDC admission policies. Any family or youth certified by DCS as eligible and not on the HCV waiting list must be placed on the waiting list (pending HCV eligibility determination). If KCDC has a closed HCV waiting list, it must reopen the waiting list and place on the waiting list a FUP applicant family or youth who is not currently on KCDC's HCV waiting list. KCDC may reopen the waiting list to accept a FUP applicant family or youth without opening the waiting list for other applicants;
- B. Determine if families with children, or youth age 18 through 24 referred by DCS are eligible for HCV assistance.
- C. Determine if any families with children, or youth age 18 through 24 on its HCV waiting list are living in temporary shelters or otherwise meet the definition of homeless and may qualify for the FUP, and refer such applicants to DCS;
- D. Administer the vouchers in accordance with applicable program regulations and requirements;
- E. Comply with the provisions of the Memorandum of Understanding (MOU) signed with all the agencies listed in the MOU;
- F. Train DCS and Continuum of Care (CoC) agencies involved on KCDC's HCV procedures; and
- G. Conduct regular meetings (at least quarterly) with DCS and the CoC agencies involved.

4.7 DCS's Responsibilities as outlined in the Memorandum of Understanding (MOU)

DCS's Responsibilities as outlined in the Memorandum of Understanding (MOU) are listed in (A) through (H) below:

- A. They must establish and implement a system to identify FUP-eligible families and FUP-eligible youth within the agency's caseload and to review referrals from KCDC and the CoC agencies involved. For families, the system should prioritize families with an open case with a substantiated report of child abuse and neglect and whose children are at high risk for out-of-home placement or, for families whose children are already in out-of-home care, at high risk for experiencing additional negative child welfare outcomes (e.g., long-term open cases, reentry to the child welfare system in the form of re-reports of abuse or neglect, and repeat open cases) and where housing assistance could help the parent(s) to stabilize and participate in any other services necessary for subsequent reunification. The MOU clarifies that referrals should be made for priority families as soon as they are identified and not only upon successful completion of other aspects of families' case management plans.
- B. Establish and implement a system to identify FUP-eligible youth not currently within the agency's caseload in cooperation with the CoC agencies involved, including integrating the prioritization and referral process for FUP-eligible youth into the local CoCs' coordinated entry process.
- C. Provide written certification to KCDC that a family qualifies as a FUP-eligible family, or that a youth qualifies as a FUP-eligible youth, based upon the criteria established in Section 8(x) of the United States Housing Act of 1937;
- D. Commit sufficient staff resources to ensure that eligible families and youth are identified and determined eligible in a timely manner. This commitment must include a process to ensure that DCS's active caseload is reviewed at least once a month (when the KCDC has FUP vouchers available) to identify FUP-eligible families and FUP-eligible youth and refer them to the KCDC. Additionally, DCS must be prepared to provide referrals to the KCDC within 30 working days of receiving notification from the PHA about voucher availability;
- E. Commit sufficient staff resources to provide follow-up supportive services after the youth leases a unit, documenting the source of funding for these services. DCS is encouraged to leverage non-federal fund sources such as: State, local, philanthropic, and faith-based organizations;
- F. Comply with the provisions of the MOU;
- G. Train KCDC and CoC agencies involved on DCS's referral procedures; and
- H. Conduct regular meetings (at least quarterly) with KCDC and CoC agencies involved.

4.8 The Continuum of Care Agencies Responsibilities Are Outlined Below:

- A. Integrate the prioritization and referral process for FUP-eligible youth into the local CoC(s)' coordinated entry process;
- B. Identify services, if any, to be provided using CoC program funds to FUP-eligible families and/or youth who qualify for CoC program assistance;
- C. Participate in regular meetings conducted by KCDC and DCS (at least quarterly); and
- D. Comply with the provisions of the MOU.

4.9 The MOU signed by DCS and the COC agencies clearly addresses, at a minimum, the following:

- A. KCDC and DCS's commitment to administering the program.
- B. The CoC's commitment to integrate the prioritization and referral process for FUP-eligible youth into the local CoC's coordinated entry process.
- C. KCDC and DCS's goals and standards of success in administering the program.
- D. KCDC, DCS and CoC(s) each identified a staff position that will serve as the lead FUP liaison.
- E. KCDC and DCS agree to cooperate with any program evaluation efforts undertaken by HUD, or a HUD-approved contractor, including compliance with HUD approved evaluation protocols and data sharing requests.
- F. Assistance will be provided to FUP families and youth in locating housing units and working with landlords to secure appropriate eligible units.

- G. The services to be provided to FUP-eligible youth by DCS or by another agency/organization under agreement/contract with DCS. All of the services in (1) through (5) below will be provided for a period of at least 18 months to FUP-eligible youth receiving rental assistance through the use of a FUP voucher regardless of age (e.g., FUP-eligible youth enters the program at age 24 and 10 months, DCS or another agency/organization under agreement/contract with DCS must still provide 18 months of service, even though after two months the youth no longer meets the initial age of eligibility for FUP youth).
1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).
 2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
 3. Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a FUP voucher.
 4. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
 5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.

KCDC will administer the FUP vouchers in accordance with applicable program regulations and requirements.

KCDC will encourage participation in the Family Self- Sufficiency Program for FUP eligible Families and FUP eligible Youth as referenced in the Housing Choice Voucher Family Self-Sufficiency Action Plan.

5. FOSTERING YOUTH TO INDEPENDENCE INITIATIVE (FYI)

KCDC applied for FYI vouchers in 2021. Through the FYI initiative HUD will provide TPVs for youth eligible under the FUP, subject to availability. Per the Consolidated Appropriations Act, 2019 (2019 Appropriations Act) (Public Law 116-6, approved February 15, 2019), TPV appropriated funds may be used for FUP under Section 8(x) of the U.S. Housing Act of 1937 (42 U.S.C. 1437f(x)).

5.1 Youth Eligibility

- A. The population eligible to be assisted with funding under this notice are youth certified by a Public Child Welfare Agency (PCWA) identified as DCS for KCDC's FYI vouchers, and youth are certified by DCS as meeting the following conditions:
1. Has attained at least 18 years and not more than 24 years of age;
 2. Left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5) (H) of the Social Security Act at age 16 or older; and
 3. Is homeless or is at risk of becoming homeless

5.2 Partnership Agreement

A. KCDC's Responsibilities Under FYI

1. KCDC must accept referrals of youth certified by the PCWA as eligible for assistance under this notice.
2. KCDC must determine if youth referred by the PCWA are eligible for HCV assistance.
3. KCDC must amend the administrative plan in accordance with applicable program regulations and requirements, if needed.

B. DCS's Responsibilities Under FYI

1. DCS must have a system for identifying FUP-eligible youth within the agency's caseload and review referrals from the PHA and CoC.
2. DCS must have a system for prioritization of referrals to ensure that youth are prioritized for a FYI TPV based upon

level of need and appropriateness of the intervention.

3. DCS must provide written certification to the PHA that a youth is FUP eligible.
4. DCS must provide or secure a commitment for the provision of required supportive services.

C. CoC's Responsibilities Under FYI

1. Integrate the prioritization and referral process for FUP-eligible youth into the CoC's coordinated entry process.
2. Identify services, if any, to be provided using CoC program funds to youth who qualify for CoC program assistance.
3. Make referrals of FUP-eligible youth to the DCS

5.3 Additional Program Requirements

- A. Turnover. These vouchers "sunset" when the youth leaves the program. This means that KCDC cannot reissue the HCV assistance issued under this notice when the youth exits the HCV program. When the youth exits the HCV program, HUD will reduce KCDC's HCV assistance to account for the removal of the FYI TPV assistance from KCDC's HCV baseline inventory.
- B. Youth Failure to Use Voucher. Should a youth fail to use the voucher, KCDC must notify HUD, and HUD will reduce the KCDC's HCV assistance to account for the removal of the FYI TPV assistance from KCDC's HCV baseline inventory.
- C. Project-Basing. As a result of these vouchers "sunsetting" when the youth leaves the program, KCDCs are prohibited from project-basing the assistance provided under this notice.
- D. Reporting. KCDCs must maintain a special program code for FYI TPV participants in line 2n of the Family Report (form HUD- 50058) or line 2p of the MTW Family Report (form HUD-50058), as applicable. The special program code is "FYITPV." KCDCs must also properly record the date KCDC issues the voucher to the youth, the date of admittance to the program, and expiration of said voucher in line 2a.
- E. Waiting List Administration. The funding is targeted to a specific person. As a result, KCDC must use the assistance for that person. KCDC may admit the youth that is not on KCDC's waiting list, or without considering the family's waiting list position. KCDC must maintain records showing the family was admitted with HUD-targeted assistance.
- F. Length of Assistance. As required by statute, a FYI TPV may only be used to provide housing assistance for youth for a maximum of 36 months.
- G. Administrative Plan. KCDC administrative plan must be amended in accordance with applicable program regulations and requirements, if needed.

6. Emergency Housing Vouchers (EHV)

6.1 Introduction

KCDC and the CoC are committed to administering the EHV's in accordance with all program requirements. KCDC's goals are to reduce the barriers to housing that many EHV participants currently face on a daily basis. In partnership with the CoC and the community service providers which make up the CoC alongside the City, through its Office on Homeless, as collaborative applicant, KCDC will strive to achieve sustainable housing for the participants of the EHV program. Successful administration will be achieved when all 63 vouchers which HUD has allocated to KCDC are utilized with identified EHV participants.

6.2 Eligibility

- A. In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories as the same are defined as follows:
 1. Homeless
 2. At risk of homelessness
 3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or

4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability
- B. The CoC or partnering service provider is responsible for verifying at the individual or family meets one of the four aforementioned eligibility categories. The CoC or partnering service provider must provide supporting documentation to the KCDC of the verification that the family meets one of the four aforementioned eligibility categories.

6.3 Service Provided to Eligible Families

- A. Support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance while aiding households in addressing barriers.
- B. Support KCDC in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with KCDC.
- C. Provide housing search assistance for eligible individuals and families.
- D. Provide counseling on compliance with lease requirements.
- E. Assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
- F. Assess and refer individuals and families to benefits and supportive services, where applicable.

6.4 Roles and Responsibilities

- A. KCDC's Roles and Responsibility under EHV
 1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the EHV services fee.
 2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System ("CES").
 3. Provide an established and reasonable dollar amount to be paid for essential household items.
 4. Allow for pre-inspections of Housing Quality Standards ("HQS") or NSPIRE if applicable, units to expedite the leasing process.
 5. Provide retention payments to owners who agree to renew the lease of an EHV family.
 6. Provide an established and reasonable dollar amount for moving expenses when an EHV family initially leases a unit.
 7. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner
 8. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
 9. Designate a staff to serve as the lead EHV liaison.
- B. CoC & Partnering Service Provider Roles and Responsibilities
 1. Designate and maintain a lead EHV liaison to communicate with KCDC.
 2. Refer eligible individuals and families to KCDC using the community's CES.
 3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to KCDC.
 4. Attend EHV participant briefings when needed.

5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.

Identify and provide supportive services to EHV families, including, as applicable and available, housing search assistance, security deposit assistance, utility deposit assistance/utility arrearage assistance, and/or assistance with fees or rents currently owed to housing owners. (While EHV participants are not required to participate in services, the CoC will assure that services are available and accessible.)

7. Moving to Work

7.1 Introduction

Moving to Work- The Moving to Work (MTW) demonstration permits participating state and local housing agencies to obtain broad waivers of federal rules governing the public housing and Housing Choice Voucher programs so they can test alternative policies related to work and other areas.

Pursuant to HUD approval the following will be implemented:

A. Payment Standards – Small Area Fair Market Rents

KCDC is authorized to adopt and implement any reasonable policy to establish payment standards based upon Small Area Fair Market Rents (SAFMR). In lieu of establishing a unique payment standard for each ZIP code area within its jurisdiction, KCDC may use this flexibility to establish payment standards for “grouped” ZIP code areas. KCDC will have the ability to have a larger range to go beyond FMR or SAFMR, providing KCDC the opportunity to evaluate which area or zip code will be increased higher than the regular 110%.

B. Payment Standards – Fair Market Rents

KCDC is authorized to adopt and implement any reasonable policy to establish payment standards based upon Fair Market Rents (FMR). KCDC will adopt a payment standard that is between 80% to 120% of the Fair Market Rents (FMR). Payment standards will be reviewed on an annual basis when the new FMR is published, and at other times as determined necessary.

C. Alternative Inspection Schedule

KCDC is authorized to establish a local inspection schedule for all or a portion of its HCV units. KCDC will adopt a 36-month schedule for HQS or NSPIRE (if applicable) inspections. This will update the current inspection schedule from biannually to triennially.

D. Project-Based Voucher Program Flexibilities

KCDC is authorized to increase the program cap to 50% for which KCDC could award Project-Based Voucher contracts.

E. Project-Based Voucher Program Flexibilities

KCDC is authorized to implement a project cap of up to 100% of the units for a Project-based voucher project.

F. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement

KCDC is authorized to award project-based voucher units to properties owned by KCDC, or a single-asset entity of KCDC without engaging in a competitive selection process.

G. Limit Portability for PBV Units

KCDC is authorized to limit PBV households the ability to request portability to a tenant-based voucher to 24 months versus 12 months.

H. Housing Development Programs

Programs that use MTW Funding to acquire, renovate and/or build affordable units for low-income families that are not public housing units. Eligible activities may include gap financing for non-PHA development of affordable housing, development of project-based voucher units or tax credit partnerships. KCDC is authorized to the flexibility to allocate up to 10% of its HAP budget to the acquisition, renovation, or building affordable rental units (non-public housing) for low-income families.

8. Eligibility For Admission

8.1 Introduction

There are five eligibility requirements for admission to Section 8: Qualifies as a family, has an income within the limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet KCDC screening criteria to be admitted to Section 8 Housing Assistance Programs.

8.2 Eligibility Criteria

A. Family Type:

1. Family includes, but is not limited to, the following, regardless of actual perceived sexual orientation, gender identity or marital status. Sexual orientation means homosexuality, heterosexuality or bisexuality. Gender identity means actual or perceived gender-related characteristics.
 - a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - b. A group of persons residing together, and such group includes, but is not limited to:
 - i. A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family);
 - ii. Unborn children and children in the process of being adopted are considered family members for the purposes of determining bedroom size but not considered family members for determining income limit.
2. An elderly family, which is:
 - a. A family whose head, spouse, cohead or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A near-elderly family (if applicable), which is:
 - a. A family whose head, spouse, cohead or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the ages of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the ages of 62 living with one or more live-in aides.
4. A disabled family, which is:
 - a. A family whose head, spouse, or cohead is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A non-elderly disabled family which is:
 - a. A household composed of one or more non-elderly persons with disabilities which may include additional household members who are not non-elderly person with disabilities. A household where the sole member is an emancipated minor is not an eligible household.
 - b. The non-elderly person with disabilities is a person who is 18 years of age or older and less than 62 years of age and
 - i. Has a disability as defined in 42 U.S.C 423;
 - ii. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1.) Is expected to be of long-continued and indefinite duration;
 - 2.) Substantially impedes his or her ability to live independently, and
 - 3.) Is of such a nature that the ability to live independently could be improved by more suitable housing

conditions; or

iii. Has a developmental disability as defined in 42 U.S.C. 6001.

6. A displaced family is a family in which each member, or whose sole member has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
7. A remaining member of a tenant family, providing they meet all other eligibility criteria.
8. A single person who is not elderly or displaced person, a person with disabilities or the remaining member of a family.

B. Income eligibility

1. To be eligible to receive assistance, a family shall be:
 - a. Very low-income;
 - b. A low-income family continuously assisted under the public housing, Section 23, or Section 8 programs;
 - c. A low-income family that is a non-purchasing tenant in certain home ownership programs;
 - d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
 - e. Extremely Low-income family. A very low-income family whose income does not exceed the higher of:
 - vi. The poverty guidelines established by the Department of Health and Human Services applicable to the family size involved; or
 - vii. 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within KCDC's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into KCDC's jurisdiction under portability and have not used their voucher to receive assistance at their initial housing agency must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into KCDC's jurisdiction under portability and are already program participants at their initial housing agency do not have to meet the income eligibility requirements for KCDC's program.
6. Income limit restrictions do not apply to families transferring units within KCDC's Section 8 Housing Choice Voucher Program.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

- a. Asset Limitation: HOTMA imposes a \$100,000 asset limit for eligibility and continued assistance. Families are also ineligible for assistance if they own real property suitable for occupancy.
- b. Adjustments for Inflation: Deductions and the asset limitation will be adjusted for inflation annually, ensuring that deductions do not lose value over time and that families are able to build more wealth without losing program assistance. The current deduction amounts have never been adjusted.

C. Citizenship/Eligible Immigration Status

To be eligible, each member of the family must be a U.S. citizen, U.S. national, or a noncitizen that has eligible immigration status. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All new applicants and family members will be required to provide the following documentation before an application can be approved.

1. Birth Certificate, Naturalization papers
2. Current U.S. Passport
3. Church issued baptismal certificate
4. U.S. Military discharge paperwork (DD 214)
5. Current employer identification card
6. For Children: Birth certificate, adoption papers, custody agreement, Health and Human Services ID or Certified school records.
7. Picture ID for all adult members in the household.

Family eligibility for assistance:

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 12.4(F) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

Prior to admission to any Section 8 Rental Assisted Program, each family member must provide verification of their Social Security number. If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the members must provide a letter from the Social Security Administration or other federal or state government agency. The application will retain its position on the waiting list while the required documentation is being obtained. If the documentation is not provided within the allotted time, the application will be denied. If the Social Security card name and picture ID name do not match, KCDC will use the Social Security name and require proof of name change such as marriage license, court documentation, etc.

Social Security cards cannot be a photo copied card, it must be an original.

New family members must provide Social Security card or Social Security letter prior to being added to the lease. All children must have a Social Security card or Social Security letter prior to being added to the lease. If a child under the age of six (6) years of age was added to the assistance applicant household within the six (6) month period prior to the household's date of voucher issuance, the assistance applicant may become a participant, so long as the documentation required is presented to KCDC within 90 days from date of admission into the program which means by the effective date of the Housing Assistance Payment Contract. KCDC will grant an additional 90 day period if it is determined the assistance applicant's failure to comply was due to circumstances beyond their control. Failure to provide the social security card within these timeframes may result in withdrawal of application or termination of assistance.

E. Signing Consent Forms

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

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

F. Suitability for Tenancy

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

No applicant who had been a victim of domestic violence, sexual assault, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give applicant who claims victim status 14 business days after written request to certify either by (1) completing the HUD form 5382 (which is available at the Section 8 office); or (2) providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim applicant or another member of applicant family has sought assistance in addressing the domestic violence, sexual assault, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or (3) producing a Federal, State, or Local police or court record.

Once the assistance is approved and a tenant lease has been completed, the abuser may not be permitted to reside with the tenant during the first year of the tenancy. If the abuser is found to be residing with the tenant after the lease is signed, the tenant's assistance will be terminated.

KCDC will ban for life any family member who has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.

KCDC will check with the Federal Sex Offender Registration Program and will ban for life any individual who is registered as a sex offender.

Additional screening is the responsibility of the owner. Upon request of a prospective owner, KCDC will provide any factual information or third party written information it has relevant to a tenant's history of, or ability to, comply with material standard leasing terms or any history of drug trafficking.

