

**A SPECIAL MEETING OF THE  
BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF  
SAN BERNARDINO**

TO BE HELD AT 715 EAST BRIER DRIVE  
SAN BERNARDINO, CALIFORNIA  
September 16, 2024 AT 1:00 P.M.

**AGENDA**

**PUBLIC SESSION**

- 1) Call to Order and Roll Call
- 2) Additions or deletions to the agenda
- 3) General Public Comment - Any member of the public may address the Board of Commissioners on any matter not on the agenda that is within the subject matter jurisdiction of the Board. To make a comment on a specific agenda item, you may do so during the meeting or, alternatively, please submit your comments via email by 1:00 p.m. on the Tuesday of the Board meeting. Comments should be limited to 250 words or less. Please submit your comments via web at <https://hacsb.com/board-of-commissioners/> or email at [publiccomment@hacsb.com](mailto:publiccomment@hacsb.com). Your comments will be placed into the record at the meeting. Efforts will be made to read the comments into the record, but some comments may not be read due to time limitations.

**DISCUSSION CALENDAR**

(Public comment is available for each item on the discussion calendar)

- 4) Receive the Executive Director's Report for September 16, 2024.  
(Page 1)
- 5) Adopt Resolution No. 202 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.  
(Pages 2-102)
- 6) Adopt Resolution No. 203 approving revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's Public Housing program.  
(Pages 103-107)

- 7) 1 – Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Scattered Affordable Portfolio, LLC for 236 scattered site units for a 15-year period from December 1, 2025, through November 30, 2040.
- 2 – Authorize and direct the Executive Director to execute and deliver the contract extension to Scattered Sites Portfolio, LLC, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 108-148)
- 8) 1 – Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for 64 scattered site units for a 15-year period from December 1, 2025, through November 30, 2040.
- 2 – Authorize and direct the Executive Director to execute and deliver the contract extension to Housing Partners I, Inc., and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 149-184)

## **CONSENT CALENDAR**

### APPROVAL OF CONSENT ITEMS: # 9-12

- 9) Adopt Resolution No. 201 approving FY 2024-2025 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2024.  
(Pages 185-197)
- 10) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on August 13, 2024.  
(Pages 198-203)
- 11) Approve and file Agency-wide Financial Statements through May 2024.  
(Pages 204-207)
- 12) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of June 2024.  
(Pages 208-214)

## **CLOSED SESSION**

- 13) **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Pursuant to Government Code Section 54956.9(d)(1)  
Kavonne Babbitt v. Housing Authority of the County of San Bernardino  
Case No. CIVSB2424086  
Superior Court of California, County of San Bernardino

- 14) **CONFERENCE WITH REAL PROPERTY NEGOTIATOR.**  
Pursuant to Government Code Section 54956.8  
Property: Loma Vista Apartments, 2575 Steele Rd. San Bernardino, CA 92408  
Agency Negotiator: Rishad Mitha, Deputy Executive Director and  
Fred Galante, Legal Counsel  
Negotiating Parties: Otto Ozen, Mogharebi Group, Broker and Aspen Group  
Under Negotiation: Price and terms of potential acquisition and lease
- 15) Individual Board member comments.
- 16) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California, 92408. The agenda and its supporting documents can be viewed online at <http://www.hacsb.com>. However, the online agenda may not include all available supporting documents or the most current version of documents.

If you challenge any decision regarding any of the above agenda items in court, you may be limited to raising only those issues you or someone else raised during the public testimony period regarding that agenda item or in written correspondence delivered to the Board of Commissioners at, or prior to, the public meeting.

It is the intention of the HACSB to comply with the Americans with Disabilities Act (ADA). If you require special assistance, HACSB will attempt to accommodate you in every reasonable manner. Please contact Cynthia Robinson at (909) 890-5388 at least 48 hours prior to the meeting to inform us of your particular needs.

HACSB ofrece asistencia idiomática gratis. Para ayuda con este documento, por favor llámenos al (909) 890-0644.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**September 16, 2024**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

**Executive Director's Report for September 16, 2024**

**RECOMMENDATION(S)**

Receive the Executive Director's Report for September 16, 2024.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.**

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

**FINANCIAL IMPACT**

This item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impact associated with this item.

**BACKGROUND INFORMATION**

The Executive Director's report summarizes ongoing initiatives of HACSB's strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by the U.S. Department of Housing and Urban Development.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 30, 2024.

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**September 16, 2024**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino

## **RECOMMENDATION(S)**

Adopt Resolution No. 202 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.**

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

## **FINANCIAL IMPACT**

Approval and implementation of the proposed revisions to the Administrative Plan may result in a \$3.2 million reduction in Housing Assistance Payments expenditures in the Housing Authority of the County of San Bernardino's (HACSB) Fiscal Year 2024-2025 budget.

## **BACKGROUND INFORMATION**

HACSB's Housing Choice Voucher (HCV) Administrative Plan outlines the adopted policies that govern the HCV program as well as other HACSB rental assistance programs. These programs provide rental subsidies for low-income families leasing homes in the private rental market or within HACSB owned properties. The Administrative Plan is required of all housing authorities administering an HCV program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The primary reasons for revising the Administrative Plan are to incorporate regulations under the Housing Opportunity Through Modernization Act of 2016 (HOTMA) published on May 7, 2024, Veterans Affairs Supportive Housing (VASH) Implementation Requirements published on August 13, 2024, Mainstream Program notice published on August 20, 2024, and MTW Plan provisions under the Streamlined Tiered Lease Assistance program for non-elderly and non-disabled households.