G. Abandonment

If an applicant previously abandoned a Section 8 unit, they must prove they have lived in good standing and without abandonment of any property for the past two (2) years before they can apply.

H. New restrictions on eligibility of certain students (both part and full time) who are enrolled in institutions of higher education are as follows:

Applicants seeking assistance on their own separate from their parents and are enrolled at an institution of higher education, are under 24 years of age, not a veteran, not married and do not have a dependent child are subject to a two part income eligibility test. Both the student and the student's parent must be income eligible in order for the student to be eligible to receive Section 8 assistance.

Parents for purposes of the student eligibility restriction mean the biological or adoptive parents or guardian (e.g. grandparents, aunt/uncle, godparents, etc.). However, if a student can determine to be independent from his/her parents in accordance with KCDC policy; KCDC does not need to consider the income of the student's parents in determining the student's eligibility.

KCDC policy will consider as an independent student a student who meets one or more of the following criteria:

1. Be at least 24 years old by December 31 of the award year for which aid is sought;
2. Be an orphan or ward of the court through age 18;
3. Be a veteran of the U.S. Armed Forces;
4. Have legal dependents other than a spouse (for example, dependent children or elderly dependent parent);
5. Be a graduate or professional student; or,
6. Be married.

9. Managing The Waiting List

9.1 Opening and Closing the Waiting List

Opening of the waiting list will be announced via public notice that applications for the Section 8 Housing Choice Voucher Program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, on KCDC's official website, and in available minority media.

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

KCDC reserves the right to close the waiting list at its discretion. Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation and also by other available media sources such as the KCDC web page, e-mail to agency partners, etc. The waiting list closing dates may also be listed in the waiting list opening announcement.

9.2 Taking Applications

When funding available, families wishing to apply for a KCDC Section 8 Housing Choice Voucher are required to complete an online pre-application the second Wednesday of the month, during the hours of 8:00 A.M. and 3:00 P.M.

As a reasonable accommodation, KCDC's online applicant portal is available to applicants the second Wednesday of each month between the hours of 8:00 a.m and 3:00 p.m. Anyone who cannot complete an online pre-application through the applicant portal may come to the office in person to complete their pre-application at the Family Justice Center KCDC office located at 400 Harriet Tubman Street, Knoxville, Tennessee 37915. Pre-applications will only be accepted during the hours of 8:00 a.m. and 3:00 p.m., the second Weds of the month.

Portable applicants wishing to port their Housing Choice Voucher into KCDC will be seen Monday through Friday from the hours of 8:00-2:00. Any portable applicant who wishes to port into KCDC must have at least 30 days remaining on their Housing Choice voucher.

Once an online pre-application is completed, the online pre-application must be converted to a full application. The family will be required to update their information with KCDC by providing information about all household members, including name, address, telephone number, composition, Social Security number, picture identification for all adult household members, racial or ethnic designation, income verification, citizenship/eligible immigration information, and information establishing any preferences to which the family may be entitled. The family must sign the Authorization to Release Records and Information and HUD's Authorization for the Release of Information/Privacy Act Notice forms. KCDC reserves the right to require online updates.

Upon receipt of the family's application, KCDC will make a preliminary determination of eligibility. If KCDC determines the family to be ineligible, KCDC will notify the family and state the reason(s). KCDC will offer the family the opportunity for an informal review of the determination.

KCDC will ensure that verification of all preferences, eligibility, suitability selection factors are current to determine the family's final eligibility for admission into a KCDC Section 8 Housing Choice Voucher Program.

9.3 Organization Of The Waiting List

The waiting list will be maintained according to the following guidelines:

- A. Applications will be sorted based on the highest weighted preference assigned to an application followed by the date and time. Highest weighted preference means the application with the most preference points. Weighed preferences include: 30 points for Government Action Displacement, 20 points for Involuntarily Displaced, 17 points for Limited Homeless CES, 15 points for Substandard Housing plus working/disabled/handicapped or elderly, 10 points for substandard housing, 5 points for Disabled/handicapped/elderly, 1 point for being a resident of Knox County.
- B. The application will be a permanent file document.
- C. The waiting list cannot be maintained by bedroom size under HUD regulations.

9.4 Families Nearing The Top Of The Waiting List

When KCDC has vouchers available and is prepared to offer the vouchers to eligible applicants, the family whose application is more than two months old must update household composition, preferences, and income. KCDC will re-verify the family's eligibility. If the family is no longer eligible for the Section 8 Housing Choice Voucher Program, KCDC must notify the family in writing of this determination and give the family the opportunity for an informal review.

9.5 Missed Appointments

All applicants who fail to keep a scheduled appointment will be sent a notice of denial.

KCDC will allow the family to reschedule appointments for good cause. When a good cause exists and applicant can provide proof of an acceptable reason for missing their appointment, KCDC will work closely with the family to find a more suitable time. Any applicant whose name is being removed from the waiting list will be notified by KCDC, in writing, that they have ten (10) working days from the date of the written correspondence to request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified.

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

9.6 Purging The Waiting List

KCDC will update and purge its waiting list as necessary to ensure that the pool of applicants reasonably represents interested families. Purging also enables KCDC to update the information regarding address, family composition, income category, and preferences. KCDC will maintain an application for three years after it has been withdrawn. After three years, the application will be destroyed.

9.7 Removal Of Applicants From The Waiting List

KCDC will not remove an applicant's name from the waiting list unless:

- A. The applicant request that the name be removed;
- B. The applicant fails to respond to a written request for information, a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

9.8 Grounds For Denial

No applicant who has been a victim of domestic violence, sexual assault, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give applicant who claims victim status 14 business days after written request to certify either by:

- A. Completing HUD form 5382 (which is available at the KCDC Section 8 office);
- B. Providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, sexual assault, dating violence, or stalking or the effects of abuse (this certification must be sworn under penalty of perjury);
- C. Producing Federal, State, or Local police or court record.

KCDC will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process within the time frame allotted;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;

- E. Have a history of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g., illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol), and any other criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property.

Consideration may be given to applicants:

1. With records of violent criminal activity who have had no arrests or convictions within a three-year, unsupervised period;
 2. With records of drug-related criminal activity that have had no arrests or convictions within a three-year, unsupervised period.
- F. Currently owes rent or other amounts to KCDC or any other housing agency in connection with the public housing or Section 8 Rental Assistance Programs;
 - G. Have committed fraud, bribery, or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
 - H. Have a family member who was evicted from federally assisted housing within the last five years;
 - I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
 - J. Have a family member who illegally used a controlled substance or abused alcohol in a way that interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. KCDC may waive this requirement if:
 1. The person demonstrates to KCDC's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse alcohol;
 2. The person has successfully completed a supervised drug or alcohol rehabilitation program as evidenced by at least a One(1)year, unsupervised period of no arrests or convictions for drug-related activities; or
 3. The person has otherwise been rehabilitated successfully.
 - K. Have engaged in threatened, abusive or violent behavior toward any KCDC staff member or resident;
 - L. Have a family household member who has been terminated under the Voucher Program during (but not limited to) the last three years;
 - M. Anyone who has been added to the KCDC "NO Trespass" list will be denied housing unless they are approved to be removed from the "No Trespass list."
 - N. Denied for Life: If a family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
 - O. Denied for Life: If a family member has a registration under a sex offender registration program.

9.9 Notification Of Negative Actions

Any applicant whose name is being removed from the waiting list will be notified by KCDC in writing. They have ten (10) days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified.

9.10 Informal Review

If KCDC determines that an applicant does not meet the criteria for receiving Section 8 rental assistance, KCDC will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 days of the denial notice. KCDC will describe how to obtain the informal review. The informal review process is described in Section 19.4 of this Plan.

10. Selecting Families To Receive Assistance

Applicants will be selected to receive Section 8 rental assistance either as a special admission or as a waiting list admission.

10.1 Special Admission (non-waiting list): Assistance targeted by HUD.

- A. If HUD awards a KCDC program funding that is targeted for families living in specified units:
1. KCDC must use the assistance for the families living in these units.
 2. KCDC may admit a family that is not on KCDC's waiting list, or without considering the family's waiting list position. KCDC must maintain records showing that the family was admitted with HUD-targeted assistance.
- B. The following are examples of types of program funding that may be targeted for a family living in a specified unit:
1. A family displaced because of demolition or disposition of a public housing project;
 2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
 3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):
 - a. A non-purchasing family residing in a project subject to a homeownership program (under 24 CFR 248.173); or
 - b. A family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);
 4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
 5. A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
 6. Enhanced Vouchers are special admissions under 24CFR 982.203 and therefore do not have to be selected from KCDC's waiting list.

A special admission permits selecting a family for assistance that is not on the Section 8 waiting list or without considering the family's waiting list position. Records are maintained that show the family was selected for HUD-targeted assistance.

10.2 Waiting List Admission

Except for special admissions, applicants must be selected from the Section 8 waiting list. KCDC will adopt a limited preference for a Continuum of Care designated collaborative applicant. Applicant must be a current CHAMP participant and identified as most vulnerable through the Coordinated Entry system. This preference will be our third and limited to 100 qualified applicants picked from the Coordinated Entry system. KCDC reserves the right to select applications through a randomly selected lottery pull. If KCDC decides to use the lottery pull, applications will be ranked in order of preference from preferences listed below.

In order for a pre-application to be completed, a pre-applicant must have one of the following preferences:

- A. First Preference: (Displaced by Government Action, 30 points)

An applicant family who is displaced by government action or an applicant whose dwelling has been extensively damaged or destroyed as a result of disaster, declared or otherwise formally recognized pursuant to federal relief laws.

- B. Second Preference: (Involuntary Displacement, 20 points)

An applicant family who is in need of immediate shelter by reason of extreme hardship, such as disaster. For example: an action by a housing owner that is beyond the applicant's control and that occurs despite the applicant having met all previous conditions of occupancy, and is other than a rent increase; a disaster or catastrophe, such as fire, flood or storm that has caused the unit to be uninhabitable.

The hardship will be governed by the position that preference will not be given to a family who is, or is expected to be, without housing for failure to pay rent or carry out other normal obligations of residency.

An applicant family who is in need of immediate shelter by reason of extreme hardship such as individuals who are fleeing, or attempting to flee domestic violence, dating violence, sexual assault or stalking and victims of reprisals or hate crimes. Victims of recent hate crimes, where a hate crime is defined as actual or threatened physical violence or intimidation that

is directed against a person or their property and is based on the person's race, color, religion, sex, (perceived or actual sexual orientation) or gender identity, national origin, handicap, or familial status. It must have occurred recently or be of a continuing nature; or Police informants for whom the law enforcement agency has recommended rehousing in order to avoid or minimize the risk of violence against family members.

It is the responsibility of the applicant to document to the satisfaction of KCDC that the housing condition is caused by circumstances beyond the family's control. Written verification from the appropriate unit or agency of government, the property owner, or social services agency is required.

C. Third Preference: Limited Homeless CES preference, 17 points

An applicant family who is homeless as defined in category 1 of the definition of "homeless" under federal regulation 24 CFR § 578.3, which means without a fixed nighttime residence or staying in a supervised shelter designed to provide temporary living arrangements, including congregate shelters, transitional housing, and hotels and motels paid for by public or private funds. To be eligible for the Limited Homeless CES preference, applicant must be a current Coordinated Housing Assessment and Match Plan (CHAMP) participant and prioritized through the Coordinated Entry system. For purposes of this preference, "homeless" means:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

D. Fourth Preference: (Substandard Housing, 10 points *** 15 points if substandard and working/disabled/handicapped/elderly*)

An applicant family who currently resides in substandard housing or who is homeless without a fixed nighttime residence or staying in a supervised shelter. For purposes of this preference, substandard housing is defined as any dwelling that is unsafe, unsanitary, or overcrowded due to its location, structural condition or lack of utilities. For example:

1. A unit that an agency or unit of government has declared unfit for habitation;
2. A unit is dilapidated and endangers health and safety;
3. A unit that is overcrowded (to be determined by KCDC's subsidy standards in Section 10) or without one or more of the following for the exclusive use of the applicant family: operable plumbing; usable flush toilet; usable bathtub or shower; adequate safe electricity; safe or adequate heat; kitchen, if designed for one.

Third preference also includes applicants who lack a fixed, regular and adequate nighttime residence

4. A Non-Elderly persons with disabilities transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless.

E. Fifth Preference: (Disability, 5 Points)

1. An elderly family as defined herein that has a member(s) with disabilities;
2. A non-elderly disabled family as defined on page 25 of this Administrative Plan

F. Local Residency Preference (1 Point) – Knox County residents will be selected from the waiting list for a Housing Choice Voucher before a non-Knox County resident.

10.3 Selection From The Waiting List

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

offered to families that meet the target specifications with offers based on priority and then by the sequence within the above-prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

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

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

11. Voucher Distribution

11.1 Assignment Of Bedroom Sizes (Occupancy Standards)

KCDC will provide assistance for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over housing:

NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will not share a bedroom unless they are a couple. KCDC will review, if applicable, on a case by case basis.

In determining bedroom size, KCDC will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away for school, temporarily in foster care, or temporarily removed from the home for a period of time. The child may be out of the home for six months and if not back in the home after six months, the assistance size will decrease unless there is court documentation justifying the reason the child has not been returned to the home.

Bedroom size will also be determined using the following guidelines:

- A. Children of the opposite sex will not share a bedroom. Children of the same gender will share a bedroom until 18 years of age or until the oldest child is within two years of turning 18.
- B. Children of the opposite sex (both under the age of two (2) will share a bedroom. If the child turns two (2) within two months of a tenant move, KCDC will increase the bedroom size allowance at next recertification.
- C. When there is a change in custody, the parent who receives residential custody will receive the appropriate voucher size. KCDC will not permit anyone to add a child to the lease that is not born to tenant, unless they have residential custody of the child or guardianship. Under extenuating circumstances notarized statement will be permitted;
- D. Adults and children (unless under age two) will not be required to share a bedroom. If a mother is pregnant and has a child under two, the child under two will be eligible for it’s own bedroom or if the same gender as another child, may share the bedroom with that child and the mother will have a bedroom of her own. KCDC will give the larger bedroom size if within 60 days of having the new child.
- E. Foster adults and foster children will not be required to share a bedroom with family members;
- F. Live-In Aides will be allowed a separate bedroom. To qualify as a live-in aide, the tenant’s 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 must document the tenant needs a live-in aide. KCDC will screen and add the live-in aide to the tenant’s assistance. (See Glossary for complete definition of live-in aide.)

- G. Additional Member of Household may be added once they are deemed eligible through the screening process, however, If a tenant wants to add an adult member to the lease, they must have the approval of owner/ landlord of the property and a lease addendum must be signed. Once the addendum is signed and the other adult member is added, they cannot be removed from the lease unless the owner/landlord permits the removal from the lease.

KCDC will grant exceptions to normal occupancy standards when a family requests a larger bedroom-size voucher than the guidelines allow and documents a medical reason why the larger size is necessary (see Section 1.2 on requesting a reasonable accommodation). When a reasonable accommodation request is granted for a live in aide or for an extra bedroom for medical equipment, the independent contract inspection company will validate at each inspection if the additional bedroom is still being used for the approved accommodation.

The family unit size will be determined by KCDC according to the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size allocated. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family's voucher size will determine the maximum subsidy.

The voucher holders utility allowance will be based on the bedroom size of the voucher for which a household qualifies regardless of the size of the unit leased. KCDC will approve a utility allowance that is higher than the applicable utility schedule if needed as a reasonable accommodation.

11.2 Voucher Briefing

As the family's name reaches the top of the waiting list, the family will be invited to attend a briefing explaining how the program works. To receive a voucher, the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, their voucher will be withdrawn. KCDC reserves the right to conduct briefings telephonically, via video-teleconferencing, web cast or through other virtual platforms absent a request by a party for an in-person briefing. Briefing packets will be mailed. KCDC will ensure that electronic information stored or transmitted is secure and meets the requirements for accessibility for persons with disabilities and persons with LEP. KCDC will follow guidance outlined in PIH notice 2020-32.

The briefing will cover at least the following subjects:

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

11.3 Packet

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

- A. The term of the voucher and KCDC's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How KCDC determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard and the utility allowance schedule;
- D. How KCDC determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside KCDC's jurisdiction, the packet includes an explanation of portability;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The Request for Tenancy Approval form and an explanation of how to request KCDC approval of a unit;

H. Tenant /Owner Inspection Checklist.

- I. A statement of KCDC's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing KCDC to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, KCDC will also supply any factual information or third-party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity, or any violent criminal activity;
- J. KCDC's subsidy standards, including when KCDC will consider granting exceptions to the standards (Example: medical reasons);
- K. The HUD brochure on how to select a unit ("A Good Place to Live");
- L. The HUD-required lead-based paint booklet is included. The family will be asked to sign an acknowledgement of receipt of the booklet.
- M. Information on federal, state, and local equal opportunity laws; brochure on Fair Housing; and a copy of the housing discrimination complaint form;
- N. Information regarding landlords, or other parties known to KCDC, who may be willing to lease a unit to the family or help the family find a unit;
- O. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to KCDC that may be available through the internet web based program or through a toll free number that may provide a list of landlords;
- P. The family's obligations under the program;
- Q. The grounds upon which KCDC may terminate assistance because of the family's action or inaction;
- R. KCDC's informal hearing procedures, including when KCDC is required to provide the opportunity for an informal hearing and information on how to request a hearing;
- S. KCDC owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.
- T. To deconcentrate poverty and expand housing and economic opportunities KCDC will encourage participants to locate housing outside areas of low income and minority concentrated areas. KCDC provides maps that show areas with housing opportunities outside areas of low income or minority concentration within KCDC's jurisdiction and neighboring jurisdictions. The areas that have Low Income census tracts and Minority concentration census tracts are: 8, 14, 17,19, 20, 21, 29, 32,67, 68, 69,and 70. All other census tracts are areas outside minority and low income concentration.
- U. Information regarding "How to Request a Reasonable Accommodation".

11.4 Issuance Of Voucher; Request For Tenancy Approval

As of August 12, 1999, KCDC began issuing only vouchers.

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

When the family finds a unit that the owner is willing to lease under the program, the family or the owner will submit to KCDC a completed Request for Tenancy Approval (RFTA), the Tenant/Owner Inspection Checklist and the Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazard form. KCDC will permit the family to submit only one RFTA unless the unit was in noncompliance with Housing Quality Standards (HQS), the rent amount would exceed 40% of the family's adjusted income, or other circumstances beyond the family's control. A family has seven (7) days to pick up their voucher if they were not present at the briefing due to unforeseen circumstances.

The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. KCDC will review the Request for Tenancy Approval, the lease and the HUD-required tenancy addendum and make an initial determination of approval of tenancy. KCDC may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy is approvable, KCDC will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and the owner. The 15-day period is suspended during any period the unit is unavailable for inspection, however, a unit must be available for inspection within thirty (30) days from the date of submitted Request for

Tenancy Approval. Once inspected, the unit must pass inspection within thirty (30) days.

KCDC will promptly notify the owner and the family whether the unit and tenancy are approved.

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

If KCDC finds that the applicant/voucher holder had Utilities on 60 days prior to receiving the voucher, and the preference that was used was Displaced or Homeless, the voucher will be automatically withdrawn.