Other revisions have been made throughout the Administrative Plan to promote consistent application of policies and procedures. Since the Administrative Plan is continuously reviewed for compliance and efficiency, HACSB staff take the opportunity to make minor changes when material changes are brought to the board. Attached is a table summarizing the proposed

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs  
September 16, 2024

revisions along with the corresponding sections from the Administrative Plan with the redline changes.

To ensure alignment with HUD regulations and to promote program efficiency, it is recommended the Board adopt the resolution to approve the proposed changes to the Administrative Plan.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on September 4, 2024.

**HOUSING AUTHORITY RESOLUTION NO. 2024-202**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMINISTRATIVE PLAN  
GOVERNING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S RENTAL  
ASSISTANCE PROGRAMS**

**RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Administrative Plan which outlines regulations necessary to administer the Housing Choice Voucher subsidized programs on behalf of the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD requires public housing agencies to amend their Administrative Plan to incorporate changes and define policy relative to administration of the Housing Choice Voucher subsidized programs; and

**WHEREAS**, HACSB desires to amend its policies and procedures to incorporate new HUD regulations as well as revise language in other sections.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs, attached hereto as Exhibit "A" and incorporated by reference herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF SAN BERNARDINO        )       ss.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Monday, September 16, 2024.

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Secretary



### Summary of Administrative Plan Changes, September 16, 2024

Section	Topic	Change
3.7	Asset Limitation	Revises home ownership exception to remove manufactured homes
3.12.4	Housing Services Program Determination – Streamlined Fixed Lease Assistance for Career-Focused Families	Removes Streamlined Fixed Lease Assistance for Career-Focused Families to align with the MTW Plan
3.12.4.1 (New section 3.12.3.1)	Family Unification Program	Updates applicable program used for Family Unification Program participants and adds conditions under which the FUP designation will be removed for a participating household
3.14	Violence Against Women Act	Adds reference to the Violence Against Women Reauthorization Act of 2022
4.11.1	Reporting Changes in Family Composition	Adds information about the type of documentation that must be submitted to remove a family member from the household
5.5 and subparts	Household Composition Changes for Participants	Adds that foster children, foster adults and live-in aids must be approved before being added to the household and clarifies circumstances for denial of household additions
6.1.1	General Income Determination Requirements – Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supporting Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency Programs	Since HUD may be delaying implementation of HOTMA, the effective date of the exclusion of student financial assistance income as provided in the FY 2024 MTW Plan has been updated
6.2.3.8.1	Student Financial Assistance - Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supporting Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency Programs	Since HUD may be delaying implementation of HOTMA, the effective date of the exclusion of student financial assistance income as provided in the FY 2024 MTW Plan has been updated

### Summary of Administrative Plan Changes, September 16, 2024 (Continued)

<b>Section</b>	<b>Topic</b>	<b>Change</b>
6.2.3.8.2	Student Financial Assistance – Traditional, Regulatory Assistance for Special Purpose Programs	Moves the details about the treatment of student financial assistance to the excluded income section
6.2.4.1	Excluded Income	Adds new exclusion of service-connected disability benefits for determining income eligibility under the HUD-VASH program
6.2.4.2 and subparts	Excluded Student Financial Assistance	Updates the rules related to treatment of student financial assistance under the MTW Plan and pre/post HOTMA
6.2.5.5	Excluded Assets	Removed reference to manufactured homes
6.2.5.11.3	Equity in Real Property or Other Capital Investments	Removed reference to manufactured homes
6.4 and subparts	Calculation of Housing Authority Subsidy and Family Rent Share	Adds the final rent tier under the Streamlined Tiered Assistance for Career-Focused Families and removes section on Streamlined Fixed Lease Assistance for Career-Focused Families to align with the MTW plan
6.5.1	Minimum Rent – Streamlined Lease Assistance and Family Self-Sufficiency Programs	Adds provision increasing the minimum rent to \$50 at the first recertification following admission under a minimum rent waiver to a homeless serving program. Footnote also clarifies the MTW programs that are covered under the temporary minimum rent waiver at admission
7.3.2	General Verification Policies for Continued Assistance for Traditional, Regulatory Assistance for Special Purpose Programs	Revises the income verification process for traditional programs, which do not participate in HUD's Enterprise Income Verification System
7.4.2.2	Social Security Numbers – Veterans Affairs Supportive Housing	Adds alternative documentation of social security number available to VASH program applicants
7.5.6 and subparts	Assets and Income from Assets	Adds new regulations requiring acceptance of self-certification of assets less than \$50,000 adjusted annually for inflation to determine eligibility for the HUD-VASH program
7.6 and subparts	Verifying Certain Program Eligibility Criteria	Updates program descriptions to align with the MTW Plan
8.6	Family Obligations Agreement or Voucher Conditions	Adds new requirements for a longer initial voucher term for families moving due to abatement