11.5 Term Of The Voucher

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

KCDC may grant one or more extensions of the term, but the initial term (plus any extensions) should not exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date or call to request an extension. A sample extension request form will be included in family's briefing packet. If the family requests an extension and additional time can reasonably be expected to result in success, KCDC will grant the length of request (sought by family) or an additional 60 days, whichever is less and additional 30 days if required as a reasonable accommodation.

If the family includes a person with disabilities, and the family requires an extension due to the disability, KCDC will grant an extension allowing the family the full 120 days search time as a reasonable accommodation. A disabled family may request a reasonable accommodation to receive 30 additional days on the search time provided the request is submitted no later than 10 days after the full 120 day search time.

Tolling: Upon submittal of a completed Request for Tenancy form, KCDC will suspend the term of the voucher. The term will be in suspension until the date KCDC provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which KCDC is taking action on their request. Additional extensions may be granted up to 60 days. This is called a tolling extension. Total voucher time may not exceed 120 calendar days.

11.6 Approval To Lease A Unit

A. KCDC will approve a unit to be leased if all of the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by KCDC, or an independent agency, and passes Housing Quality Standards (HQS). (If the property is owned by KCDC, it will be inspected by an independent agency).

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

Once implemented by HUD, KCDC will utilize NSPIRE Inspection Standards which will replace Housing Quality Standards (HQS).

3. The lease is approvable and includes the following language of the tenancy addendum:
 - a. The names of the owner and the tenant;
 - b. The address of the unit rented;
 - c. The term of the lease (initial term and provisions for renewal)
The lease term will be for one year for the initial lease term and if an addendum is signed for the following year, the term will be one year.
 - d. The amount of the monthly rent to owner;
 - e. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied the family; and
 - f. The required HUD tenancy addendum;
4. The rent to owner is reasonable;

5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or KCDC;
7. If the family received a preference for displacement through the Rapid Rehousing Assistance and was in a unit for the previous six months through Rapid Rehousing, they will be considered as leasing in place and it will be permitted for them to lease the unit they were living in. Rapid Rehousing funds are temporary and clients are displaced once these funds are exhausted (six months). If the family is in the unit more than six months, they are not considered to be a displaced family under Rapid Rehousing funding and their voucher will be withdrawn.
8. The family continues to meet all eligibility and screening criteria; and
9. The owner does not owe property taxes fines or assessments more than one year delinquent.

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

1. The landlord and tenant sign the lease to include the HUD-required addendum; (this will be done simultaneously with the Housing Assistance Payment Contract);
2. KCDC approved the leasing of the unit; and
3. Utilities are turned on in the tenant's name (if tenant is responsible for utilities). The unit address should correlate with The Utility Service Provider, the Metropolitan Planning Commission (MPC) and the United States Postal Service.

KCDC will prepare the Housing Assistance Payment Contract when the unit is approved for tenancy. The contract will be executed and become effective simultaneously with the signing of the lease and the HUD required tenancy addendum. KCDC will not pay any housing assistance to the owner until the contract is executed. New owners must provide a warranty deed or tax notice, tax Identification number or social security number, and direct deposit bank information. Additionally, owners must provide a warranty deed or tax statement for units that have not previously been on the program.

If a voucher family moves with continued assistance, the term of the new assisted unit may begin during the month the family moves out of the old assisted unit. Overlap of the housing assistance payment for the old unit for the month when the family moves out and the first housing assistance payment for the new unit is not considered duplicative subsidy. KCDC will overlap up to ten days of the housing assistance payment. If a family remains in the unit more than 10 days after signing the lease, family will be responsible for the HAP as well as their portion of rent. KCDC will pay the HAP and charge the tenant for not moving in a timely manner.

11.7 KCDC Disapproval Of Owner

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

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payment Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of noncompliance with HQS or NSPIRE if applicable for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- E. The owner has a history or practice of renting units that fail to meet state or local codes;
- F. The owner has not paid property taxes, fines, or assessments. KCDC will allow a one year grace period for delinquent taxes.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety, or right of peaceful enjoyment of the:
 1. Premises by tenants, KCDC employees, or owner employees; or
 2. Residences of neighbors.

- H. If the owner is the parent, child, grandparent, grandchild, sister or brother, or any member of the family of an applicant/ resident seeking to lease a unit or use a voucher (currently shopping), unless KCDC determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- I. The owner refuses Direct Deposit;
- J. Owners who accept payments above Contract rent will have their property removed from the KCDC Rental Assistance program.
- K. Other conflicts of interest under federal, state, or local law.

11.8 Security Deposit

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged by the owner to unassisted tenants. Monthly cleaning fees are not permitted unless an owner chooses to do a monthly cleaning that would justify the monthly cleaning fee.

When the tenant moves from the dwelling unit, the owner, subject to state or local law, may use the security deposit (including any interest on the deposit) according to the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount (if any) used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

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

11.9 Ineligible/Eligible Housing

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

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
- D. College or other dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; and
- F. A unit receiving any duplicate federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

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

KCDC will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Duplexes

- D. Townhouses
- E. Manufactured housing
- F. Manufactured home space rentals
- G. Modular homes
- H. Home ownership option (if applicable)

12. Moves With Continued Assistance

Participating families are allowed to move to another unit after the initial 12 months has expired or if KCDC has terminated the HAP contract. KCDC will issue the family another voucher if the family does not owe KCDC money, has not violated a Family Obligation, has not committed serious or repeated violations of the lease and if KCDC has sufficient funding for continued assistance. Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will KCDC allow a participant to improperly break a lease except under extraordinary circumstances such as medical reasons, police reports stating participant's life is in danger, inspection issues or other extraordinary circumstances.

12.1 When A Family May Move

For families already participating in the Voucher Program, KCDC will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, has obtained a court judgment or other process allowing the owner to evict the tenant; a non-renewal of lease or foreclosure occurs, or;
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

If a family is evicted through court procedures due to repeated violations of the lease, the tenant may not be eligible to use voucher to relocate depending on the circumstances of the eviction.

Families are required to give proper written notice of their intent to terminate the lease. According to HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease for extraordinary circumstances such as medical reasons, police reports stating participant's life is in danger, inspection issues. If tenant moves during the initial lease term without KCDC and the owner's approval, it will be considered a serious lease violation and subject the family to termination from the program.

After the initial lease term (12 months), the family is required to give KCDC a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to KCDC will be considered a violation of family obligations and may cause the family to be terminated from the program.

The owner is responsible for notifying KCDC simultaneous with tenant notification when an eviction, non-renewal of lease or foreclosure occurs.

If a landlord discovers a unit is abandoned, the landlord cannot enter the unit for 30 days, therefore, KCDC will pay the Housing Assistance Payment through the thirty (30) day abandonment period.

13. Portability

13.1 General Policies Of KCDC

A family whose head or spouse has a legal residence (or works) in the jurisdiction of KCDC at the time the family first submits its application for participation in the KCDC program, may lease a unit anywhere in the jurisdiction of KCDC or outside KCDC jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit. Any family wishing to port their voucher into the KCDC jurisdiction must have at least 30 days remaining on their initial voucher they are porting with.

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

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

For income targeting purposes, the family will count toward the Initial Housing Agency's goals unless the Receiving Housing Agency absorbs the family if absorbed, the admission will count toward the Receiving Housing Agency's goals.

If a family has moved from their assisted unit in violation of the lease, KCDC will not issue a voucher and will terminate assistance in compliance with Section 18.0, Termination of Assistance to the Family by KCDC.

If a family caused damage to the unit they previously vacated and has an agreement with the previous landlord to pay for the damages, the tenant must have signed permission from the previous landlord for the tenant to port from KCDC to another agency.

13.2 Income Eligibility

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

13.3 Portability: Administration By Receiving Housing Agency

- A. When a family utilizes portability to move to an area outside the Initial Housing Agency jurisdiction, another Housing Agency (the Receiving Housing Agency) must administer assistance for the family if that Housing Agency has a tenant-based program covering the area where the unit is located. The Voucher holder porting their voucher must have 30 days remaining on their voucher when they port in to KCDC or out of KCDC.
- B. A Housing Agency with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such Housing Agency, the Initial Housing Agency may choose which Housing Agency shall become the Receiving Housing Agency.

13.4 Portability Procedures

- A. When KCDC is the Initial Housing Agency:
 - 1. KCDC will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or movers briefing;
 - 2. KCDC will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable);
 - 3. KCDC will advise the family how to contact and request assistance from the Receiving Housing Agency;
 - 4. KCDC will, within ten (10) calendar days, notify the Receiving Housing Agency to expect the family;
 - 5. KCDC will mail to the Receiving Housing Agency the most recent HUD form 50058 (Family Report) for the family, and related verification information;
 - 6. If the Housing Choice Voucher holder has 30 days remaining on their voucher time, the KCDC portable Housing Choice Voucher will be processed. If an additional time to find a unit is required, the Receiving Housing Authority may extend the KCDC portable Housing Choice voucher per HUD regulations.
 - 7. In accordance with 24CFR 982.314(e), KCDC may deny a portability request to a client that is requesting portability to a higher cost area due to insufficient funding.

Insufficient funding means KCDC would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year due to insufficient budgetary allocations (including any available HAP reserves) for housing assistance payments.

KCDC will provide written request to HUD when it is deemed necessary to deny moves to a higher cost unit or area based on insufficient funding.

If KCDC must deny portable moves due to insufficient funding, KCDC will post notices on the KCDC website and in the lobby located at 400 Harriet Tubman Street, Knoxville, Tennessee, 37915 to inform tenants. When a tenant requests portability, KCDC will also send a letter to the tenant explaining the policy. The tenant will be instructed that KCDC will contact them within six months to let them know whether funding is available. If funding is available, the tenant will be permitted to port their assistance at that time. If funding is not available during that six month time frame, KCDC will inform the tenant by letter when funding is available for portable moves.

B. When KCDC is the Receiving Housing Agency:

1. If funding is available under the consolidated ACC for KCDC's Voucher Program when the porting family is received, KCDC will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for KCDC's Tenant-Based Program. When funding is unavailable to absorb the voucher, KCDC will bill the initial housing authority.
2. If the port-in Housing Choice Voucher holder has 30 days remaining on their port Housing Choice Voucher, KCDC will issue a voucher to the porting family. The term of KCDC's voucher will not expire before the expiration date of any Initial Housing Agency's voucher. KCDC will determine whether to extend the voucher. An additional 30 day extension will be given for a voucher holder who experiences domestic violation during the term of the voucher issuance. Documentation will be required to determine the validity of the domestic violence situation. Also KCDC will give an additional 30 days if needed as a reasonable accommodation for a disability. A reasonable accommodation request form will be required to be completed to determine the need for the accommodation and extension.
3. KCDC will determine the family unit size for the porting family. The family unit size is determined according to KCDC's subsidy standards.
4. KCDC will notify the Initial Housing Agency if the family has leased an eligible unit under the program or if the family fails to submit a Request for Tenancy Approval for an eligible unit within the terms of the voucher.
5. If KCDC opts to conduct a new reexamination, KCDC will not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine eligibility.
6. To provide tenant-based assistance for porting families, KCDC will perform Housing Agency program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Agency or KCDC may make a determination to deny or terminate assistance to the family.
7. KCDC will conduct a new income reexamination and background screening for portable applicants/participants in accordance with (Section 4.0, of this Administrative Plan) and may deny or terminate assistance for family action or inaction according to 24 CFR 982.552 and 24 CFR 982.553.

C. Portability Billing:

To cover assistance for a porting family, the Receiving Housing Agency may bill the Initial Housing Agency for housing assistance payments and administrative fees. The billing procedure will be as follows:

1. The receiving PHA must submit an initial billing notice (1) no later than 10 working days following the date the HAP contract was executed and (2) in time that it will be received no later than 60 days following expiration of the family's voucher issued by the initial PHA.
2. As the Initial Housing Agency, KCDC will make payment within 30 days of receipt of Part II of the Form 52665 indicating billing amount. The amount of the housing assistance payment for a porting family in the Receiving Housing Agency's program is determined in the same manner as for other families in the Receiving Housing Agency's program. The Receiving Housing Agency's Payment Standard is used.
3. The Initial Housing Agency will promptly reimburse the Receiving Housing Agency for ongoing administrative fees for each unit month that the family receives assistance under the tenant-based program and is assisted by the Receiving Housing Agency.
4. The receiving PHA must notify KCDC of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstances any later than 10 working days following the effective date of the change.
5. KCDC will ensure that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.
6. Direct Deposit is required. The billing Housing Agency is required to submit Direct Deposit information so that KCDC may deposit HAP into their bank account.

14. Determination Of Family Income

14.1 Income, Exclusions From Income, Deductions From Income

To determine annual income, KCDC counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, KCDC subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment. KCDC will revise what is included in Annual Income set forth in 5.609 and 5.611 for Adjusted income once Section 102 of HOTMA and Section 104 of HOTMA become effective. Also changes to family assets will be implemented once HOTMA is finalized.

14.2 Income

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

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

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5000, 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.

During reexaminations, KCDC will obtain each family's certification that it has not disposed of assets for less than fair market value.

If the family certifies that it has disposed of assets for less than fair market value the certification must show: (a) all assets disposed of for less than fair market value, (b) the date they were disposed of, (c) the amount the family received for each asset, and (d) the market value of each asset at the time of disposition. Third-party verification will be obtained for assets more than \$5,000.

Due to the streamlining regulation, in previous years households could self certify as to having assets of less than \$5,000 without providing verification except every three years. KCDC now requires tenants to report assets under and over \$5,000 and provide verification of all assets on an annual basis. Asset verifications received must not be altered (ie. marked out transactions).

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in lump sum amount or in prospective monthly amounts are excluded).

KCDC may conduct streamlined annual reexaminations for any fixed-income source, irrespective of whether an individual or a family also has a non-fixed source of income. If the family receives income from social security, Supplemental Security Income (SSI) and Supplemental Security Disability Income (SSDI), federal, state, local and private pension plans, annuities, other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts from any of these sources and the income consists solely of periodic payment at reasonably predictable levels then these are considered to be "fixed."

In a streamlined annual reexamination, upon admission to the program, third party verification must be obtained for all family members and a full reexamination of income and redetermination must likewise be performed every three years. A streamlined income determination may be performed for a family member with a fixed income source of income by applying to a previously determined or verified source of income a cost of living adjustment (COLA) or interest rate adjustment specific to each source of fixed income. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant provided, third party generated documentation. In the absence of such verification for any source of fixed income, third party verification of income amounts must be obtained.

Under streamlined annual reexaminations, KCDC reserves the right to conduct annual reviews of low income families' income for eligibility requirements every three years. After the initial review of any family with a fixed income as defined by the HUD Secretary and consistent with HUD regulation (ie. Federal register and PIH notices), KCDC may conduct subsequent reexaminations every three years as opposed to every year. Family will certify that income consists of fixed income at a level defined by the HUD regulations. KCDC reserves the right to require online re-certifications.

5. Payment in lieu of earnings, such as unemployment and disability compensation, workers compensation, and severance pay. (However, lump sum additions such as insurance payments from workers' compensation are excluded).
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. A lump sum payment for child support will be calculated by taking the annual amount and dividing by 12. A family will pay based on the average for the 12 month period. Sporadic child support will be calculated the same way. If a tenant states child support has stopped for 60 days and information from child support offices verifies this, we will remove the child support and make the tenant a special reporter.
7. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded);
8. Student financial assistance, Student financial assistance, other than the cost of tuition and mandatory student service fees as described by HUD, must be included in income if the full/part time student:
 - a. Is enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965;
 - b. Seeking or receiving Section 8 assistance separately from their parents; or
 - c. They are either under 24 years of age or they have no dependent children.
9. Comprehensive Work Therapy (CWT) – Veterans Health Administration (VHA) treatment program income will be determined on a case by case basis whether it will be included or excluded as temporary, nonrecurring or sporadic income.
10. Imputed welfare income resulting from sanctions imposed by welfare agency.

Families whose welfare assistance (Families First) is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement must not have their Section 8 contribution to rent reduced based on the Families First benefit reduction. The exclusion on reduction of Section 8 rent contribution does not apply when the family has complied with their Families First Program requirements but cannot obtain employment (i.e., the family has complied but loses welfare benefits because of a durational time limit, such as the five-year time limit for receipt of Families First benefits).

At all times when a request for an income reexamination and rent reduction due to a reduction of Families First income is received, KCDC will verify with the local division of the Department of Human Services (DHS) that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud. Verification may be obtained, in written form, directly from the local DHS office, or through the ACCENT computer system. The verification will be maintained in the tenant file.

If verification is obtained from DHS that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud, the family's income must not be reduced for purposes of calculating the family's TTP. Instead, the family's welfare income must be "imputed" during the term of the welfare benefits sanction.

KCDC will verify with DHS the term of the sanction.

To impute welfare reduction:

- a. Determine the amount of welfare income received prior to the sanction.
- b. Determine the term of the sanction.

- c. Offset the amount of additional income the family receives that starts after the welfare sanction. If additional income received after the welfare sanction begins is equal to the amount of welfare income received prior to the sanction, the imputed welfare income is equal to \$0.

Example: A family receives \$142 in welfare benefits prior to sanction for noncompliance. DHS identifies the term of the sanction as three (3) years. The family begins receiving \$100 income per month from the head of household's baby sitting job. The imputed welfare income is \$42. The \$100 employment income per month would be counted and \$42 per month is imputed welfare income during the three year sanction period (or until a change in income is reported).

KCDC will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction. If a resident is not satisfied that KCDC has calculated the amount of imputed welfare income according to HUD requirements, and if KCDC denies the family's request to modify such amount, then KCDC shall give the resident written notice of such denial, with a brief explanation of the basis for KCDC's determination of the amount of imputed welfare income. KCDC's notice shall also state that if the resident does not agree with the determination, the resident may dispute the decision according to our informal hearing policies.

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

11. When a family provides a notarized statement they are receiving support from another party as their source of income, the family is also required to provide a notarized statement from the other party regarding the support. The statement the participant provides must state they understand the income from the support will be counted for six months. The statement from the provider of the income must state they understand they are responsible to provide this income for at least six months.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

- a. Higher Threshold for Imputing Asset Income: HOTMA raises the imputed asset threshold from \$5,000 to \$50,000, incentivizing families to build wealth without imputing income on those assets.
- b. Asset Limitation: HOTMA imposes a \$100,000 asset limit for eligibility and continued assistance. Families are also ineligible for assistance if they own real property suitable for occupancy. PHAs have the option of delaying enforcement/termination for up to six months if the family is over the asset threshold at the time of annual reexamination.
- c. Exclusion of Retirement and Educational Savings Accounts: Retirement accounts and educational savings accounts will not be considered a net family asset. This is a major benefit to families, incentivizing savings for important life milestones and opportunities. This will also provide significant administrative relief to KCDC by allowing them to stop verifying and calculating these assets altogether. • Adjustments for Inflation: Deductions and the asset limitation will be adjusted for inflation annually, ensuring that deductions do not lose value over time and that families are able to build more wealth without losing program assistance. The current deduction amounts have never been adjusted.

14.3 Exclusions From Income

Annual income does not include the following:

- A. Earned income of minors (children under the age of 18, including foster children) except head of household or spouse;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone). Kinship, Kin-GAP and similar state guardianship care payments are to be excluded from a household's income;
- C. Lump-sum addition to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide. To qualify as a Live-In Aide, a tenant's medical professional must document that the tenant needs a live-in aide. KCDC must screen the aide and add their name to the tenant's assistance;

- F. The full amount of student financial assistance paid directly to the student or to the educational institution will be excluded if the Head of House full/part time is age 24 as of December 31 of the award year and has at least one dependent child;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for an owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 - 6. Temporary, nonrecurring, or sporadic income (including gifts);
 - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 - 8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - 9. Adoption assistance payments in excess of \$480 per adopted child; Once a child is adopted, adoption assistance is no longer excluded from income.
 - 10. Deferred periodic amounts from Supplemental Security Income, Social Security, or Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly payments;
 - 11. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 - 12. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - 13. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps will be calculated and excluded annually. Self-certification is acceptable for verification of food stamps.
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
- c. Payments made under HHS's Low-Income Energy Assistance Program;
- d. Payments received under the Job Training Partnership Act;
- e. Payments received under the Older Americans Act of 1965;
- f. Payments from Agent Orange Settlement;
- g. The value of child care under the Child Care and Development Block Grant Act of 1990;
- h. Earned income tax credit refund payments;

- i. Payments for living expenses under the AmeriCorps Program;
- j. Comprehensive Work Therapy (CWT) – Veterans Health Administration (VHA) treatment program income will be determined on a case by case basis whether it will be included or excluded as temporary, nonrecurring or sporadic income;
- k. Earned Income Disallowance: For Families receiving assistance before May 7, 2016 there is a disallowance of income for disabled person who are working.
 - i. Initial 12-month exclusion: During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, KCDC must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.
 - ii. Second 12-month exclusion: During the second cumulative 12-month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment. KCDC must exclude from annual income of a qualified family 50% of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.
 - iii. Maximum 4-year disallowance: The disallowance of income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. The disallowance of increases in income as a result of employment of persons with disabilities does not apply for purposes of admission to the program.
- l. Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).
 - 1. Additional Income Exclusions: The rule codifies additional income and asset exclusions, including: Amounts received from Medicaid or other state/local programs meant to keep a family member with a disability living at home, Veterans' aide and attendant care, Distributions of principal from non-revocable trusts, including Special Needs Trusts.
 - 2. Exclusion of Retirement and Educational Savings Accounts: Retirement accounts and educational savings accounts will not be considered a net family asset. This is a major benefit to families, incentivizing savings for important life milestones and opportunities. This will also provide significant administrative relief to KCDC by allowing them to stop verifying and calculating these assets altogether.
 - 3. Amounts in excess of tuition and required fees are not excluded for head of household, co-heads, or their spouses, 23 or under, or who do not have dependent children. Other Student Financial Assistance. This assistance may be excluded provided it is:
 - For the actual costs of tuition, books and supplies (including supplies and equipment to support students with disabilities), room and board, and other fees required and charged to a student by a higher education institute, including the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit expressly for a student who is not the head of household or spouse.
 - A grant or scholarship received from the federal government; a state, tribal, or local government; a private foundation registered as a nonprofit; a business entity; or an institution of higher education. The student financial assistance exclusion applies to both part-time and full-time students. With both part- and full-time students:
 - Student financial assistance assists the family with actual educational expenses.
 - Assistance is limited to costs required and charged to the student by the school.
 - 4. Effective January 1, 2024, HOTMA properly and correctly removed the statutory authority for Earned Income Disallowance (EID), so HUD cannot retain the disallowance once the statutory change is in effect, which will be upon the effective date of this final rule. However, HUD agrees that if a family is receiving a disallowance of increase in annual income in accordance with §§ 5.617(c) and 960.255(b) on this final rule's effective date, participants should be able to benefit from EID for the full 24 months. Therefore, this final rule retains the regulations for EID for this time period. However, the EID will be available only to families that are eligible for and participating in the program on the effective date of the final rule; no new families may be added.

14.4 Deductions From Annual Income

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;

- C. To qualify for a deduction under a VA pension for disability, the tenant must be 51% or higher disabled;
- D. Allowance for disability assistance expenses that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that is necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are not paid to a family member or reimbursed by an outside source. The amount to be deducted cannot exceed the amount earned by a family member 18 years old or older who is enabled to work because of the disability assistance.

For non-elderly families, the disability assistance allowance is the lesser of:

1. The amount by which total expenses for disability assistance exceeds 3 percent of annual income; or
2. What a family is able to earn because the disability assistance allowance is available.

For elderly families, the 3 percent of annual income must first be deducted from disability assistance expenses and then any remainder deducted from medical expenses.

If a family has both medical and disability assistance expenses, first deduct 3 percent of annual income from the disability assistance expenses; any remainder is then deducted from total medical expenses.

- E. Medical expenses, for households whose head or spouse is at least 62 years of age or disabled that are not covered by insurance and are in excess of 3 percent of annual income:
 1. That has an allowance for medical expenses equal to the amount by which the medical expenses exceed 3 percent of annual income;
 2. That has disability expenses greater than or equal to 3 percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph D, plus an allowance for medical expenses that equal the family's medical expenses;
 3. That has disability assistance expenses that are less than 3 percent of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3 percent of annual income.

Medical expenses include the costs of diagnosis, cure, mitigation, treatment, or the prevention of disease, and the costs for treatment affecting any part or function of the body. They include the costs of equipment, supplies and diagnostic devices needed for these purposes. They also include dental expenses. Medical expenses include the premiums paid for insurance that covers the expenses of medical care and the amounts paid for transportation to get medical care. Medical expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.

- F. Child care expenses (for which the family is not reimbursed) for the care of children less than 13 years of age to the extent necessary to enable a family member to be gainfully employed, to further their education or seek employment. If child care is necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. The expense must be anticipated, that is, it must be for costs that a family expects to pay during a 12-month period following certification or recertification.

The earning cap on child care expenses applies only when the expenses enable a family member to work. It does not apply if the expenses enable a family member to seek work or to further his/her education.

If more than one family member works, the child care expenses will enable the lowest paid individual to work.

If a family member works and goes to school, KCDC will prorate the child care expenses so the portion that corresponds to the hours the family member works can be compared with the amount earned during those hours.

In cases where child care and disability assistance expenses are necessary to enable a family member to work, the sum of both child care and disability assistance expense cannot exceed the employment income of the family member enabled to work.

KCDC cannot decide who will provide the child care for the family's children or what type of care the children receive. KCDC cannot refuse to give a family the child care expense deduction because there is an unemployed adult family member in the household that may be available to provide the child care.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the

revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

- a. Increased Standard Deduction for Elderly/Disabled Households: HOTMA increases standard deductions for families with a head, co-head, or spouse who is elderly or a person with a disability. A. \$480 for each dependent; B. \$525 for any elderly family or disabled family
- b. Threshold for Claiming Medical/Disability Expenses Increased: HOTMA increases the allowance for unreimbursed health and medical care expenses from 3% of annual income to 10%, phased-in over two years.
- c. Hardship Relief: HOTMA provides hardship relief for expense deductions, lessening the impact of the increased threshold for medical expenses. HOTMA permits KCDC to grant hardship relief to families unable to pay rent because of unanticipated medical/disability expenses and families who are no longer eligible for the childcare expense deduction.
- d. Adjustments for Inflation: Deductions and the asset limitation will be adjusted for inflation annually, ensuring that deductions do not lose value over time and that families are able to build more wealth without losing program assistance. The current deduction amounts have never been adjusted.

14.5 Cooperating With Welfare Agencies

KCDC and the local welfare agency agree:

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

15. Verification

KCDC will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Before KCDC issues a voucher, information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, part-time/full-time student status of family member 18 years of age and older, Social Security numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

KCDC will use Up front Income Verification (UIV) tools, to the extent that tools/systems are available to KCDC, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to, the following:

Department of Human Services (DHS) Accent system - Internet-based welfare benefit tool that allows KCDC to validate the accuracy of tenant-welfare assistance from an independent source that systematically and uniformly maintains tenant-welfare information in a computerized form for a large number of individuals.

Enterprise Income Verification (EIV) System – A HUD-provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and also matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

Due to the sensitive nature of UIV data, KCDC will restrict access to and safeguard the information in accordance with guidance on security procedures, as issued and made available by HUD and DHS. Verification documents will be kept in the applicant/tenant file, when needed, and shredded/destroyed when no longer needed. Files will be kept in a secure area that requires electronic key entry by KCDC staff.

- A. The following types of income may be verified using the UIV systems:
 1. Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services)
 2. Unemployment Compensation

3. Welfare Benefits (DHS)
4. Social Security Benefits
 - a. Social Security (SS)
 - b. Supplemental Security Income (SSI)

B. How KCDC Uses UIV Tools:

1. Enterprise Income Verification (EIV) Exceeds Threshold Report – KCDC will use the EIV system to generate the “Exceeds Threshold Report” periodically to compare the information with information provided by the family.
2. Using EIV to Project Income – KCDC will follow “HUD Guidelines for Projecting Annual Income When EIV Data is Available” in handling differences between EIV and family-provided and/or other verified income information. The guidelines establish criteria on whether a difference is substantial or not. HUD defines substantial difference as a difference of \$200 or more per month.
 - a. No Substantial Difference – If EIV information for a particular income source differs from the information provided by a family by less than \$200 per month, KCDC will follow these guidelines:
 - i. If the EIV figure is less than current family-provided information, KCDC will use the family’s information to calculate anticipated annual income.
 - ii. If the EIV figure is more than the family’s figure, KCDC will use the EIV data to calculate anticipated annual income unless the family provides documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.) to explain the discrepancy. Upon receipt of acceptable family-provided documentation of a change in circumstances KCDC will use the family-provided information.
 - b. Substantial Difference – If EIV information for a particular income source differs from the information provided by a family by \$200 or more per month, KCDC will follow these guidelines:
 - i. KCDC will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).
 - ii. When KCDC cannot readily anticipate income (i.e., in cases of seasonal employment, unstable working hours, or suspected fraud), KCDC will review historical income data for patterns of employment, paid benefits, and/or receipt of other income.
 - iii. KCDC will analyze all EIV, third-party, and family-provided data and attempt to resolve the income discrepancy.
 - iv. KCDC will use the most current verified income data (and historical income data, if appropriate) to calculate anticipated annual income.
3. Verification of SS/SSI Benefits of Participants and Household Member – KCDC will obtain verification of SS/SSI benefits of participants and household members through HUD’s Enterprise Income Verification (EIV) System. If benefit information is not available in HUD Systems or if the tenant disputes EIV benefit data, KCDC will request a current, original SSA notice or benefit verification letter from each household member that receives Social Security benefits within 10 business days of KCDC’s interview date. If the participant and/or household member(s) are unable to provide the requested document, KCDC will ask the participant/household member(s) to call the SSA or visit the local SSA office to request a benefit verification letter. The request for a benefit Verification letter can also be made at the SSA Internet Website. The participant/household member(s) should provide KCDC with the original benefit verification letter. KCDC will make a photocopy of the original benefit verification letter, return the original benefit verification letter to the participant/household member, and maintain the photocopy of the benefit verification letter in the tenant file. (This same process can be used when third-party verification of SS/SSI benefits is not available for applicants and/or household members.)

KCDC may conduct streamlined reexaminations for families on fixed incomes when 100% of their income comes from social security, Supplemental Security Income (SSI) and Supplemental Security Disability Income (SSDI), federal, state, local and private pension plans, other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits and other similar types of periodic receipts that are of substantially the same amounts from year to year.

In a streamlined reexamination, KCDC will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.
4. Documentation of Unavailability of Third-Party Verification of SS/SSI Benefits – In the event that third-party verification is not available, KCDC will document the tenant file as to why third-party verification was not available. Below are some examples of acceptable file documentation:

- a. New admission, information not available in EIV Tools;
 - b. New tenant, information not available in EIV Tools;
 - c. Current tenant, information not available in EIV Tools due to change in re-examination date;
 - d. Current tenant, information not available in EIV Tools due to discrepancy with name, date of birth, or social security number in SSA file; and
 - e. Current tenant, information not available in EIV Tools, reason unknown.
- C. Methods of Verification and Time Allowed – KCDC will verify family information through the five methods of verification authorized by HUD. HUD requires KCDC to use the most reliable form of verification that is available and to document in the file the reasons when KCDC uses a lesser form of verification. In order of priority, forms of verification that may be used are:
1. Up-front Income Verification tools/systems (UIV), whenever available
 2. Third-party Written
 3. Third-party Oral
 4. Six consecutive check stubs
 5. Review of Documents
 6. Self-Certification/Declaration

KCDC will allow four (4) weeks for return of third-party verifications and ten (10) days to obtain other types of verifications before going to the next method.

Verifications may not be more than 60 days old at the time of voucher issuance. For participants, verifications must be dated within 60 days of reexamination.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action will be taken against a family until KCDC independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal hearing process of KCDC.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

KCDC will not require use of the EIV during interim reexaminations.

15.1 Acceptable Methods Of Verification

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family.

- A. Third-party written verification will be used to verify information directly with the source. Third-party written verification forms will be sent directly to, and received directly from (via first-class mail), the source and not passed through the hands of the family. However, KCDC may request and receive directly from the source verifications electronically (fax or e-mail) or hand delivered. The family will be required to sign an authorization for the information source to release the specified information.
- B. Third-party oral verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used (either by contacting source by telephone or in-person visit), staff will be required to note the name of the person contacted and telephone number, the date of the conversation, and the facts provided. If provided by telephone, KCDC will originate the call.
- C. Review of Documents: When third-party written or oral verification cannot be obtained, or the information has not been verified by the third party within a four week period of time, KCDC will note in the file why third-party verification is not available and utilize hand-carried documents provided by the applicant/participant family as the primary source if the documents provide complete information. Original documents must be provided by the family and should be dated within 60 days of the interview. Photocopies of the documents will be made and maintained in the file. The chart in the Appendix gives common examples of verifications.

Below is a list of some acceptable family-provided documents:

1. Consecutive and original pay stubs. Six weeks of current pay stubs are requested;
2. Social Security Administration award letter;
3. Bank statements;
4. Pension benefit statements;
5. TANF award letter;
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling may be obtained by court ordered documents, verification from Child Support office/Human Services office or a notarized statement from the source of the child/family support.
7. Other official and authentic documents from a Federal, State, or local agency.

If third-party verification is received after documents have been accepted as temporary verification and there is a discrepancy, KCDC will utilize the third-party verification.

- D. Self-Certification/Self-Declaration: When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certifications must be signed in the presence of a KCDC representative or KCDC notary public and KCDC will document the file why third-party verification was not available.
- E. Exceptions to Third-party Verification Requirements: When third-party verification of income, assets, and/or expenses is unavailable, an exception may be made to the third-party verification requirement if:
1. KCDC made at least two documented attempts to obtain third-party verification;
 2. The source does not have the capability to provide written or oral third-party verification;
 3. The asset or expenses to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third-party verification;
 4. Food stamps may be self-certified.

F. Actions KCDC May Take:

1. KCDC may exercise any of the following options if the family has not reported accurate income information:
 - a. Require repayment agreement up to \$2,400 with no more than 24 months to repay;
 - b. Revise current and future rent payments; and
 - c. Initiate termination proceedings.

2. Action to be Taken When Tenant Agrees with Discrepancy:

An appointment will be scheduled for the family to meet with KCDC staff to discuss the income discrepancy. If the tenant agrees with the discrepancy, and retroactive charges accessed do not exceed \$2400, the family will be given the opportunity to sign a repayment agreement for the retro charge owed with up to 24 months to repay as long as another promissory agreement does not exist. If tenant fails to show to sign the promissory agreement, the assistance will be terminated. If the amount owed to KCDC exceeds \$2400, the family's assistance will be terminated. The family will be given an opportunity to contest any adverse findings through KCDC's informal hearing process. If a tenant is terminated for failing to pay on the promissory and wants to reapply, the amount must be paid in full and the family must prove they have lived in the community for three (3) years in good standing before an application can be submitted for any KCDC Section 8 program. If the applicant files a bankruptcy to dismiss the amount owed to KCDC, the applicant must provide proof they have lived in the community in good standing for three (3) years.

3. Action to be Taken When Tenant Disagrees with Discrepancy:

If the tenant disagrees with the discrepancy, the burden of proof will be placed on the tenant to show why a discrepancy does not exist. When the discrepancy involves wages, the tenant must contact and resolve the issue with the employer. The tenant will be given a reasonable amount of time, but not to exceed 4 weeks, to resolve the matter. If the family cannot provide proof that the discrepancy is in error and if retroactive charges accessed exceed \$2400, the family's assistance will be terminated with charges added to their move-out balance. At this time the

family will have a right to an informal hearing. If the tenant can provide proof that the discrepancy was in error, the retroactive charges will be dismissed. If a discrepancy does exist and retroactive charges are assessed but do not exceed \$2400, the family will be given the opportunity to sign a repayment agreement for a period of not more than 24 months to repay as long as another promissory agreement does not exist. If tenant fails to show to sign promissory, the assistance will be terminated.

If tenant acquires another retroactive charge, the assistance will be terminated.

- G. File Documentation: KCDC will document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that KCDC has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.
- H. File Retention: Once a participant leaves the Section 8 program the applicant/participant records will be retained by KCDC for a period of not less than three (3) years. Due to the increase in paperwork in a current tenant file, KCDC may scan paperwork in a file when the paperwork is over three years. Certain items in the file will be retained in hard copy such as the original application, social security cards, picture Identification, and the Citizenship form for each household member, current lease and supporting documents. The HUD form 50058 will be maintained for three years during the term of the lease and for a period of 3 years from the end of participation date (EOP). The 50058's that are not printed for the file are available on the computer to print for audit purposes.

15.2 Verification Of Medical Expenses

To verify medical expenses, KCDC will attempt third-party verification of medical expenses from appropriate sources. If third-party verification is not available, KCDC will request the tenant to provide documents such as receipts, cancelled checks, or paycheck stubs for verifying medical insurance premiums. Also the tenant will be asked to provide receipts for payments to physicians to verify medical costs. Previous medical bills that have been paid in full will not be included.

15.3 Verification Of Deduction For Child Care Expenses

To adequately verify child care expenses, KCDC must verify the family qualifies for the deduction. After verifying the age of the child/children receiving child care, KCDC must verify the qualifying activity in which the family is taking part and that the expenses are not reimbursed by another source.

15.3.1 Verification Of Qualifying Activity:

- A. Gainfully Employed – For family members who are gainfully employed, KCDC will use employment verification to confirm the family's eligibility for the child care expense.
- B. Actively Seeking Employment – To verify that an individual is actively seeking employment, KCDC will first attempt third-party verification which could include information that the individual is fulfilling the requirements for receiving unemployment compensation or verification from a local or state government agency that oversees work related activities. If third-party verification is impossible to obtain, KCDC will verify that a family member is actively seeking employment by obtaining a certification from the family member attesting to his or her efforts to find employment.
- C. Furthering his/her education – KCDC must verify that the family member is a student. The information provided by the student or the institution should confirm that the student is, in fact, enrolled; and specify details about the timing of classes in which the student is enrolled.
- D. Verification that Expenses not reimbursed by another source – KCDC may use documents supplied by the family such as bills, receipts or cancelled checks. If such verification is not available, KCDC will request a written third-party verification form from the child care provider.