### Summary of Administrative Plan Changes, September 16, 2024 (Continued)

<b>Section</b>	<b>Topic</b>	<b>Change</b>
8.6.3	Family Obligations Agreement or Voucher Conditions - Mainstream	Adds new Mainstream Voucher Program requirements for the initial search term and extensions
9.3	Eligible Types of Housing	Removes manufactured home owned by the family from the list of eligible housing types. HOTMA revised the subsidy calculation for manufactured homes from a space rent subsidy to a homeownership subsidy which includes debt service, insurance and other costs
9.4	Ineligible Types of Housing	Removes exception for manufactured homes owned by family renting the space only and adds manufactured home owned by the assisted family as an ineligible housing type
9.6 and subparts	Lease Review	Adds new regulation requiring that housing authorities approve a lease term shorter than 12 months for HUD-VASH participants
10.1.5	Special/Complaint Inspections	Adds HUD required timeframes for conducting special/complaint inspections
10.2	Unit Deficiencies and Consequences	Adds clarification that the Housing Authority will not withhold Housing Assistance Payments during the HQS correction period
10.2.4	Abatement and Termination	Adds a new HUD requirement that a family being required to move due to a contract termination caused by an HQS breach will be given an initial search term of 90 days.
10.3	Determination of Responsibility	Adds additional requirements for tenant-caused inspection deficiencies required under the latest HUD regulations
11.5.1	Payment Standards for Housing Services Program – Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher (EHV) and Family Self-Sufficiency Programs	Updates section to clarify that payment standard reductions will apply when a household's eligible subsidy standard changes. Additionally, the exception payment standard for the VASH program was added
11.5.2	Payment Standards for Housing Services Program – Traditional, Regulatory Assistance for Special Purpose Programs	Updates this section to clarify how the payment standard is used for the Continuum of Care and Housing Opportunities for Persons with AIDS (HOPWA) programs

### Summary of Administrative Plan Changes, September 16, 2024 (Continued)

<b>Section</b>	<b>Topic</b>	<b>Change</b>
12.8.1 and subparts	Changes in Family Composition	Corrects applicability of interims for VASH participants due to family composition changes
12.8.2	Changes in Income	Corrects applicability of interims for VASH participants due to family composition changes
15.8.1	Violence Against Women Act – Introduction	Adds reference to the Violence Against Women Act Reauthorization Act of 2022 to the section
18.3	Writing Off Debts	Revises write-off policy to streamline the process with new debt going forward and add that Board approval is required
19.1.2	Allowable Moves under Portability for Applicants – Veterans Affairs Supportive Housing (VASH) Program	Retitles and revises section to reference special portability procedures under the VASH program
19.5	Incoming Portability Families	Adds that families transferring under the VASH program are not subject to rescreening
20.1	General Requirements	Adds that the Housing Authority will determine available budget authority prior to project-basing
20.2.7	Additional/Alternative Requirements for Veterans Affairs Supportive Housing (VASH) PBV Housing	Adds new implementation guidance for HUD-VASH project-based vouchers
20.4.3	Annual Inspections	Updates section to add a reference to the chapter containing the HQS enforcement and abatement policies
20.5	Rehabilitated and Newly Constructed Units	Adds the form and manner in which the owner must submit evidence of completion of construction
20.7	Selection of Project-Based Assistance Program Participants	Clarifies that owner is responsible for screening applicant for suitability for tenancy
20.7.2.3	Project-Based Communities for Special Needs – Permanent Supportive Housing	Adds that referrals will be accepted from the City of Victorville for Desert Haven
20.18.1	Moves – Wrong Sized Unit	Adds timeframes and new regulatory requirements for the placement of households in the wrong sized PBV unit
20.18.2	Other Moves	Provides additional procedures for PBV moves.

**Summary of Administrative Plan Changes, September 16, 2024 (Continued)**

<b>Section</b>	<b>Topic</b>	<b>Change</b>
20.21	Payments to Owners	Clarifies that vacancy payments are not provided unless specified by the Board
20.22	Adding, Substituting and Removing Units from HAP Contract	Clarifies that increasing the number of the units under the PBV HAP contract must further the goals of the PBV program

1. An extremely low-income family (a family whose gross annual income does not exceed thirty percent (30%) of the established median income for the Riverside-San Bernardino Metropolitan Statistical Area); or
2. A very low-income family (a family whose gross annual income does not exceed fifty percent (50%) of the median income for the Riverside-San Bernardino Primary Metropolitan Statistical Area); or
3. A low-income family (a family whose gross annual income does not exceed eighty percent (80%) of the median income for the Riverside-San Bernardino Primary Metropolitan Statistical Area).

To determine if the family is income-eligible, the Housing Authority compares the annual gross income of the family to the applicable income limit for the family's size. Families whose annual gross income exceeds the income limit will be denied admission and offered an informal review. Factors related to annual gross income are described in Chapter 6.

For initial lease-up at admission, families who exercise portability must be within the applicable low-income limit for the jurisdiction of the receiving Housing Authority in which they want to live.

### **3.6.2 Income Targeting [24 CFR 982.201(b)]**

As required by HUD regulations and HACSB's MTW Agreement with HUD, seventy-five percent (75%) of all new admissions will be required to meet the definition of a very low-income family. To achieve the required balance, it may be necessary to skip over an otherwise eligible family. If this occurs, families that have been skipped over will retain their original position on the waiting list and will be admitted as soon as an appropriate opening becomes available.

### **3.6.3 Income Limits for Other Programs**

Periodically, HUD has provided funding to the Housing Authority for projects involving preservation opt-outs and/or the expiration of a project-based contract. HUD provides the income limits applicable to those projects through specific regulation. The Housing Authority will follow HUD directives in determining admissions for such programs.

### **3.7 Asset Limitation [24 CFR 5.618(a)]**

For post-HOTMA eligibility determinations effective 10/1/2024 or as soon as practicable thereafter, the cash value of a family's total net assets cannot exceed the current asset limit. The asset limit is adjusted annually by HUD.

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Additionally, the applicant family is not eligible for assistance if any member of the household has a present ownership interest in, a legal right to reside in, and effective legal authority to sell, based on state or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence.