Only reasonable expenses are deductible. Reasonable means reasonable for the care provided. (See item 10.4 (F) for reasonable expenses).

15.4 Verification Of Citizenship Or Eligible Noncitizen Status

The citizenship/eligible noncitizen status of each family member regardless of age must be determined. Citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission and prior to a new member joining the resident family.

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

Prior to being admitted, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

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

Family members, who do not claim to be citizens, nationals, or eligible noncitizens, must be listed on a statement of non-eligible members, and the list must be signed by the head of the household.

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

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

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

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

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

15.5 Verification Of Social Security Numbers

New family members and children must have social security documentation prior to being added to a lease. Prior to being added to the lease to any Section 8 Rental Assistance Program, all members must have verification of their Social Security number. If a member indicates that they have a Social Security number, but cannot readily verify it, the member must provide a letter from the Social Security Administration or other federal or state government agency. All children must have a Social Security card or Social Security letter prior to being added to the lease. If a child under the age of six (6) years of age was added to the assistance applicant household within the six (6) month period prior to the household's date of voucher issuance, the assistance applicant may become a participant, so long as the documentation required is presented to KCDC within 90 days from date of admission into the program which means by the effective date of the Housing Assistance Payment Contract. KCDC will grant an additional 90 day period if it is determined the assistance applicant's failure to comply was due to circumstances beyond their control. Failure to provide the social security card within these timeframes may result in withdrawal of application or termination of assistance. If the documentation is not provided within the allotted time, the admission will be denied. Verification of the Social Security number will be obtained only once. The verification of the Social Security number must be the original Social Security card. If the name on the Social Security card and the picture ID do not match, KCDC will use the Social Security card name and require proof of the change of name. The proof will be derived from marriage license or other court documentation.

15.6 Timing Of Verification

Information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. Verification information for tenants must be dated within sixty (60) days of their reexamination. If the verification is older than sixty (60) days, the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, KCDC will verify and update all information related to family circumstances and level of assistance.

16. Rent And Housing Assistance Payment

16.1 Rent Reasonableness

Program regulation requires KCDC to certify that the rent charged to the housing choice tenant is not more than the rent charged for other unassisted comparable units. KCDC will not approve an initial rent (or a rent increase) in any of the tenant-based programs without determining that the rent amount is reasonable. Rent reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved, owner must make the request in writing 60 days prior to the end of the lease period which is usually the annual recertification month. If the rent increase is requested after recertification, the

owner may be required to wait until the next recertification date to increase the rent. If owner is eligible for a rent increase, only one increase per year is permitted. KCDC reserves the right to only allow a 20% increase in a one year period without substantial upgrades to the property since the last inspection.

- B. If sixty (60) days before the contract anniversary date there is a 10 percent decrease in the published Fair Market Rents as compared to the previous FMR; and If KCDC or HUD directs that rent reasonableness be redetermined.
- C. For KCDC owned Units under the Project Based Voucher Program, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for the KCDC owned units to KCDC and to the HUD field office where the project is located.

16.2 Rent Reasonableness Comparability

Each unit inspected will be certified by an independent entity that the approved contract rent is reasonable in relation to rents charged for comparable units in the private unassisted market. A lease of an unassisted unit may be requested when determining rent reasonableness. Factors taken into account will be:

- A. Bedroom Size
- B. Unit Type
- C. Square Footage
- D. Location
- E. Unit
- F. Age
- G. Amenities
- H. Housing Services/Maintenance
- I. Utilities provided by Owner
 - 1. Rent Reasonableness Methodology

The KCDC rent reasonableness system is based on unit comparison per the criteria listed above. KCDC will use the Third-party vendor's methodology for rent comp verification. KCDC currently requires a minimum of two comparable units in order for the unit to pass the rent reasonableness test. Information on unassisted units are maintained in our automated database and are updated or purged biennially. Rent Reasonableness Scope of service if Third-party vendor does not do inspections.

- a. Initials

KCDC will provide Initial inspection report on subject property by email with the following information:

- i. Landlord name and phone number
- ii. Property address
- iii. Tenant name if applicable
- iv. Requested rent if applicable
- v. Year Built
- vi. Number of bedrooms and baths
- vii. Structure type
- viii. Square footage
- ix. Utilities and who is responsible
- x. Amenities (ex: Washer/Dryer, Dishwasher, Parking, etc.)

Third-party vendor will provide an Initial Rent Reasonableness report (PDF) with 3 comparable properties and return to KCDC by email to KCDC designated contact person within 24 hours from time the initial inspection report was received by the Third-party vendor. If a rent roll is needed from landlord, Third-party vendor will email KCDC contact person regarding the request.

b. Annuals

- i. KCDC will provide Rent Increase request forms and/or Annual inspection report by email with the same information above. Third-party vendor's may use an Annual Increase Template spreadsheet.
- ii. Third-party vendor will provide an Annual Rent Reasonableness report (PDF) with 3 comparable properties and return to KCDC by email to KCDC designated contact person within 5 business days from time the annual increase is received by the Third-party vendor. If a rent roll is needed from landlord, the Third-party vendor will email the KCDC contact person regarding the request.
- iii. The Third-party vendor will save KCDC PDF Rent Reports up to 2 years or as long as they remain as the Third-party vendor.
- iv. Third-party vendor shall follow HUD's guidelines for Rent Reasonableness and update their comparable database annually.

2. Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent controlled by local ordinance.

3. Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units if the premises include more than 4 units. By accepting the KCDC payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give KCDC information regarding rents charged for other units on the premises. Owners are invited to submit information at any time. Owners may review the determination made of their unit and may submit additional information or make improvements to the unit that will enable KCDC to establish a higher rental value market.

16.3 Maximum Subsidy

The Fair Market Rent (FMR) published by HUD and the payment standard established by KCDC, or, if applicable, the exception payment standard rent determines the maximum subsidy for a family. KCDC may grant exceptions to payment standards up to 120% of Fair Market Rent when a family requests it as a reasonable accommodation due to their disability and can verify why they are requesting the exception/increased payment standard (see Section 1.2 on requesting a reasonable accommodation). This approval for an increased payment standard as a reasonable accommodation does not need HUD approval.

For the Housing Choice Voucher Program, the minimum payment standard will be 90 percent of the FMR and the maximum payment standard will be up to 110 percent of the FMR, or the exception payment standard (if applicable).

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

KCDC may adopt, with HUD notification, Small Area Fair Market Rent (SAFMR) Exception Payment Standards by zip code area if deemed beneficial for the success of KCDC program participants locating affordable housing. Effective October 1, 2024, HUD will require KCDC to implement SAFMR's for all zip code areas. Upon approval of Moving to Work (MTW) cohorts, KCDC will request a waiver to forgo the implementation of mandatory SAFMR's for all zip code areas, if waiver is approved KCDC will use payment standards and optional SAMFR zip code areas.

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

16.3.1 Setting the Payment Standard

The Statute requires that the payment standard be set by KCDC between 90 and 110 percent of the FMR without HUD approval. KCDC will review its determination of the payment standard annually after publication of the FMRs. KCDC will consider vacancy rates and rents in the market area, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Housing Choice Voucher Program.

If it is determined that success rates will suffer or that families are being made to pay over 40 percent of income for rent, the payment standard may be raised to the level judged necessary to alleviate hardships.

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

If success levels are projected to be extremely high and rents are projected to be at or below 30 percent of income, KCDC will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one-bedroom size may increase or decrease while another remains unchanged.

KCDC may opt to lower payment standards. A lower payment standard applies immediately to all new admissions, all movers, and stayers with a new HAP contract (i.e., when the owner offers or requires a new lease). KCDC will not reduce the payment standard applied to a family as a result of a reduction in the fair market rent (FMR). For all other voucher participants, decreased payment standard amounts are not applied until the second regular reexamination after the payment standard is lowered. KCDC may request HUD to waive the requirement for good cause.

KCDC may approve a higher payment standard (if not more than 120% of fair market rent) as a reasonable accommodation for a disabled family. Mandatory reasonable accommodation request forms must be completed and returned to KCDC for this to be considered. (See Section 1.2 on requesting a reasonable accommodation)

KCDC may adopt, with HUD notification, Small Area Fair Market Rent (SAFMR) Exception Payment Standards by zip code area if deemed beneficial for the success of KCDC program participants locating affordable housing. Effective October 1, 2024, HUD will require KCDC to implement SAFMR's for all zip code areas. Upon approval of Moving to Work (MTW) cohorts, KCDC will request a waiver to forgo the implementation of mandatory SAFMR's for all zip code areas, if waiver is approved KCDC will use payment standards and optional SAMFR zip code areas.

16.3.2 Area Exception Rents (If Applicable)

To help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, KCDC may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. KCDC may request one such exemption payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes or for all or some unit types.

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

16.4 Assistance And Rent Formulas

A. Section 8 Vouchers

1. Section 8 Vouchers The payment standard is set by KCDC between 90 percent and 110 percent of the FMR or higher (if applicable). KCDC reserves the right to use Small Area Fair Market Rent (SAFMR) exception payment standards for specified zip code areas if deemed beneficial for the success of KCDC program participants locating affordable housing. Effective October 1, 2024, HUD will require KCDC to implement SAFMR's for all zip code areas. Upon approval of Moving to Work (MTW) cohorts, KCDC will request a waiver to forgo the implementation of the SAFMR for all zip code areas.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40 percent of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

B. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10 percent of monthly income;
2. 30 percent of adjusted monthly income; or
3. Minimum rent.

C. Minimum Rent

KCDC has set the minimum rent as \$50.00 for the Section 8 Rental Assisted programs. If the family requests a hardship exemption, KCDC will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until KCDC can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased due to changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;
 - e. When a death has occurred in the family.
2. No hardship. If KCDC determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to KCDC for the time suspension.
3. Temporary hardship. If KCDC determines there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90 day period, the minimum rent will be imposed retroactively to the time of suspension. KCDC will offer a reasonable repayment agreement for any minimum rent back payment paid by KCDC on the family's behalf during the period of suspension.
4. Long-term hardship. If KCDC determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal KCDC's determination regarding the hardship.

D. Section 8 Preservation Vouchers/Enhanced Vouchers

1. Payment Standard
 - a. The payment standard for a family that stays in the same unit and receives enhanced voucher assistance will receive a special payment standard:
 - ii. If the gross rent exceeds the PHA's payment standard, the payment standard used to calculate the voucher housing assistance payment is the gross rent of the unit. (New rent to owner plus the applicable PHA utility allowance);
 - iii. If the gross rent is less than the PHA's payment standard, the regular payment standard rules apply.
 - b. If the dwelling unit is in an exception area, KCDC will use the appropriate payment standard for the exception area.
2. HAP equals the gross rent for the unit minus the greatest of:
 - a. 30 % of adjusted monthly income; or
 - b. 10 % of gross monthly income; or
 - c. Applicable enhanced voucher minimum rent; or
 - d. Other minimum rent established by the PHA as authorized by Federal Law.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by KCDC:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for tenant paid utilities.
3. The participant pays the rent to owner less the HAP

4. HAP equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The rent paid for rental of the real property on which the family-owned manufactured home is located.

F. Rent for Families under the Noncitizen Rule

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

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

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

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

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

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

16.5 Utility Allowance

KCDC maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services.

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

Utility allowance schedules are reviewed annually by the state of Tennessee's housing agency, Tennessee Housing Development Agency (THDA), and revised if any allowance for a utility category had a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. THDA maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by contacting THDA.

A voucher holder's utility allowance is based on the bedroom size of the voucher for which the household qualifies regardless of the size of the unit leased. KCDC may approve a utility allowance that is higher than the applicable utility schedule if needed as a reasonable accommodation.

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

The utility allowance is subtracted from the family's share to determine the amount of the tenant rent. The tenant rent is the amount the family owes to the owner each month. The amount of the utility allowance is still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant and will be sent to the utility company for the tenant.

Tenant-supplied utilities must be in the name of the head of household, unless a reasonable accommodation must be made for a person with disabilities.

16.6 Distribution Of Housing Assistance Payment

KCDC pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge KCDC a late payment, agreed to in the Contract and according to generally accepted practices in the KCDC jurisdiction.

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner. Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of KCDC.

16.7 Change Of Ownership Or New Ownership

KCDC requires a written request by the owner who executed the HAP contract to make changes regarding who is to receive KCDC's rent payment or the address where the rent payment should be sent.

In addition, KCDC requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Property Tax Notice, Settlement Statement, or Deed of Trust showing the transfer of title address,
- B. Tax identification Number or Social Security Number,
- C. Direct Deposit information:

Once KCDC receives account information for the direct deposit, payments will be deposited in the bank the first of the next month for the housing assistance payment unless it is after the 20th of the month when direct deposit information is received. If after the 20th of the month, the direct deposit payment for housing assistance will be deposited the second month after KCDC receives the direct deposit information.

When setting up an owner deposit account for Section 8 Housing Assistance Payments (HAP), KCDC requires the "Change to Landlord forms packet", including a voided check, filled out completely. If a voided check is not available, a statement from the bank on letterhead with the routing number and account number will be acceptable. An owner/manager may only set up one bank account at a time for receiving Section 8 HAP.

New Ownership

New owners will be required to execute IRS form W-9. KCDC may withhold the rent payment until the Taxpayer Identification Number is received. The following documents are required from the owner:

- A. Property Tax Notice, Settlement Statement, or Deed of Trust showing proof of ownership.
- B. Tax Identification Number or Social Security Number, and
- C. Direct Deposit information:

Once KCDC receives account information for the direct deposit, payments will be deposited in the bank the first of the next month for the housing assistance payment unless it is after the 15th of the month when direct deposit information is received. If after the 15th of the month, the direct deposit payment for housing assistance will be deposited the second month after KCDC receives the direct deposit information.

When setting up an owner deposit account for Section 8 Housing Assistance Payments (HAP), KCDC requires the "Change to Landlord forms packet", including a voided check, filled out completely. If a voided check is not available, a statement from the bank on letterhead with the routing number and account number will be acceptable. An owner/manager may only set up one bank account at a time for receiving Section 8 HAP.

At initial leasing or recontracts, all owners will be required to provide proof that property taxes are not over one year in arrears.

17. Inspection Policies and Housing Quality Standards or Inspire if applicable.

KCDC or (an independent inspection agency), will inspect all units, with the exception of KCDC-owned property, to ensure that they meet the Housing Quality Standards (HQS), or NSPIRE if applicable. Once implemented by HUD, KCDC will utilize NSPIRE Inspection Standards which will replace Housing Quality Standards (HQS).

KCDC-owned properties will be inspected by an independent inspection agency at no charge to the family. No unit will be initially placed on Section 8 unless the HQS or NSPIRE if applicable is met. Once Moving to Work (MTW) cohorts and/ or The Housing Opportunity Through Modernization Act (HOTMA) of 2016 are approved by HUD, KCDC will utilize triennial inspections depending on a property's previous inspection score. Units will be inspected at least biennially. For each assisted dwelling unit, KCDC may make inspections not less often than biennially during the term of the HAP contract for a unit to determine whether the unit is maintained in accordance with Housing Quality Standards (HQS) or NSPIRE if applicable. KCDC may inspect units at other times as needed to determine if the unit meets HQS or NSPIRE if applicable.

KCDC or (an independent inspection agency) will use the HUD-52580-A Long Form for inspections with the exception of the following pages: 2, 4, 6, 8, 13, 15, 17, and 20. All of these pages, except 20, are instructional pages. Page 20 is an optional page. Although the pages will be removed from the inspection form, the inspectors will have them in their possession for informational purposes for owners. If an owner chooses to review the inspection form, the inspector will provide them the entire inspection form. The purpose of removing the instructional pages is to make the inspection form more manageable – 12 pages instead of 20 pages. KCDC or (an independent inspection agency) may also use NSPIRE if applicable. for performing inspections.

KCDC or (an independent inspection agency) must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first-class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule 24 hours before the inspection or make arrangements to enable KCDC or (an independent inspection agency) to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC or (an independent inspection agency) will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to request an informal hearing to dispute the termination, one more chance may be given and the family may be obligated to sign a statement of understanding stating if they miss another appointment for inspection, they will lose their assistance. Once a statement of understanding is signed, it will remain in effect for 24 months.

Owners and families are obligated to sign the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" at each initial lease signing. Owners with units built before 1978 that are occupied or will be occupied with a child or children under six years of age, (excluding zero bedroom dwellings) must comply with HUD Lead Based Paint regulations at 24 CFR Part 35 and 982.401

17.1 Types of Inspections

KCDC or an independent inspection group will perform seven types of inspections:

- A. Initial Inspection – An inspection that must take place to insure that the unit passes HQS or NSPIRE if applicable. before assistance can begin. A unit must be available for inspection within thirty (30) days from the date of submitted Request for Tenancy Approval.
 1. If more than 10 deficiencies are found on an initial inspection, the unit will be considered not ready and the inspection will be rescheduled.
 2. If the owner supplied appliances are not in the unit on an initial inspection, the unit will be considered not ready and the inspection will be rescheduled.
 3. If all utilities are not on at an initial inspection, the unit will be considered not ready and the inspection will be rescheduled.Once inspected, the unit must pass inspection within thirty (30) days. Once unit passes inspection, the inspection is valid for 60 days.
- B. Annual/Biennial/Triennial – Triennial Inspections- An inspection conducted every three years to determine the unit continues to meet HQS or NSPIRE if applicable. Biennial Inspections- An inspection conducted every two years to determine the unit continues to meet HQS or NSPIRE if applicable. Annual Inspections- An inspection conducted every year to determine the unit continues to meet HQS or NSPIRE if applicable.
- C. Complaint Inspection – An inspection caused by the housing agency receiving a complaint on the unit by anyone. If KCDC receives more than three complaints on the same property within a five year period, the property will be removed from the Section 8 program.

- D. Special Inspection – An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Quality Control Inspection – Quality Control Inspection: KCDC or the Third party vendor will conduct Quality Control Inspections. The records will be drawn in an unbiased manner and reviewed by a KCDC or an independent inspector’s supervisor. The supervisor’s reinspected sample will be drawn from recently completed HQS inspections and will be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.
- G. Reinspection – KCDC may elect to do a reinspection to comply with 982.404(a) (3) to verify that all HQS deficiencies have been corrected. However, a reinspection is not necessary if KCDC can obtain verification through other means such as an owner’s certification that required repairs were made and then KCDC will verify that action at the next on site inspection. KCDC may elect to accept a self-certification signed by the owner and the tenant the repairs have been completed, except on initial inspections, life threatening inspections or if an inspection has more than ten deficiencies. If Independent Inspection Company or KCDC receive the completed self-certification form by the deadline date, the unit will pass inspection as of the date the completed form is received and the scheduled physical re-inspection will be cancelled.
- H. Remote Video Inspections (RVI’s)-KCDC or an Independent Inspection Group reserves the right to conduct Remote Video Inspections as needed. KCDC or an independent inspection group will follow the procedures laid out in PHI Notice 2020-31 to conduct the RVI.
- I. KCDC will not print inspection copies; these will be stored in the Third-party vendor’s database.

17.2 Owner And Family Responsibility

- A. Owner Compliance Enforcement with HQS or NSPIRE if applicable.
 1. The owner must maintain the unit according to HQS or NSPIRE if applicable. Detailed information regarding HQS is included in the participant’s briefing packet and the owner’s packet.
 2. If the owner fails to maintain the dwelling unit according to HQS or NSPIRE if applicable, KCDC will take prompt and necessary action to enforce the owner’s obligations. KCDC’s remedies for such breach of the HQS or NSPIRE if applicable include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
 3. KCDC will not make any housing assistance payments for a dwelling unit that fails to meet the HQS or NSPIRE if applicable, unless the owner corrects the defect within the period specified by KCDC and KCDC verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours or the HAP payment will cease. For other defects, the owner must correct the defect within no more than 30 calendar days (or any KCDC-approved extension). Owners and tenants must call to ask for extensions or extensions will not be granted.
 4. If an owner fails to correct HQS or NSPIRE if applicable deficiencies by the time specified, KCDC will abate housing assistance payments no later than the first of the month following the repair deadline date. KCDC will notify the family and the owner when abating the payments and will inform them of the abatement and the timeframe of non-compliance. If the owner makes the repairs and the unit complies with the HQS or NSPIRE if applicable within the required timeframe, KCDC will resume payment to the owner. KCDC will not make payments to the owner for the period of time the payments were abated. No retroactive payments will be made to the owner for the period of time the rent was abated for failed inspections that did not meet HQS or NSPIRE if applicable.
 5. If KCDC or an independent inspection agency is unable to gain access to the unit to clear the deficiencies, the owner’s Housing Assistance Payment will be abated.
 6. KCDC will not make Housing Assistance Payments on a new construction unit without a certificate of occupancy or a certificate of completion for a rehabilitated unit.
 7. KCDC may terminate assistance to a family because of any HQS or NSPIRE if applicable breach caused by the family.
 8. During any abatement period, the family continues to be responsible for their share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction. KCDC or an independent inspection agency, will inspect abated units upon notification the work has been completed.
 9. Pest Control Policy: The dwelling unit and its equipment must be free of vermin and rodent infestation. The unit is inspected before a tenant moves in and at least biennially. The independent inspector will determine owner and tenant responsibility for any cited deficiency.

10. Bed Bug Policy: If owner has prior bed bug clearance initially, the tenant will be responsible for the bed bug clearance.
 11. Pool Policy: KCDC will provide an addendum for both tenant and owner stating that no specific HQS or NSPIRE if applicable requirements are included for the pool other than failure to maintain the pool according to county/city/health department codes will result in an HQS or NSPIRE if applicable fail and no expressed liability will be construed from the HQS or NSPIRE if applicable inspection of the pool by KCDC or any subcontracted inspection company and the owner /resident will not hold KCDC liable in any way.
 12. When a structure type Mobile Home is installed on a solid foundation, the structure type will be changed to a house.
 13. Owners with units built before 1978 that are occupied or will be occupied with a child or children under six years of age, (excluding zero bedroom dwellings) must comply with HUD Lead Based Paint regulations at 24 CFR Part 35 and 982.401.
- B. Tenant Compliance enforcement with HQS or NSPIRE if applicable:
1. The family is responsible for a breach of the HQS or NSPIRE if applicable that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household, or a guest, damages the dwelling unit or premises (damage beyond ordinary wear and tear).
 2. If an HQS or NSPIRE if applicable breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. KCDC may give a short extension (not more than 48 hours) whenever the responsible party cannot be notified or it is impossible to eliminate the problem or execute the repair within a 24 hour period. In those cases where there is leaking gas or a potential fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by KCDC. If the emergency repair item(s) are not corrected in the time period required, KCDC will take prompt and vigorous action to terminate assistance.

For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any KCDC-approved extension).
 3. If KCDC or an independent inspection agency is unable to determine a unit's deficiencies have been completed, KCDC will abate the owner's payment until the deficiencies are cleared and take prompt action to enforce family obligations following the program requirements.

17.3 Exceptions To The HQS or NSPIRE if applicable Acceptability Criteria

KCDC has the following HQS requirements in addition to the minimum standards set by HUD:

- A. At least one window screen per room is required unless the unit has central air conditioning, or the room has an air conditioner;
- B. Fire extinguishers are required in unsprinklered multi-family dwellings;
- C. Written verification from a qualified electrical or mechanical personnel if problems are found or suspected;
- D. Doors are required for bedroom entrances;
- E. All bathroom doors must have locks;
- F. Ample closet space must be available in all units;
- G. Appliances must be reasonably clean;
- H. Painting required if walls are heavily marred or soiled;
- I. One dumpster per building for each building containing over four apartments and if refuse disposal facilities are determined inadequate;
- J. The heating system must be capable of maintaining a minimum of 70 degrees during cold weather;
- K. Storm door, if present, must be in good condition (closer, handles, glass, screen);

- L. Storm windows cannot be used as primary windows;
- M. No bars on at least one window per room if bars are present and there is no other egress;
- N. Minimum bedroom size of 70 square feet (7 X 10);

17.4 Time Frames And Corrections Of HQS or NSPIRE if applicable Fail Items

A. Correcting Initial HQS or NSPIRE if applicable Fail Items:

KCDC, or an independent inspection agency, will conduct an initial inspection of the unit within a reasonable period after the family submits a Request for Tenancy Approval and the owner and family indicate the unit is ready for inspection. The owner and participant will be notified of the results of the inspection. If the unit fails HQS or NSPIRE if applicable the owner and the participant will be advised to notify KCDC or an independent inspection agency, to schedule a re-inspection when the repairs have been properly completed. Once the unit passes the inspection, KCDC or an independent inspection agency will notify the owner and participant of the results.

B. HQS or NSPIRE if applicable Fail Items for Units under Contract:

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s). If the unit fails HQS or NSPIRE if applicable, the owner and the participant will be advised to notify KCDC or an independent inspection agency to reschedule a re-inspection when the repairs have been properly completed.

For re-inspections that are not for an initial inspection, a life threatening inspection or an inspection that has more than ten deficiencies, KCDC may accept an owner certification of completed repairs signed by the owner and the tenant. If Independent Inspection Company or KCDC receive the completed self-certification form by the deadline date, the unit will pass inspection as of the date the completed form is received and the scheduled physical re-inspection will be cancelled.

If the owner fails to correct the items that failed HQS or NSPIRE if applicable after proper notification has been given, KCDC will abate payment and terminate the contract. If KCDC abates the payment and terminates the contract, the owner cannot rent the unit to the same tenant or a new tenant until the HQS or NSPIRE if applicable violation has been corrected.

If the participant fails to correct HQS or NSPIRE if applicable failed items that are family caused after proper notification has been given, KCDC will terminate assistance for the family.

C. Time frames for Corrections:

1. Emergency repair items must be abated within 24 hours.
2. Refrigerator, range and oven, or a major plumbing fixture supplied by the owner that is not serviceable must be done within 72 hours.
3. Extermination of rodent infestation must be done within 72 hours.
4. Non-emergency items must be completed within (30) days of the initial inspection.

D. Extensions:

At the sole discretion of KCDC, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. Owner must call to ask for extension. If repairs are not completed within 60 days after the initial inspection date, KCDC will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside work for porches, steps, and sidewalks. Extensions may be granted for up to 120 days. Owners and tenants must call to ask for extensions or extensions will not be granted.

E. KCDC reserves the right to charge owners reasonable re-inspection fees if an owner notifies KCDC a repair has been made or the allotted time for repairs has elapsed and a re-inspection reveals that any deficiency cited in the previous inspection that the owner is responsible for was not corrected. The owner may not pass this fee on to the family.

17.5 Life Threatening Deficiencies/Emergency Fail Items

Life-threatening or emergency fail items are conditions which must be cured within 24 hours after written notice of the defects has been provided. Failure to do so may result in termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.

Life-threatening conditions/emergency fail items are defined as:

- A. Gas (natural or liquid petroleum) leak or fumes. A life-threatening condition under this standard is one of the following:
 - 1. A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking; or
 - 2. A strong gas odor detected with potential for explosion or fire, or that results in health risk if inhaled.
- B. Electrical hazards that could result in shock or fire. A life-threatening condition under this standard is one of the following:
 - 1. A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed;
 - 2. A light fixture is hanging by its wires;
 - 3. A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day to day use of the unit;
 - 4. A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed;
 - 5. A receptacle (outlet) or switch has a missing or damaged cover plate and electrical connections or wires are exposed;
 - 6. An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses;
 - 7. A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections;
 - 8. Any nicks, abrasions, or fraying of the insulation that expose conducting wire;
 - 9. Exposed bare wires or electrical connections;
 - 10. Any condition that results in openings in electrical panels or electrical control device enclosures;
 - 11. Water leaking or ponding near any electrical device; or
 - 12. Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition.
 - 13. Electrical outlet smoking or sparking
- C. Inoperable or missing smoke detector. A life-threatening condition under this standard is one of the following:
 - 1. The smoke detector is missing; or
 - 2. The smoke detector does not function as it should.
 - 3. Where there is not at least one working smoke alarm on each floor.
- D. Interior air quality. A life-threatening condition under this standard is one of the following:
 - 1. The carbon monoxide detector is missing; or
 - 2. The carbon monoxide detector does not function as it should.
- E. Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting. A life-threatening condition under this standard is one of the following:
 - 1. The chimney or venting system on a fuel fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gases;

2. A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside;
 3. A fuel fired space heater is not properly vented or lacks available combustion air;
 4. A non-vented space heater is present;
 5. Safety devices on a fuel fired space heater are missing or damaged; or
 6. The chimney or venting system on a fuel fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged which may cause improper or dangerous venting of gases.
- F. Lack of alternative means of exit in case of fire or blocked egress. A life-threatening condition under this standard is one of the following:
1. Any of the components that affect the function of the fire escape are missing or damaged;
 2. Stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency; or
 3. The building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency.
- G. Other interior hazards. A life-threatening condition under this standard is a fire extinguisher (where required) that is missing, damaged, discharged, overcharged, or expired.
- H. Deteriorated paint, as defined by 24 CFR 35.110, in a unit built before 1978 that is to be occupied by a family with a child under 6 years of age. This is a life-threatening condition only for the purpose of a condition that would prevent a family from moving into the unit. All other lead hazards reduction requirements, including the timeline for lead hazard reduction procedures, still apply including units where a child under the age of six has a confirmed Elevated Blood Lead Level (EBLL) that has been identified.
- I. No hot or cold Water
- J. Owner provided Utilities
- K. Inability to maintain adequate heat at 70 degrees
- L. Major plumbing leak
- M. Broken Lock(s) on first floor doors or windows
- N. Broken windows that allow weather elements into the unit
- O. Unusable commode when only one commode is present in a unit
- P. Security risks such as broken doors or windows that allow intrusion
- Q. Other conditions that pose an immediate threat to health and safety

17.6 Abatement

When a unit fails to meet HQS or NSPIRE if applicable and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required time frame, the rent for the dwelling unit will be abated.

For tenant-caused HQS or NSPIRE if applicable deficiencies, the owner will not be held accountable for tenant related repairs. The tenant is held to the same standard and time frames for correction of deficiencies as owners. If repairs are not completed by the deadline, KCDC will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

18. Reexamination

18.1 Changes In Lease Or Rent

If the participant and owner agree to any changes in the lease after the initial lease term (1 year), the owner must make the request 60 days prior to the end of the lease period which is usually the reexamination date. The lease, including any changes,

must be according to this Administrative Plan. Owners must notify KCDC and the tenant of any changes in the amount of the rent at least sixty (60) days before the changes go into effect (reexamination date). If the owner is eligible for a rent increase, only one increase per year will be permitted. If the rent increase is requested after reexamination, the owner may be required to wait until the next reexamination date to increase the rent. Any such changes are subject to KCDC determining them to be reasonable. KCDC reserves the right to only allow a 10% increase in a one year period without substantial upgrades to the property since the last inspection. If an owner has failed to request a rent increase in three (3) or more consecutive years from the initial lease signing date, a rent increase of up to 20% of the current contract rent may be considered. Assistance shall not be continued unless KCDC has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

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

KCDC reserves the right to mail the Tenancy addendum (form 52641-A) and the Housing Assistance Payments Contract (form 52641) to owners for signature as needed.

18.2 Annual Reexamination

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

KCDC will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. KCDC has the option to send the annual reexamination packets by the United States Postal Service. The reexamination packet will be sent to the tenant and required to be returned, with all the required documents, within 14 days. Failure to do so, will require the tenant to come to the office to complete the reexamination packet. At tenant request, KCDC may scan and e-mail the recertification packet to the tenant with the stipulation the packet must be returned within 14 days from the sent e-mail date. KCDC reserves the right to require online reexaminations.

The family will provide all information regarding income, assets, expenses and other information necessary to determine the family's share of rent. If the household claims they have zero income, all adult members will be required to fill out the zero income questionnaire excluding the spouse of the head of household if they are also reporting no income. If one adult member of the family has income and the other adult does not, the other adult member will be required to fill out the income questionnaire.

KCDC reserves the right to conduct annual reviews of low income families' income for eligibility requirements every three years. After the initial review of any family with a fixed income as defined by the HUD Secretary, KCDC may conduct subsequent reexaminations every three years as opposed to every year. Family will certify that income consists of fixed income at a level defined by the HUD Secretary.

The family will sign a HUD consent form and other consent forms that later will be mailed to the sources that will verify family circumstances. Upon receipt of verification, KCDC will determine the family's annual income and will calculate their family share.

NOTE: KCDC will revise what is included in Annual Income set forth in 5.609 and 5.611 for Adjusted income once Section 102 of HOTMA and Section 104 of HOTMA become effective. Also 982.516 family assets will be implemented once HOTMA is finalized.

18.2.1 Effective Date of Rent Changes for Annual Reexamination

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

18.2.2 Missed Appointments

If the family misses the scheduled reexamination appointment and fails to reschedule the appointment, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. If a second appointment is scheduled and the family misses the second appointment, the tenant must request an informal hearing. The hearing officer may allow the tenant to sign a statement of understanding that states if they miss another appointment, the assistance will automatically terminate.

If the assistance is terminated due to tenant not showing for appointment and the family contacts KCDC to dispute the termination, one more chance may be given, if the family can provide proof of an acceptable reason she/he missed the appointment.

18.3 Interim Reexaminations

Interim reexaminations of the tenant's portion of rent will be made at the request of the tenant due to changes in family income or other relative circumstances. Families may request an interim based on a decrease in income for any reason. The decrease must be in effect 30 days or more before the change can be made. Once a family requests a rent change that results in a reduction in the tenant portion of rent, the family may be reclassified as a Special Reporter as defined in Section 14.4 and all subsequent changes occurring prior to the next annual reexamination must be reported to KCDC within ten (10) days of occurrence. KCDC will adjust the housing assistance payments according to these verified changes. At each interim, when there is a reduction in income, KCDC will access the EIV system to run the New Hires Report.

Tenants are required to report all changes in family composition at the time of occurrence, even if the tenant portion of rent is not affected. When warranted, adjustments will be according to regulations. If the unit size is affected by the change in family composition, a voucher for the appropriate size unit will be issued at the time of the annual reexamination.

During an interim reexamination, only the information affected by the changes reported will be reviewed and verified. KCDC will not re-verify the income of other family members.

Any increase in family income due to employment must be from employment lasting more than thirty (30) days.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations unless they are on special reporting as defined in Section 14.4.

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

- A. A member has been added to the family through birth, adoption or court-awarded custody;
- B. A household member is leaving or has left the family unit;

If the family member is an adult, the tenant must have proof where the moving adult will reside. Proof may include a picture ID that matches the new address, a change of address form, a lease or bills showing the new address. If a child is being removed, KCDC requires proof where the child will reside such as school documentation or custody papers, food stamp (if applicable) verification the child has been removed from the food stamp case, or as a last resort, a notarized statement who will have custody of the child.

- C. Family breakup;

In circumstances of a family break-up, KCDC will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued;
2. The interest of the minor children or of ill, elderly, or disabled family members;
3. In regards to custody of the child when there is a family split, the person who receives residential custody will be the person considered to have custody of the child when determining voucher size. Under extenuating circumstances notarized statement will be permitted.
4. Whether the assistance should remain with the family members remaining in the unit; or
5. Whether the family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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

Because of the number of possible different circumstances in which a determination will have to be made, KCDC will make determinations on a case-by-case basis.

KCDC will issue a determination within ten (10) business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 19.

If an adult is added to the lease, they will be required to sign a lease addendum with the owner of the property to be added to the lease. To add a household member other than through birth or adoption, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their original Social Security card within ten (10) days and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. KCDC will determine the eligibility of the new member before allowing the person(s) to be added to the lease. The person will not be added until the eligibility is determined and the original Social Security card is obtained. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, KCDC will grant approval to add their name to the lease. The tenant must provide documentation from the owner that the person to be added can be added to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be according to paragraph below 17.4.1.

D. Earned Income Disallowance families:

Tenants whose disabled family member's income is being disallowed under the Earned Income Disallowance provision must attend an interim reexamination at the end of the 12 cumulative month's 100% disallowance and again at the end of the next 12 month cumulative month's 50% disallowance.

Effective January 1, 2024, HOTMA properly and correctly removed the statutory authority for Earned Income Disallowance (EID), so HUD cannot retain the disallowance once the statutory change is in effect, which will be upon the effective date of this final rule. However, HUD agrees that if a family is receiving a disallowance of increase in annual income in accordance with §§ 5.617(c) and 960.255(b) on this final rule's effective date, participants should be able to benefit from EID for the full 24 months. Therefore, this final rule retains the regulations for EID for this time period. However, the EID will be available only to families that are eligible for and participating in the program on the effective date of the final rule; no new families may be added.

E. Death of a Participant:

In regards to the death of a participant – HAP will cease at the end of the month that the Head of House deceased. If there are minor children in the house, the voucher may be obtained by an eligible guardian of the minors or if there is another adult on the lease, the voucher may be obtained by the adult, except in the case of a live-in aide. The live-in aide cannot obtain the voucher to remain in the unit.

For Deceased Head of Household transfers, the process will be as follows:

1. In order to transfer the voucher to another adult household member, the transfer must be completed within 30 days from the date of the deceased head of household's death or the voucher automatically terminates.
2. In order to transfer the voucher to a person who gains guardianship of any minor children in the household, the transfer must be completed within 90 days from the date of the deceased head of household's death or the voucher automatically terminates.

F. Online Reexaminations and Interim Reexaminations – KCDC reserves the right to require online Annual Reexaminations and online Interim Reexaminations

NOTE: KCDC will revise what is included in Annual Income set forth in 5.609 and 5.611 for Adjusted income once Section 102 of HOTMA and Section 104 of HOTMA become effective. Also 982.516 for interim reexaminations will be implemented once HOTMA is finalized.

18.4 Special Reexaminations

KCDC will make a determination if a tenant should be classified as a special reporter. Unstable income is defined as income that is expected to change or end in the next 12 months. If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, KCDC will require their status to be a special reporter. When one member of the family has stable income but the other adult member of the family does not, the family will be a special reporter until both adult members of the household have stable income. If a family has income over \$14,500 or if a family head of house has income from SS, SSI or Pension regardless whether the family has a spouse or other co-head without income, they will be an annual and not a special reporter. Any new or additional income must be reported within ten days to KCDC. If a tenant fails to report their change of income during their special reporter status, they will be charged with a retroactive back-charge and may risk losing their assistance. If the household claims they have zero income, all adult members will be required to fill out the zero income questionnaire excluding the spouse of the head of household if they are also reporting no income. If one adult members of the family has income and the other adult does not, the other adult member will be required to fill out the income questionnaire.