The restriction on owning property does not apply under the following circumstances:

- The family is applying for assistance under the Housing Choice Voucher program ~~for a family-owned manufactured home or the~~ homeownership option
- Property is jointly owned with someone else, and occupied by the owner who is not a member of the household receiving assistance
- A victim of domestic violence, dating violence, sexual assault, or stalking
- A family that is offering the property for sale

A family that owns a property may show it is not “suitable for occupancy” if it:

- Does not meet the disability-related needs for all members of the family as verified through the reasonable accommodation process
- Is not of sufficient size for the family (more than 2 persons per sleeping/living area)
- Is located in an area where residence would create a hardship for the family. For example, the location would be a hardship for the family’s commute to work or school if the one-way distance is more than 50 miles
- Is unsafe because of physical conditions unless issues can be easily remedied
- Cannot be a residence per local or state laws. For example, property is a storefront zoned for commercial use

### **3.8 Citizenship/Eligible Immigration Status [24 CFR 982.201(a) & 982.203(b)(4) & 5.508]**

Eligibility for assistance is contingent upon a family’s submission of evidence of citizenship or eligible immigration status. In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Each family member, regardless of age, must submit a signed declaration of U.S. citizenship or eligible immigration status. The Housing Authority may request verification of the declaration according to verification guidelines detailed in this chapter and chapter 7.

#### **3.8.1 Declaration [24 CFR 5.508]**

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that

### 3.12.2.1 Mainstream Vouchers

The Mainstream Voucher Program was developed to provide rental assistance to persons with disabilities who are seeking suitable, affordable, and accessible housing in the private market. Vouchers awarded under the Mainstream 811 NOFA are administered using the same rent calculation methods as the Streamlined Fixed Lease Assistance program.

### **3.12.3 Streamlined Tiered Lease Assistance for Career-Focused Families**

All non-elderly and non-disabled participants who received assistance prior to January 1, 2012 and have a recertification effective date of February 1, 2015 or later, including incoming portability families for which HACSB bills the initial PHA, families assisted under the No Child Left Unsheltered program criteria (admitted prior to October 1, 2019), families assisted under the sponsor-based project-based voucher program criteria, current project-based voucher participants, and/or former Upland Housing Authority career focused families transferred through the HUD approved voluntary transfer on July 1, 2017 will participate in the Streamlined Tiered Lease Assistance for Career Focused Families program as of their recertification date.

### ~~3.12.4 Streamlined Fixed Lease Assistance for Career-Focused Families<sup>14</sup>~~

~~All non-elderly and non-disabled families admitted under the project-based voucher program and sponsor-based project-based voucher program after January 1, 2017, will participate in the Streamlined Fixed Lease Assistance for Career-Focused Families program. Current project-based voucher and sponsor-based voucher participant families who no longer qualify for Streamlined Fixed Lease Assistance for Elderly/Disabled Families program after January 1, 2017, will participate in the Streamlined Fixed Lease Assistance for Career-Focused Families program as of their recertification date.~~

### 3.12.43.1 Family Unification Program

The Family Unification Program (FUP) will be administered using the Streamlined ~~Fixed Tiered~~ Lease Assistance (SLA) Program for Career-Focused Families unless the family meets the criteria for the Streamlined Lease Assistance for Elderly/Disabled Families. HUD does not permit term limits for FUP families. FUP-eligible youth are limited to 36 months of assistance under FUP regulations and may qualify for rental assistance for up to 24 months beyond the 36-month term limit. See chapter 16 for extension criteria.

<sup>14</sup> ~~HACSB's 2016 MTW Plan included revisions to Activity 22: Streamlined Lease Assistance, to add Streamlined Fixed Lease Assistance for Career-Focused Families.~~



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The Housing Authority may transfer a family out of FUP into the general Streamlined Lease Assistance program if the family no longer has children in the household or to make FUP vouchers available.

### **3.12.54 Traditional, Regulatory Assistance for Special Purpose Programs**

The Special Purpose programs program described in this section are administered in accordance with federal regulations and the specific criteria established by the special purpose program. Some of the eligibility criteria described in this Chapter, such as certain criminal background requirements, may be different for participants in these programs. A description of each program, including certain eligibility criteria, is provided below:

#### **3.12.45.1 Continuum of Care**

The Continuum of Care program was developed by the Housing Authority in cooperation with the County of San Bernardino Department of Behavioral Health (DBH) to provide decent housing and long-term mental health services to mentally ill participants and their families. Applicants are referred by DBH and must cooperate with supportive service providers in order to maintain their eligibility for the program. DBH utilizes a network of resources to provide a variety of services related to job training, health care, child care, and educational advancement.

#### **3.12.45.2 Veterans Affairs Supportive Housing (VASH)**

The Veterans Affairs Supportive Housing program (VASH) is for homeless veterans with severe psychiatric or substance abuse disorders. The Housing Authority and Veterans Administration Medical Center (VAMC) have partnered to provide rental vouchers and supportive services to eligible veterans.

The veteran must demonstrate to the VAMC that he/she is homeless (has been living outdoors, in a shelter, in an automobile, etc.) before being evaluated for this program. VAMC will provide supportive services and if appropriate refer veterans to the Housing Authority. After receiving the referral Housing Authority will determine if the veteran is eligible for the program.

#### **3.12.45.3 Mainstream 5 Program**

The Mainstream 5 program was developed to provide rental assistance to persons with disabilities who are seeking suitable, affordable and accessible housing in the private market. Effective with the January 1, 2021 recertifications, Mainstream 5 participants will be transitioned onto the Streamlined Fixed Lease Assistance program.