18.4.1 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Families may request an interim based on a decrease in income for any reason. The decrease must be in effect for 30 days or more before the change can be made. Upon such request, KCDC will take timely action to process the interim reexamination and recalculate the family share. In the case of a newly sign lease, no income change can be made for 30 days from the lease sign date.

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed. This may cause a back payment to the owner for the tenant's reduction in tenant share of rent.

If the new rent is a reduction and the family caused the delay or did not report the change timely, the change will be effective the first of the month after the rent amount is determined. KCDC will run a New Hires report from EIV system when there is a request for a reduction in rent.

18.5 Retroactive Charges

Retroactive charges will be assessed in all cases where the proper rent or monthly payment has not been charged for whatever reason, except KCDC error. Retroactive charges shall be assessed for the total amount that should have been paid had the proper information been received by KCDC and/or the proper rent or monthly payment charges made. The tenant will be terminated from the program in cases of misrepresentation. If the amount of the retroactive charge is more than \$2400, a repayment agreement will not be executed and the tenant will be terminated. If the amount of the retroactive charge is more than \$2400, the tenant will be terminated.

In cases of termination, a tenant will have a right to an informal hearing. At this time, they can agree to pay the full amount owed if there is not a current active repay agreement or pay the amount down to \$2,400. Anyone with charges of \$2,400 or less may be allowed to enter into an agreement to pay, if there is not a current repay agreement, and depending upon the amount owed, may have up to 24 months to pay. If a tenant signs a repay agreement and defaults, the assistance will be terminated. The tenant may request a hearing. The hearing officer may allow them to enter into a statement of understanding stating if they ever miss another payment, their assistance will terminate automatically with no opportunity for a hearing. Failure to enter into the agreement will result in termination of assistance. Failure to show for the appointment to sign the promissory agreement will result in termination of assistance.

The household may not enter into more than one (1) repay agreements during program participation. If a tenant is terminated for failing to sign or pay on a promissory and wants to reapply, the amount must be paid in full and the family must prove they have lived in the community for three (3) years in good standing before an application can be submitted for any KCDC Section 8 program. If the applicant files a bankruptcy to dismiss the amount owed to KCDC, the applicant must provide proof they have lived in the community in good standing for three (3) years.

If a family's income wasn't reported and the unreported income would have caused KCDC to stop housing assistance payments and the family to pay all their own rent for six months, KCDC will calculate the rent, calculate a back charge and terminate assistance after a 30 day notice since the HAP should have stopped six months after the last housing assistance payment to owner.

Participants requesting to exercise portability (outside KCDC's jurisdiction) must pay any monies owed in full prior to being issued a portability voucher

19 Termination Of Assistance To The Family By KCDC

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

- A. If the family or any family member violates any family obligations under the program;
- B. If the family or a family member fails to sign and submit consent forms;
- C. If the family or a family member fails to establish citizenship or eligible immigration status and is not eligible for or does not elect continuation of assistance, proration of assistance, or temporary deferral of assistance. If KCDC determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizen listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
- D. If any family member has ever been evicted from public housing;
- E. If KCDC has ever terminated assistance under the Voucher Program for any family member;
- F. If any family member or guest of the resident as well as any person under the resident's control commits or engages in drug-related or violent criminal activity on or near the premises; has weapons or illegal drugs seized by a law enforcement officer; or manufactures methamphetamine on the premises; For three day evictions a police report is required from the owner.
- G. If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program. If a family is terminated for fraud, they cannot reapply for assistance until they pay (if applicable) what they owe and they have lived in the community for a period of three years without fraud or any corrupt or criminal activity.
- H. If any family member currently owes rent or other amounts to KCDC or to another housing agency in connection with Section 8 or public housing assistance under the 1937 Act;
- I. If the family or any family member has not reimbursed any housing agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- J. If the family breaches an agreement with KCDC to pay amounts owed to a housing agency or amounts paid to an owner by a housing agency.
- K. If any family member has engaged in or threatened abusive or violent behavior toward housing agency personnel;
- L. If any household member is registered under a sex offender registration program;
- M. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by KCDC to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- N. A family may be terminated if the family commits any serious or repeated violation of the lease. A family who causes \$500 in damages to a unit or commits any serious or repeated violations of the lease may be terminated from the Section 8 Housing Choice Voucher Program and will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or without eviction for any serious or repeated violations of a lease to establish eligibility for KCDC assisted housing. The proof of the \$500 in damages will be derived from court documentation provided by the property owners. The damage documentation must be provided to KCDC within 30 days of move-out. During court negotiations, the family's assistance may not be terminated.

If the final outcome determines the family owes more than \$500 in damages, the family assistance may be terminated. If the family receives an agreement through court proceedings to repay the owner for damages, the family assistance may not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation within 30 days, the assistance may be terminated at that time. If no court negotiations are necessary to determine damages

and the family and owner negotiate a repay agreement, the family assistance may not be terminated; however, if the family defaults on the repay agreement and the owner can provide documentation of the default, the family assistance may terminate at that time.

A family who is evicted through court procedures for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family who is evicted through court procedures receives an agreement through court procedures to repay the owner for rent or the court procedure is dismissed, the family assistance may not be terminated through KCDC. If the family defaults on the repay agreement through the courts and the owner provides documentation of the default within 30 days, the assistance may be terminated at that time. The family may be ineligible for KCDC assisted housing for three years from the date of termination. After three years, to establish eligibility for KCDC assisted housing, the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease.

Per HUD regulations, all housing terminations and debts owed will be added in the Debts Owed and Termination section of Enterprise Income Verification (EIV) system.

- O. If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC will consider the family to have violated a family obligation and their assistance may be terminated. If the family calls to request an informal hearing to dispute the termination, one more chance may be given and the family may be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance. KCDC reserves the right to charge a missed appointment fee.
- P. If the family misses their scheduled recertification appointment and fails to reschedule the appointment, KCDC will consider the family to have violated a family obligation and their assistance may be terminated. If a second appointment is scheduled and the family misses the second appointment, the tenant must request an informal hearing. The hearing officer may allow the tenant to sign a statement of understanding that states if they miss another appointment, the assistance will terminate. Once a statement of understanding is signed, it will remain in effect for 24 months.

If the assistance is terminated due to the tenant not showing for their appointment and the family contacts KCDC to dispute the termination, one more chance may be given, if the family can provide proof of an acceptable reason she/he missed the appointment.

- Q. Misrepresentation: if, at any time, KCDC learns that a tenant made any misrepresentation to be eligible for assistance, the tenant's assistance may be terminated. A tenant's misrepresentation that results in a lower portion of tenant rent than should have been paid will result in the tenant being required to pay the difference between that amount and the amount that should have been paid. In justifiable cases, KCDC may take such action as it deems reasonable.

19.1 Victim of Domestic Violence, Economic Abuse, or Technological Abuse

In accordance with the Violence Against Women Act (VAWA), KCDC will not terminate a tenant's assistance who is a certified victim of an actual or threatened incident of domestic abuse as defined by the Act. Also, KCDC will not terminate a tenant's assistance who is a certified victim for criminal activity that is directly related to domestic abuse. KCDC may terminate a tenant's assistance who is a victim if there is an actual and immediate threat of harm to others or for other lease violations not based on domestic, economic, or technological abuse. KCDC may terminate assistance if, after the tenant removes the abuser from the lease, the tenant allows the abuser to move back in.

KCDC will give a tenant 14 business days after written request to certify victim status either by:

1. Completing and submitting to KCDC the HUD certification form 5382 (which is available at the Section 8 office); or
2. Providing KCDC with 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 domestic, economic, and/or technological abuse or the effects of the abuse (this certification must be sworn under penalty of perjury); or
3. Producing a Federal, State, or local police or court record.

Definitions as used in this Policy:

- A. Domestic Violence - The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who:
 1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
3. shares a child in common with the victim; or
4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

B. Economic Abuse:

The term 'economic abuse', in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—

1. restrict a person's access to money, assets, credit, or financial information;
2. unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
3. exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

C. Technological Abuse:

The term 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

KCDC will provide the following documents at the time of leasing for new tenants, when a Notice to Vacate/Termination of Assistance has been issued and/or when an applicant has been denied housing assistance:

1. Notice of Occupancy Rights (HUD-5380),
2. Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, and Alternate Documentation form (HUD-5382), and a
3. Comprehensive listing of assistance providers within the Knoxville area.

D. Dating violence means violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship;
 - b. The type of relationship; and
 - c. The frequency of interaction between the persons involved in the relationship

E. Domestic violence includes:

1. felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
2. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

F. Sexual assault means:

1. any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

E. Stalking means:

1. engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. Fear for the person's individual safety or the safety of others; or
 - b. Suffer substantial emotional distress.

KCDC maintains an Emergency Transfer Plan and an Emergency Transfer Request form for existing tenants. Additionally, KCDC actively refers victims of domestic violence to the Knoxville Family Justice Center which houses multiple agencies that provide coordinated services to victims of domestic, economic, or technological abuse.

Any current tenant who is a victim of domestic, economic, or technological abuse will be allowed the opportunity for an emergency relocation upon completing the Relocation Request Form HUD-5383. A domestic, economic, or technological abuse victim will have 60 days to use the voucher for relocation and may be permitted an extension of 60 additional days upon request.

C. Additional VAWA Protections:

1. Prohibition on Retaliation:

It is illegal for a public housing agency (PHA) or owner or manager of covered housing to discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because that person testified, assisted, or participated in any related matter. It is illegal for a PHA or owner or manager of covered housing to coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.

2. Right to Report Crime and Emergencies:

Landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. This also prohibits penalizing or threatening to penalize persons because they request assistance or report criminal activity of which they are a victim or otherwise not at fault under the laws or policies adopted or enforced by "covered governmental entities."

3. This provision further requires that covered governmental entities report on their laws or policies, or their subgrantees' laws or policies, that penalize protected persons based on requests for law enforcement or emergency assistance or based on criminal activity that occurred at a property.⁸ These entities must also certify compliance with these protections or explain how they will come into compliance or ensure compliance among subgrantees within 180 days of submitting the report to HUD.

KCDC maintains an Emergency Transfer Plan and an Emergency Transfer Request form for existing tenants. Additionally, KCDC actively refers victims of domestic violence to the Knoxville Family Justice Center which houses multiple agencies that provide coordinated services to victims of domestic, economic, or technological abuse.

Any current tenant who is a victim of domestic, economic, or technological abuse will be allowed the opportunity for an emergency relocation upon completing the Relocation Request Form HUD-5383. A domestic, economic, or technological abuse victim will have 60 days to use the voucher for relocation and may be permitted an extension of 60 additional days upon request.

20. Complaints, Informal Reviews For Applicants, Informal Hearings For Participants

20.1 Complaints

KCDC will investigate and respond to complaints by participant families, owners, and the public. KCDC may require that complaints be put in writing. Anonymous complaints are investigated to the extent possible.

If a family has an HQS or NSPIRE if applicable complaint, they must call the owner. For non-emergencies, the family should send the complaint in writing to the owner and KCDC.

20.2 Informal Review For Applicant

A. Informal Review for the Applicant:

KCDC will give an applicant for participation in the Section 8 Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for KCDC's decision. The notice will state that the

applicant may request an informal review with a KCDC hearing officer within ten (10) business days of the denial and will explain who to contact and how to obtain the informal review.

B. When an Informal Review is Not Required:

KCDC will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under KCDC subsidy standards;
2. A determination not to approve an extension or suspension of a voucher term;
3. A determination not to grant approval to lease a unit under the program or to approve a proposed lease;
4. A determination that a unit selected by the applicant is not in compliance with HQS or NSPIRE if applicable;
5. A determination that the unit is not in compliance with HQS or NSPIRE if applicable because of family size or composition;
6. General policy issues or class grievances;
7. Discretionary administrative determinations by KCDC; or
8. If an applicant fails to show for their appointment for an informal review, they cannot reschedule after the missed appointment date. If they try to come in after the missed appointment date, they will not be seen and the denial of assistance will be upheld. Rescheduled appointments may be approved due to unforeseen circumstances only.

C. Informal Review Process:

KCDC will grant an applicant an opportunity for an informal review of KCDC decisions denying assistance to the applicant. The procedure is as follows:

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

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

The applicant family may request that KCDC provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the Notice of Denial or Termination of Assistance or within 30 days of receipt of the INS appeal decision.

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

E. Informal Review Procedures for Denial of Assistance on the Basis of Drug Activity:

In determining whether to provide assistance, KCDC will consider verifiable evidence of whether the household member(s):

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

F. KCDC may make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates the individual is not suitable for tenancy and KCDC has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, is what is relevant for admission and tenancy decisions.

- G. In the cases described in paragraphs 16.2(C)(D)(E) and (F) of this Section, KCDC will notify the family that the family may ask for an explanation of the basis of KCDC's determination.

20.3 Informal Hearings For Participants

A. When a Hearing is Required:

1. KCDC will give a participant family an opportunity for an informal hearing to consider whether the following KCDC decisions relating to the individual circumstances of a participant family are according to the law, HUD regulations, and KCDC policies:
 - a. A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment;
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from KCDC's utility allowance schedule;
 - c. A determination of the family unit size under KCDC subsidy standards;
 - d. A determination that a Housing Choice Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under KCDC occupancy standards, or KCDC determination to deny the family's request for an exception from the standards;
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act;
 - f. A determination to terminate the rental assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under KCDC policy and HUD rules.
2. In cases described in paragraph 16/3(A) of this Section, KCDC will give the opportunity for an informal hearing before KCDC terminates housing assistance payments for the family..
3. If a tenant fails to show for their appointment for an informal hearing, they cannot reschedule after the missed appointment date. If they try to come in after the missed appointment date, they will not be seen and the termination will be upheld. A tenant may be rescheduled due to unforeseen circumstances only.

NOTE: KCDC reserves the right to conduct Informal Hearings for Participants telephonically, via video-conferencing, web cast or through other virtual platforms absent a request by a party for an in-person hearing. KCDC will ensure that electronic information stored or transmitted is secure and meets the requirements for accessibility for persons with disabilities and persons with LEP. KCDC will follow guidance outlined in PIH notice 2020-32.

B. When a Hearing is Not Required:

KCDC will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by KCDC;
2. General policy issues or class grievances;
3. Establishment of KCDC's schedule of utility allowances for families in the program;
4. A determination not to approve an extension or suspension of a voucher term;
5. A determination not to approve a unit or lease;
6. A determination that an assisted unit is not in compliance with HQS or NSPIRE if applicable. (However, KCDC may provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS or NSPIRE if applicable caused by the family);
7. A determination that the unit is not in compliance with HQS or NSPIRE if applicable because of the family size;
8. A determination by KCDC to exercise or not exercise any right or remedy against the owner under a HAP contract;
9. An existing tenant has signed a statement of understanding for missed appointments or missed inspections.

C. Notice to the Family:

1. In the cases described in paragraph 16/3(A) of this Section, KCDC will give the family prompt written notice that the family may request a hearing within ten (10) business days of the notification. The notice will:

- a. Contain a brief statement of the reasons for the decision; and
- b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within ten (10) business days of the notification. The letter will instruct the tenant how to ask for a hearing and who to contact

20.4 Informal Hearing/Review Procedures

KCDC, applicants and participants will adhere to the following procedures:

A. Discovery:

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

Note: The term document includes records and regulations.

3. If review/hearing had previously been decided through another review/hearing officer for the same violation, the tenant is not required to have another review/hearing.

B. Representation of the Family:

At its own expense, a lawyer or other representative may represent the family. Applicant/Tenant must provide a list of any representative or witness they will have at the review/hearing.

C. Review/Hearing Officer:

1. The review/hearing will be conducted by any person or persons designated by KCDC, other than a person who made or approved the decision under review or a subordinate of this person.
2. The person who conducts the review/ hearing will regulate the conduct of the review/hearing according to KCDC hearing procedures.

D. Evidence:

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

When reviewing evidence, KCDC will take into consideration how many arrests in a certain period of time, if convicted, how long ago, the preponderance of evidence meaning 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 the fact sought to be proved is more probable than not and credible evidence which would be provided by the police or court system such as drug raids, drugs found in dwelling units, evidence which is tied to the activity, arrest warrant issued, etc.

E. Issuance of Decision:

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

F. Effect of the Decision:

KCDC is not bound by a review/hearing decision:

1. Concerning a matter for which KCDC is not required to provide an opportunity for an informal review/hearing under this Section or that otherwise exceeds the authority of the person conducting the review or hearing under KCDC review/hearing procedures;
2. Contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law; or

3. If KCDC determines that it is not bound by a review/hearing decision, KCDC will notify the family within 14 calendar days of the determination and of the reasons for the determination.

G. Considering Circumstances in informal hearing:

In deciding whether to terminate assistance because of action or inaction by members of the family, KCDC may consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family member who were not involved in the action or failure. KCDC will also consider the effect on the community of the termination, or of KCDC's failure to terminate assistance, the effect of KCDC's decision on the integrity of the Section 8 program, the demand for housing by eligible families who will adhere to tenant responsibilities, the extent to which the tenant has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action and the length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.

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

If KCDC seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that KCDC provides notice to the family of KCDC's decision to deny or terminate assistance. If violation was older than one year, assistance may not be terminated but will be addressed on a case by case basis. In determining whether to terminate assistance for these reasons KCDC will consider evidence of whether the household member:

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

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

The participant family may request that KCDC provide for an informal hearing after the family has notification of the INS decision on appeal or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance or within 30 days of receipt of the INS appeal decision.

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

21. Termination Of The Lease And Contract

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

KCDC may terminate the HAP contract if it is determined there is insufficient funding. KCDC may terminate a HAP contract with a 30-day notice to the landlord and tenant after the date it is determined there is insufficient funding to continue the HAP contract. KCDC will terminate the tenants who have been on the program the shortest period of time, first. Homeownership participants, HUD VASH and Project Based Voucher participants will be the last terminated. KCDC will add the families being terminated back to the top of the waiting list starting with the Homeownership participants, Project Based Voucher participants, VASH participants, and the families terminated who had been on the program the shortest period of time will follow them on the waiting list. Once funding resumes, the families will be offered a voucher based on the above status of the waiting list. KCDC will not terminate any vouchers until it has exhausted all other funding shortfall measures to avoid terminations.