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### 3.12.~~45~~.4 Housing Opportunities for People with AIDS (HOPWA)

The Housing Authority has partnered with the Foothill AIDS Project to offer rental assistance and supportive services to individuals with HIV/AIDS through the HOPWA program. Applications from residents of San Bernardino County are processed through the Foothill AIDS Project to the Housing Authority from designated local service providers. Once verification of the applicant's diagnosis is obtained, the Foothill AIDS Project will assess the applicant's duration of participation in their case management program and facilitate location of suitable housing to meet the client's needs. Priority is given to clients who demonstrate stability and the ability to follow through with their case plan.

### 3.12.~~45~~.5 Master Leasing Program

The Master Leasing program is funded by the State of California Mental Health funds and serves mentally ill or developmentally disabled families with intensive supportive services provided by the Department of Behavioral Health.

### 3.12.~~45~~.6 Emergency Housing Voucher Program

The Emergency Housing Voucher Program is for individuals and families who are homeless, at risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. Referrals are received by the Coordinated Entry System and other partner organizations, who have Memorandum of Understanding with the Housing Authority.

### 3.13 Denial of Assistance [24 CFR 982.201(f)(1) and 982.552(a)(2)]

Denial of assistance for an applicant family may include denying placement on the waiting list; denying or withdrawing a voucher or family obligations agreement; refusing to enter into a Housing Assistance Payment or Lease Assistance Payment contract or approve a lease; and refusing to process or provide assistance under portability procedures.

Families from the waiting list who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review if they do not agree with the decision. This policy also applies to incoming families from other housing authorities that have not yet received assistance in the Housing Authority's jurisdiction. Refer to Chapter 15 for more information on the informal review process.

### 3.14 Violence Against Women Act

The Violence ~~a~~Against Women Reauthorization Act of ~~2013-2022~~ (VAWA ~~2013~~2022) prohibits denial of admission to an otherwise qualified applicant on the basis that the

# Housing Authority of the County of San Bernardino

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applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. Specifically, ~~Section 606(4)(A) of~~ VAWA adds an additional<sup>al</sup> provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program. The additional<sup>al</sup> provision is that an applicant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission [24 CFR 5.2005].

### **3.14.1 Definitions [24 CFR 5.2003]**

The following defines the terms as used in the VAWA legislation:

The term *bifurcate* means, with respect to an assisted lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

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

The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: The length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship

The term *stalking* means:

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for the person's individual safety or the safety of others; or
- Suffer substantial emotional distress

The term *affiliated* means:

### 4.11 Reporting Changes in Household Members

Families are required to report all changes in household composition within ten (10) days of the change. Families may, but are not required to, report changes in criteria that may result in a change from one Housing Services program type to another. These changes in eligibility criteria are described later in this chapter.

#### 4.11.1 Reporting Changes in Family Composition

Reporting changes in household composition is both a HUD and a Housing Authority requirement. These changes include family members who move out, births and court awarded custody. This also includes changes in family members who are enrolled in institutions of higher education and are under the age of 24.

If a family member leaves the household, the family must report this change to the Housing Authority, in writing, within ten (10) days of the change and certify as to whether the member is temporarily absent or permanently absent. If a family member is permanently moving out, the family must provide documentation of the family member's new address. Acceptable documentation must have a current date, name of the family member, and the new address and may include a copy of a lease agreement, utility bill, government issued identification card, paystub, or lease amendment showing removal of the family member from the assisted unit. –The Housing Authority will conduct an interim recertification for changes in alignment with our interim recertification policies.

#### 4.11.2 Reporting Changes in Housing Services Program Type Eligibility Criteria

Family members may, but are not required to, report changes in family status that may result in a change of the program type they participate in. Should the head of household, spouse or cohead of a Term-Limited Lease Assistance or Streamlined Tiered Assistance family become disabled in between recertifications, families may report these changes. The Housing Authority will determine if the family is eligible for participation in a different Housing Services program.<sup>17</sup>

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<sup>17</sup> The FY 2011 Moving to Work Annual Plan included Activity 20: Term-Limited Lease Assistance for families who became participants after January 1, 2012. The FY 2013 Moving to Work Annual Plan, included Activity 23: Streamlined Lease Assistance Program which created two Streamlined Assistance programs and a transition period program. The Housing Authority also administers Traditional, Regulatory Special Programs. Each of these programs have unique criteria for eligibility.

### **5.4 Household Composition Changes for Applicants**

The number of bedrooms assigned to the family under the subsidy standard (subsidy size) is determined prior to the briefing by comparing the family composition to the Housing Authority subsidy standards according to the guidelines in section 5.1. After the family is briefed, additions to the household, except for additions as a result of birth, adoption or court-awarded custody, will be denied if the household addition will result in an increase to the family's subsidy size based on the program's subsidy standards.

#### ***5.4.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing, and Emergency Housing Voucher Programs***

This section applies to VASH and EHV vouchers issued on or after 10/1/2024. Additions to the household, except birth, adoption or court-awarded custody, will be approved based on the occupancy standard of the subsidy size on the current FOA in accordance with the subsidy standard of two people per bedroom. The living room would be considered a sleeping area for one person. For example, a family of four with a 2-bedroom subsidy size may add one additional household member. However, the family would not be upgraded to a 3-bedroom subsidy size.

#### ***5.4.2 Traditional, Regulatory Assistance for Special Purpose Programs***

This section applies to VASH and EHV vouchers issued prior to 10/1/2024. Additions to the household, except birth, adoption or court-awarded custody, will be approved based on the occupancy standard of the original family subsidy size on the current Voucher in accordance with the subsidy standard of one bedroom for the head of household, spouse, and/or cohead and an additional bedroom for every two family members. The living room will be considered a sleeping area for one person. For example, a head of household and two family members with a 2-bedroom voucher could add up to two additional household members. However, the family would not be upgraded to a 3-bedroom subsidy size.

### **5.5 Household Composition Changes for Participants**

All changes that may affect the family's eligible subsidy standards must be reported within 10 business days of the change occurring, including a household member(s) no longer needing a live in aide or approved additional bedroom due to reasonable accommodation.

The family must obtain approval of any additional family members, foster children, foster adults and live-in aids before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Housing Authority within ten (10) business days. Probable placement or custody must be

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verified through a social service/children's service agency or school and is subject to Housing Authority approval.

If changes in the family composition result in a reduction to the family's subsidy size according to the subsidy standards, the appropriate adjustments will be made at the next regularly scheduled recertification.

If the household exceeds the maximum occupancy standards for the unit due to an increase in family size, the Housing Authority will terminate the existing assistance contract with the landlord and allow the family to search for a suitable unit.

### ***5.5.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing Voucher, and Emergency Housing Voucher Programs***

This section applies to VASH and EHV participants who were issued vouchers on or after 10/1/2024. Additional family members, excluding birth, adoption or court-awarded custody, will be approved based on the occupancy standard of the original subsidy size in accordance with the subsidy standard of two people per bedroom. The living room would be considered a sleeping area for one person. If the household addition is not due to birth, adoption, court-awarded custody or a reasonable accommodation and will cause the family to be over-crowded, the household addition will be denied. If a household addition is approved, the family's subsidy size will not be increased at recertification or moves. For example, a participating family of four with a 2-bedroom subsidy size could add one additional household member. However, the family would not be upgraded to a 3-bedroom subsidy size. For additions due to birth, adoption, or court-awarded custody, the family's subsidy size will be increased at interim reexamination.

### ***5.5.2 Traditional, Regulatory Assistance for Special Purpose Programs***

This section applies to VASH and EHV participants who were issued vouchers before 10/1/2024. Additional family members, excluding birth, adoption or court-awarded custody, will be approved based on the occupancy standard of the original family subsidy size in accordance with the subsidy standard of one bedroom for the head of household, spouse and/or cohead and an additional bedroom for every two family members. The living room will be considered a sleeping area for one person. If the household addition is not due to birth, adoption, court-awarded custody, or reasonable accommodation and will cause the family to be over-crowded, the household addition will be denied. If an addition is approved, the family's subsidy size will not be increased at recertification or moves. For example, a head of household with two family members with a 2-bedroom subsidy size could add up to two additional household members. However, the family



would not be upgraded to a 3-bedroom unit size. For additions due to birth, adoption, or court-awarded custody, the family's subsidy size will be increased at interim reexamination.

### **5.6 Flexibility of Unit Size Actually Selected [24 CFR 982.402, 24 CFR 982.517(d)]**

The family may select a dwelling unit with a different size than their applicable subsidy standard, dependent upon their program. The impacts of a different unit size selection vary based on the applicant or participant's Housing Services Assistance program type. Each of these differences is outlined in the following sections.

#### **5.6.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs**

In these programs, the Housing Authority may require a family to select a unit that is the same size as their voucher.<sup>18</sup> Families in this program are permitted to lease an oversized unit.

- Larger than Subsidy Standard - The Housing Authority may prohibit a family from renting an otherwise acceptable unit because it is too large for the family. In instances where this is permitted, the rent for the unit must be comparable and the number of bedrooms is not more than one greater than the family's subsidy standard. Example: a family with a two-bedroom subsidy standard may select a unit that has no more than three bedrooms.
- Smaller than Subsidy Standard - The Housing Authority may permit a family to rent an otherwise acceptable unit with fewer bedrooms than the subsidy standard, provided that the unit does not exceed maximum unit occupancy requirements and that the number of bedrooms is not more than one smaller than the family's subsidy standard. Example: a family with a two-bedroom subsidy standard may select a unit that has no less than one bedroom.
- Subsidy Limitation – For families who select a unit size larger than the approved size voucher, the Housing Authority may limit the maximum subsidy for over-housed families to the average subsidy rate for families that are not over-housed with the same size voucher. Subsidy will be calculated in accordance with the applicable program as described in Chapter 6. This limitation will not be applicable for families under the fixed subsidy calculation.

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<sup>18</sup> The FY 2018 Moving to Work Annual Plan, Activity 20: Term-Limited Lease Assistance program for families and Activity 22: Streamlined Lease Assistance program included a unit size limitation. This limitation was in effect for Request for Tenancy Approvals received between July 1, 2021 and January 11, 2022.

## CHAPTER 6: ANNUAL INCOME, ADJUSTED ANNUAL INCOME AND FAMILY RENT SHARE CALCULATION

### 6. Introduction [24 CFR 982.54(d)]

This chapter describes all policies related to income calculations and the calculation of family rent share for the Housing Services programs.

#### 6.1 General Income Determination Requirements [24 CFR 5.609(a); 5.603, and 5.100]

Annual income includes, with respect to the family:

- All amounts, monetary or not, unless specifically excluded below, received from all sources by each member of the family 18 years or older or is head of household or spouse of head of household, plus
- Unearned income by or on behalf of each dependent who is under 18 years of age.

Income of temporarily absent family members is also included in family income.