A. Termination of the Lease

1. By the family:
 - a. The family may terminate the lease without cause upon proper notice to the owner and to KCDC after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

- b. When KCDC receives a 30-day notice, if the notice was received on the first day of the month the notice will end the last day of that month. If the notice is signed after the first day of the month the notice will end the last day of the next month.
2. By the owner:
- a. The owner may terminate the lease during its term on the following grounds:
 - i. Serious or repeated violations of the terms or conditions of the lease;
 - ii. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
 - iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises; For a three day eviction/termination of the lease, the landlord must provide a police report to go with the three day eviction/termination of the lease.
 - iv. Any drug-related or violent criminal activity on or near the premises;
 - v. Other good cause. Other good cause may include, but is not limited to:
 - 1.) Failure by the family to accept the offer of a new lease;
 - 2.) Family history of disturbances of neighbors or destruction of property; living or housekeeping habits resulting in damage to the property or unit;
 - 3.) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - 4.) A business or economic reason, such as sale of the property (after the initial lease term), or extensive renovation of the unit.
 - b. During the initial first year of the lease, the owner may not terminate tenancy except for other good cause as stated previously, unless the tenant has violated the lease;
 - c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give KCDC a copy of any vacate notice to the tenant at the same time the owner gives the notice to the tenant.
 - d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
 - e. An owner /manager may bifurcate a lease in order to evict any individual who is a tenant or lawful occupant of the unit who engages in criminal activities directly related to domestic violence, dating violence, sexual assault or stalking against an affiliated individual or other individual. The VAWA law mandates that if such bifurcation occurs, and the removed tenant or lawful occupant was the sole tenant eligible to receive Section 8 assistance, KCDC, the owner, manager shall provide any remaining tenant the opportunity to establish eligibility for the Section 8 program. If the remaining tenant cannot establish eligibility, KCDC, the owner or manager is required to provide a tenant reasonable time (usually 30 days) to find new housing or to establish eligibility under other housing.
3. By Mutual Agreement:
- The family and the owner may at any time mutually agree to terminate for extraordinary circumstances. The extraordinary circumstances must be approved by a supervisor.

B. Termination of the Contract:

- 1. Automatic termination of the contract:
 - a. If KCDC terminates assistance to the family, the contract terminates automatically;
 - b. If the family moves out of the unit, the contract terminates automatically;
 - c. If 180 calendar days after the last housing assistance payment to the owner has passed; and
 - d. HAP terminates the month the tenant becomes deceased.
- 2. Termination of the contract by owner:

The owner may only terminate tenancy according to the lease and state and local law.
- 3. Termination of the HAP contract by KCDC:

KCDC may terminate the HAP contract because:

- a. The unit does not meet HQS space standards because of an increase in family size or change in family composition;
- b. The unit is larger than appropriate for the family size or composition under the regular Housing Choice Voucher Program;
- c. When the family breaks up and KCDC determines that the family members who remain in the unit are not eligible to receive the assistance; or
- d. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit according to HQS or NSPIRE if applicable.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act;
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - v. If the owner has engaged in drug-related criminal activity, drug trafficking, or any violent criminal activity. This includes conviction of manufacturing or producing methamphetamine (speed).
 - vi. If the owner is registered under a sex offender registration program.
 - vii. Failure of an owner to report a deceased tenant is a breach of the HAP contract; or
 - viii. If KCDC finds at an initial lease or recontract of a unit that the owner is more than one year in arrears on his/her state or local property taxes.
- e. KCDC may terminate the HAP contract if it is determined there is insufficient funding. Insufficient funding means KCDC would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year due to insufficient budgetary allocations (including any available HAP reserves) for housing assistance payments.

KCDC may terminate the HAP contract if it is determined there is insufficient funding. KCDC may terminate a HAP contract with a 30-day notice to the landlord and tenant after the date it is determined there is insufficient funding to continue the HAP contract. KCDC will terminate the tenants who have been on the program the shortest period of time, first. Homeownership participants, HUD VASH and project based voucher participants will be the last terminated. KCDC will add the families being terminated back to the top of the waiting list starting with the Homeownership participants, the VASH participants and the project based voucher participants. The families terminated who had been on the program the shortest period of time will follow them on the waiting list. Once funding resumes, the families will be offered a voucher based on the above status of the waiting list. KCDC will not terminate any vouchers until it has exhausted all other funding shortfall measures to avoid terminations.

4. Final HAP payment to owner:

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, KCDC will continue to make payments until the owner obtains a judgment or the family moves out. The owner must file a detainer warrant within five (5) days of the move-out date stated in the eviction notice.

If a tenant gives an owner a 30 day notice and does not move out, the owner may file a detainer warrant to remove the tenant from the property. If the owner does the proper court procedure and KCDC is required to pay the owner, KCDC will charge the days the tenant remained in the unit back to the tenant. If tenant does not pay KCDC, the tenant will be terminated from the rental assistance program.

5. Abandonment:

If a landlord discovers a unit is abandoned, the landlord cannot enter the unit for 30 days, therefore, KCDC will pay the Housing Assistance Payment through the thirty (30) day abandonment period.

22. Moderate Rehabilitation Program:

The Moderate Rehabilitation program was designed in 1978 to provide rental assistance for low income families. It was designed to be an expansion of the rental certificate program. The program was initially amended to permit moderate levels of rehabilitation to upgrade and preserve the nation's housing stock. It was repealed in 1991 and no new projects are authorized for development. Assistance is currently limited to properties previously rehabilitated pursuant to a Housing Assistance Payments (HAP) Contract between the owner and KCDC.

All requirements indicated previously in this administrative plan for the Housing Choice Voucher program also applies to the Section 8 Moderate Rehabilitation Program.

In addition to the inspection requirements as stated previously in this plan, KCDC will conduct a move out inspection if the owner intends to file a claim for special payment identified in the contract. Annual inspections will be conducted as stated previously in this administration plan.

Applications for the Moderate Rehabilitation Program will be accepted Monday-Friday between the hours of 8:00-2:00 at 400 Harriet Tubman Street, Knoxville, TN 37915.

22.1 Claims For Unpaid Rent and Damages:

Claims for such payment, if allowable under the Housing Assistance Payment (HAP) Contract, must be submitted by the owner to KCDC on the form entitled Claim for Payment within a time frame specified by KCDC. All such claims shall be reviewed and documented to confirm their accuracy in accordance with documentation procedures set forth below:

- A. Within five (5) days of the tenant vacating the unit, the owner must contact KCDC to request a move out inspection. It is recommended the owner inform the tenant of the move out inspection so the tenant can be present for the inspection.
- B. All claims for vacancy loss and damages must be requested by the property owner. Once requested, KCDC will process the claim for payment form and send to the property owner.
- C. All claims for damages must be accompanied by original, dated receipts for each item listed for payment. In lieu of returning receipts, the owner may sign the claim for payment form and accept KCDC base pricing for listed items.
- D. The owner must comply with the Tennessee Uniform Residential Landlord and Tenant Act, which states the property owner must within thirty (30) days from the date of move out, furnish the tenant a written statement showing the specific reason for withholding the rental deposit or any portion thereof.
- E. The owner must make a reasonable attempt to collect any claim from the tenant, before submitting the claim to KCDC for payment.
- F. The amount allowed for the claim will be determined by the following factors:
 1. Condition of the unit at the time of the move in inspection;
 2. Length of tenancy;
 3. Normal wear and tear;
 4. Personal items, furniture, drapes and appliances are not reimbursable under this policy.
- G. Under the Moderate Rehabilitation Program, if allowable under the Housing Assistance Payment contract, a vacancy loss claim may be permitted. A vacancy loss claim must have supporting documentation verifying that the property owner made a good faith attempt to re-rent the unit. (copies of newspaper advertisements, listing with KCDC, contacting KCDC for offer letters to be sent). If tenant in non-compliance with the lease, any claim paid by KCDC will need to be repaid by the tenant family in order for tenant to apply for future participation in any Federally assisted housing programs. A statement showing the amounts charged will be sent to the tenant at the last known address. If the tenant disputes the claim, they will have ten (10) days from the date of the statement to request a hearing to dispute the validity of the claim. KCDC will honor judgments through the courts up to the maximum liability under the HAP contract.

23. Choice-Mobility Rights

Under RAD PBRA residents have the right to move with tenant-based assistance after the later of 24 months from date of execution of the RAD PBRA HAP Contract or 24 months after the move-in date.

HUD allows PHAs to limit the number of Choice-Mobility moves under the PBRA program in two ways:

1. KCDC will not provide no more than one-third of its turnover vouchers to residents of RAD properties in any one year; and
2. KCDC will limit Choice-Mobility moves to no more than 15 percent of assisted units in each RAD property.

24. Operating Reserve Expenditures

Expenditures from the Operating Reserve Account for purposes other than Section 8 Housing Choice Voucher Program operation will require specific Board approval for individual expenditures exceeding \$84,000.

25. Operating Expenditures

KCDC's policy on access to public records is available online and include rules for inspection and duplication of records. The Schedule of Reasonable Charges (including production and labor charges) and the Frequent and Multiple Requests for Copies Policy promulgated by the Tennessee Comptroller of the Treasury, Office of Open Records Counsel, have been adopted by KCDC.

26. Non-sufficient Fund Charge

KCDC reserves the right to charge for any payment returned for non-sufficient funds. This will be considered non-payment for retro- rent or other charges, and a \$25 fee will be charged.

27. KCDC-Owned Housing

Units owned by KCDC and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. To comply with federal regulation, KCDC will make available through the briefing process both orally and in writing the availability of KCDC-owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

28. Employee Code Of Conduct

All employees of KCDC must abide by the KCDC employee Code of Conduct that is a supporting document to KCDC's Public Housing Agency Plan and is available in each KCDC location. The code of conduct is also available on the KCDC intranet and in each supervisor's office for each employee to view.

29. Document Authority

Requirements and procedures set forth in this document are applicable to the Section 8 Tenant-Based Voucher program, the Project Based Voucher program and the Moderate Rehabilitation Program administered by KCDC as specified herein. All the terms and conditions of this document shall be governed by the United States Housing Act of 1937, as amended; the Department of Housing and Urban Development's (HUD) Section 8 Regulations (Code of Federal Regulation 24); the Tennessee Uniform Residential Landlord and Tenant Act, where applicable, as well as all applicable federal, state, and local laws. This document is automatically superseded by any applicable change in these laws and will be revised periodically to reflect such changes.

KCDC may use any and all streamlining and expedited processes as allowed by HUD.

GLOSSARY

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

Absorption: In portability, the point at which a receiving housing agency stops billing the initial housing agency for assistance on behalf of a porting family.

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

Administrative Fee: Fee paid by HUD to KCDC for administration of the program.

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

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

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

Affiliated Individual with respect to an individual means:

1. A spouse, parent, brother, sister or child of that individual, or a person to whom that individual stands in place of a parent or guardian (for example, the person is a person in the custody, care or control of that individual, or
2. Any individual, tenant, or lawful occupant living in the household of that individual.

Allowances: Amount deducted from the household's annual income in determining annual income (the income amount used in the rent calculation). Allowances are given for elderly or disabled families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of KCDC.

Amortization Payment: In a manufactured home space rental or the Section 8 Home Ownership Program: The monthly debt service payment by the family to amortize the purchase price of the home.

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

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

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

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

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

Assets: See net family assets

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

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

Certificate: A document issued by a housing agency to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing agency approval of a unit selected by the family. The certificate also states the obligations of the family under the program. The Certificate Program ended August 12, 1999.

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

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

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

Citizen: A citizen or national of the United States.

Choice Mobility: Executed RAD/PBRA contracts allow residents to move with tenant-based assistance after the later of 24 months from the execution of the HAP contract or 24 months after the move-in date.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

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

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

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

Debts Owed to PHA’s and Termination Report: National Repository of families that owe debt to any PHA nationwide; and/or left a PHA program under negative circumstances.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards (HQS).

Department: The Department of Housing and Urban Development.

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

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

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

Disabled Person: See “person with disabilities”.

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

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

Drug Related Criminal Activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

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

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

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

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

Enterprise Income Verification (EIV) System: A HUD-provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and a benefit tool that matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

Employee Code of Conduct: Ethical and other conduct standards and responsibilities KCDC employees are to abide by to assure the proper performance of KCDC business and maintenance of confidence by the public in KCDC.

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

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

Extremely Low-Income Families: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD’s findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. HUD has set the one-person 30% of median income limit at least as high as the state SSI benefit level.

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

Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone and cable), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall be considered in determining family composition and family size);
2. An elderly family;
3. A near-elderly family;
4. A disabled family;
5. A displaced family;
6. A remaining member of a tenant family providing the meet all other criteria; and
7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family Members: Includes all household members except live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Self-Sufficiency Program (FSS Program): The program established by a housing agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Rent to Owner: The portion of rent to owner paid by the family.

Family Share: The portion of rent and utilities paid by the family.

Family Unit Size: The appropriate number of bedrooms for a family is determined by KCDC under KCDC's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in Section 8 to record information used in the certification and recertification process, and, at the option of KCDC, for interim reexaminations.

FMR/Exception Rent Limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, KCDC may adopt a payment standard up to the FMR/Exception Rent Limit.

Full-Time Student: A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross Rent: The sum of the rent to the owner plus utilities.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

HOTMA: The Housing Opportunity Through Modernization Act of 2016 (HOTMA) (Public Law 114–201) was enacted on July 29, 2016. Title I of HOTMA contains 14 sections that affect the public housing and Section 8 rental assistance programs.

Household Members: Includes all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing agency, which includes (1) a payment to the owner for rent under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 Housing Choice Voucher Program.

Housing Voucher: A document issued by a housing agency to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing agency approval of a unit selected by the family. The voucher also states the obligation of the family under the program.

Housing Voucher Holder: A family that has an unexpired housing voucher.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Agency: In portability, both: (1) a housing agency that originally selected a family that later decides to move out of the jurisdiction of the selecting housing agency; and (2) a housing agency that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing agency.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrants such a reexamination.

Jurisdiction: The area in which KCDC has authority under state and local law to administer the program.

Lease: A written agreement between an owner and tenant for leasing a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between owner and KCDC.

Legal Capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

A live-in aide is not entitled to the HCV as the remaining member of the tenant family.

After submitting a completed Reasonable Accommodation Request, staff will verify information with a 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, screen and add the live-in aide to the lease, and will disallow the income of the live-in aide if the 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 determines a live-in aide is needed full time.

If the 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 determines the tenant needs a part-time live-in aide, 982.420 (7) implies live in aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA.

When a reasonable accommodation request is granted for a live in aide or for an extra bedroom for medical equipment, the independent contract inspection company will validate at each inspection if the additional bedroom is still being used for the approved accommodation.

Low-income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufactured Home Space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical Expenses: Medical expenses, including medical insurance premiums and, when applicable, discounts received under a Medicare-approved discount drug card, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

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

Moderate Rehabilitation Program: The Moderate Rehabilitation program was designed in 1978 to provide rental assistance for low income families. It was designed to be an expansion of the rental certificate program. The program was initially amended to permit moderate levels of rehabilitation to upgrade and preserve the nation's housing stock. It was repealed in 1991 and no new projects are authorized for development. Assistance is currently limited to properties previously rehabilitated pursuant to a Housing Assistance Payments (HAP) Contract between the owner and KCDC.

Monthly Adjusted Income: One twelfth of adjusted income (see definition for adjusted income).

Monthly Income: One twelfth of annual income.

Moving to Work: The Moving to Work (MTW) demonstration permits participating state and local housing agencies to obtain broad waivers of federal rules governing the public housing and Housing Choice Voucher programs so they can test alternative policies related to work and other areas.

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

Near-elderly Family: A family whose head, co-head, spouse, or sole member, is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets:

1. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
3. In determining net family assets, housing agencies or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to

be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

NSPIRE: NSPIRE inspections are conducted mainly by contract inspectors and public housing agencies every one to three years, depending on a property's previous inspection score. NSPIRE inspections focus on deficiencies deemed to be the most important indicators of housing quality.

Occupancy Standards: The standards that KCDC establishes for determining the appropriate number of bedrooms, needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to KCDC's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by KCDC for the family (first day of initial lease).

Payment Standard: in a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, KCDC sets a payment standard in the range from 90% to 110% of the current FMR.

Person with Disabilities: A person who:

1. Has a disability as defined in Section 223 of the Social Security Act,

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, or In the case of an individual who attained the age of 55 and is blind and unable by reason of such 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, and
- c. is of such a nature that such ability could be improved by more suitable housing conditions, or

3. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

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: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

4. An individual who has a 51% or higher disability with a VA pension qualifies as a disabled person.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing agency.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Agency: In portability, a housing agency that receives a family selected for participation in the tenant-based program of another housing agency. The receiving housing agency issues a voucher and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

SAFMR: Small Area Fair Market Rents. SAFMR's may be adopted as exception payment standards for specified zip code areas in Knoxville/Knox County if deemed beneficial for the success of KCDC participants locating affordable housing.

Set-up Charges: In a manufactured home space rental, charges payable by the family for assembly, skirting, and anchoring the manufactured home.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Special Admission: Admission of an applicant that is not on KCDC's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperative (including mutual housing) home ownership option (if applicable), and manufactured homes (including manufactured home space rentals).

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards: Standards established by a housing agency to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by KCDC, from the time when the family submits a request for housing agency approval to lease a unit, until the time when KCDC approves or denies the request (also referred to as tolling).

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

THDA: Tennessee Housing Development Agency

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total Tenant Payment (TTP):

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted according to the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments that is so designated.
2. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Upfront Income Verification: KCDC will use HUD's Upfront Income Verification (UIV) tools, to the extent that tools/systems are available to KCDC, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to the following:

Enterprise Income Verification (EIV) System – A HUD provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and a benefit tool that matches Social Security (SS) to comparable tenant data from PIC and TRACS databases.

Utility Allowance: If the cost of utilities (except telephone and cable) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical, and sewer lines.

Utility Reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner.

VASH: (Veteran Affairs Supportive Housing) Vouchers

VAWA: Violence Against Women Act

Verification:

1. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
2. The three types of verification are
 - a. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.;
 - b. Documentation, such as a copy of a birth certificate or bank statement;
 - c. Family certification of declaration (only used when third-party or documentation verification is not available).

Very Low-income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing agency to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and a procedure for housing agency approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family holding a voucher with designated search time.

Waiting List Admission: An admission to KCDC's waiting list.

Welfare Assistance: Welfare or other payments to families or individuals based on needs, which are made under programs funded by federal, state, or local governments.

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

APPENDIX

TYPES OF VERIFICATION

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

VERIFICATION REQUIREMENTS FOR INDIVIDUAL ITEMS		
Item to be Verified	Third-Party Verification	Hand-Carried Verification
General Eligibility Items		
Social Security Number	Letter from Social Security Administration, electronic reports	Original Social Security card
Citizenship	Self-Declaration form signed	Signed certification, voter's registration card, birth certificate, etc.
Eligibility immigration status	INS SAVE confirmation number	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Part-time/Full-time student status (if over 18)	Letter from school	High School or College documentation evidencing enrollment
Need for a live-in aide	Letter from doctor or other medical professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, caregivers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution or self certification	Passbook, most current statements
Certificates of Deposit (CD), bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
VERIFICATION REQUIREMENTS FOR INDIVIDUAL ITEMS		
Item to be Verified	Third-Party Verification	Hand-Carried Verification
Stocks	Letter from broker or holding company	Stock or most current statement,
Real property	Letter from tax office, assessment, etc.	Property tax statement assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	Self-certification form	Original receipt and receipt at disposition, other evidence of worth

Income		
Earned income	Employer Report/electronic reports	Multiple pay stubs when tenant disagrees with UIV
Self-employed	Self certification calendar	Tax return from prior year, books of accounts
Regular gifts and contributions	Notarized statement from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, notarized statement from source, letter from Child Support Office/ Human Services office, electronic report	Child support record of deposits , divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports (computer matching) from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating whether: <ul style="list-style-type: none"> • Enrolled • Training is HUD approved • State or local program • It is employment training • Payments are for out- of-pocket expenses incurred to participate in a program 	N/A