##### ***6.1.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency Programs***

For the purposes of initial eligibility, the Housing Authority also will calculate the amounts from assets to which any member of the family has access. These assets will be used to determine if the family exceeds the income limit threshold but will not be included for purposes of calculating total annual income or family rent share.

The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations and further information on family members is included in Chapter 4.

This section applies to the Emergency Housing Voucher (EHV), Family Self-Sufficiency, and Veterans Affairs Supportive Housing (VASH) programs effective January 1, 2019, or as soon as practicable thereafter.



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Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(b)(8)].
Foster children and foster adults <sup>19</sup>	Income for the care of a foster child or foster adult, including Kin GAP income, is included.
Head, spouse, or cohead and other adult family members	All sources of income not specifically excluded by the regulations are included, except the full amount of student financial assistance is excluded. <sup>20</sup>
Children under 18 years of age	Earned income is excluded [24 CFR 5.609(b)(3)]. All other sources of income, except those specifically excluded, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Student financial assistance and earned income is excluded [24 CFR 5.609(b)(14)]. <sup>21</sup> All other sources of income, except those specifically excluded by the regulations, are included.

The exclusion of student financial assistance is ~~for post-HOTMA actions~~ effective ~~10/1/2024~~ 1/1/2024 or as soon as practicable thereafter.

### 6.1.2 Traditional, Regulatory Assistance for Special Purpose Programs

This section does not apply to the Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency programs (see 6.1.1).

Annual income also means amounts derived from assets to which any member of the family has access. Assets are included in the annual income calculation for initial eligibility and recertifications, and to determine family rent share. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations and further information on family members is included in Chapter 4.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(b)(8)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(b)(4); 5.609(b)(8)].
Head, spouse, or cohead	All sources of income not specifically excluded by the regulations are included.

<sup>19</sup> HACSB's MTW Plan Activity 5: Simplified Income Determination includes all income for the care of foster children.

<sup>20</sup> HACSB's FY2024 MTW Plan: Activity 5: Simplified Income Determination added all student financial assistance to the excluded income list.

<sup>21</sup> HACSB's MTW Activity 5: Simplified Income Determination excludes all earned income from Full-Time Students. The FY2024 MTW Plan added all student financial assistance to the excluded income list.

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### 6.2.3.8 Student Financial Assistance

*6.2.3.8.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency Programs*

Effective 1/1/2025 or as soon as practical thereafter, The full amount of student financial assistance is excluded from income.<sup>24</sup> Refer to the excluded income section in this Chapter for a detailed description of student financial assistance that was included or excluded prior to the effective date of this change.

#### *6.2.3.8.2 Traditional, Regulatory Assistance for Special Purpose Programs*

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency programs (see 6.2.3.8.1).

~~For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:~~

Certain student financial assistance is included in annual income. However, most student financial assistance is excluded from annual income. Refer to the excluded income section in this Chapter for a detailed description of student financial assistance that is included and excluded from annual income.

~~For pre-HOTMA actions effective prior to the enactment of post-HOTMA provisions above:~~

~~Certain student financial assistance is included in annual income. However, most student financial assistance is excluded from annual income. The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:~~

- ~~• They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.~~
- ~~• They are seeking or receiving Housing Services program assistance on their own—that is, apart from their parents.~~
- ~~• They are under twenty-four (24) years of age OR they have no dependent children.~~

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<sup>24</sup> HACSB's FY2024 MTW Plan Activity 5: Simplified Income Determination adds all student financial assistance to the list of excluded income. ~~This provision is for post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter.~~

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~~For students who satisfy these three (3) conditions, any financial assistance ***in excess of tuition and any other required fees and charges*** received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.~~

~~To determine annual income in accordance with the above requirements, the Housing Authority will use the definitions of *dependent child*, *institution of higher education*, and *parents* in Chapter 4, along with the following definitions [FR 4/10/06, pp. 18148-18150]:~~

- ~~1. *Assistance under the Higher Education Act of 1965* includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, and State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.~~
- ~~2. *Assistance from private sources* means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in a Housing Services program assisted unit.~~
- ~~3. *Tuition* will have the meaning given this term by the institution of higher education in which the student is enrolled and will include any other fees and charges required by the institution for enrollment [FR 12/14/12, p. 74497].~~

### 6.2.3.9 Adoption Assistance

Adoption assistance income is included as part of the families' annual adjusted income for the following programs: Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), and Emergency Housing Voucher programs.<sup>25</sup>

This section applies to the Veterans Affairs Supportive Housing (VASH) program effective January 1, 2019, or as soon as practicable thereafter.

### **6.2.4 Annual Income Exclusions**

Certain types of income are excluded from annual income. This section describes all income exclusions.

#### 6.2.4.1 Excluded Income [24 CFR 5.609(b)]

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

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<sup>25</sup> HACSB's MTW Activity 5: Simplified Income Determination includes all income from adoption assistance.

### 6.2.4.1 Excluded Income [24 CFR 5.609(b)]

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

The following income sources are excluded from the calculation of annual income:

- Nonrecurring income, which is income that was received in the previous year that will not be repeated in the coming year. Income received as an independent contractor, day laborer, or seasonal worker or through a temporary staffing agency is not excluded from income even if the amount, source, and date of the income varies. Income that has a discrete end date and will not be repeated beyond the coming year will be excluded from the family's annual income as nonrecurring income. This does not include unemployment income and other types of periodic payments that are received at regular intervals for a period of greater than one year or that can be extended. Examples of non-recurring income include U.S. Census Bureau employment income lasting no longer than 180 days, direct federal or state payments for economic stimulus or recovery, tax credits or refunds, guaranteed income program or research stipend that will end before the next reexamination, or lump sum additions to net family assets, such as lottery winnings.
- Earned income of children under the age of eighteen (18) years
- Income of a live-in aide, foster child, or foster adult
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time
- Incremental earnings and benefits to any family member resulting from participation in training programs funded by HUD or in a qualifying federal, 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 training program
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA), including: workforce investment activities for adults and workers dislocated as a result of permanent closure or mass layoff at a plant, facility or enterprise or a natural disaster that

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results in mass job dislocation, in order to assist such adults or workers in obtaining reemployment as soon as possible

- Deferred periodic payments of Supplemental Security Income, Social Security income or VA disability benefits that are received in a lump sum or prospective monthly amounts
- VA service-connected disability benefits are excluded for purposes of determining income eligibility under the HUD-VASH program but are included for the purposes of calculating the total tenant payment, housing assistance payment and family rent share unless the payments are for deferred disability benefits<sup>26</sup>
- Payments made through state Medicaid-managed care system, other state agency or authorized entity to allow a family member with a disability to live at home, such as In Home Supportive Services. To be eligible for the exclusion, both the person providing the care and the person who has the disability must be family members (not household members) and must live in the same assisted household. The exclusion does not apply to income earned by the family for other caregiving services provided to individuals outside of the assisted household [Notice PIH 2023-27]
- Any distribution of principal or corpus of an irrevocable trust or trust outside the control of the family
- Any distribution of income of an irrevocable trust or trust outside the control of the family that is used to pay for health and medical care expenses for a minor
- Any distribution from a revocable trust or trust under the control of the family (except income earned by the trust will be counted as asset income<sup>27</sup> and any distribution of interest earned on the trust principal will be counted as income)
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and worker's compensation. However, periodic payments paid at regular intervals for a period of greater than one year that are received in lieu of wages for workers' compensation continue to be included in annual income [Notice PIH 2023-27]
- Income earned by government contributions to or distributions from 'baby bond' accounts created, authorized or funded by federal, state or local government
- Reimbursement of health and medical care expenses
- Payments related to aid and attendance for veterans under 38 U.S.C. 1521

<sup>26</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

<sup>27</sup> Refer to the Assets and Asset Income section for applicability by program.

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- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program
- 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)
- 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
- Refunds or rebates on property taxes paid on the dwelling unit
- Loan proceeds disbursed by a lender to a borrower or third party (e.g., educational institution or car dealership)
- Payment received by tribal members from claims relating to the mismanagement of assets held in trust by the United States
- Civil rights settlements or judgments, including settlements or judgments for back pay
- Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled
- Income earned on amounts placed in a family's Family Self-Sufficiency (FSS) escrow account
- Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized unit to another federally subsidized unit
- Amounts specifically excluded by any other federal statute including: [FR Notice 1/31/2024]
  - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)). This exclusion also applies to assets
  - Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058), except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Services appointed under 42 U.S.C. 12651c determines otherwise. This exclusion also applies to assets
  - Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). This exclusion also applies to assets



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- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e). This exclusion also applies to assets
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)). This exclusion also applies to assets
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04). This exclusion also applies to assets
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407-1408). This exclusion also applies to assets
- Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.) from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721). This exclusion also applies to assets

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- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets
- The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433). This exclusion also applies to assets
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821-22). This exclusion also applies to assets
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602). This exclusion also applies to assets
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3214(a)(2))
- Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC. This exclusion also applies to assets
- Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101-503 section 8(b)). This exclusion also applies to assets
- A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled Elouise Cobell et al. v. Ken Salazar et al, for a period of one year from the time of receipt of that payment. This exclusion also applies to assets



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- Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4))
- Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the tribe receiving the per capita payments as described in IRS Notice 2013-1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407)
- Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by States, local governments, and disaster assistance organization. This exclusion also applies to assets
- Any amounts in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113-295), as described in Notice PIH 2019-09/H 2019-06) or subsequent or superseding notice is excluded from income and assets
- Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021. This exclusion also applies to assets

For pre-HOTMA actions effective prior to the enactment of the post-HOTMA provisions above:

The following income sources are excluded from annual income:

- Temporary, nonrecurring or sporadic income, including gifts, is not included in annual income. Sporadic income is income that is not received periodically and

cannot be reliably predicted. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than one-hundred and eighty (180) days

- Employment income earned by children (including foster children) under the age of eighteen (18) years is not included in annual income [24 CFR 5.609©(1)].
- Income earned by a live-in aide, as defined in is not included in annual income.
- Income from some federal programs is specifically excluded from consideration as income including:
  - Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
  - Awards under the federal work-study program (20 U.S.C. 1087 (u))
  - Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
  - Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
  - Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
- Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time [24 CFR 5.600(c)(8)(iv)].
- Incremental earnings and benefits to any family member resulting 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 are excluded from annual income. 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 training program [24 CFR 5.609(c)(8)(v)].
- Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(I)] are excluded from annual income.

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- Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income.
- Lump-sums received as a result of delays in processing Social Security and SSI payments
- Lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA)
- VA service-connected disability benefits are excluded for purposes of determining income eligibility under the VASH program but are included for the purposes of calculating the total tenant payment, housing assistance payment and family rent share unless the payments are for deferred disability benefits<sup>28</sup>
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)].
- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)].
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)].
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Reimbursement of medical expenses
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program
- 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)
- 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
- Adoption assistance payments in excess of \$480 per adopted child is excluded for Traditional Regulatory Assistance Families.
- Refunds or rebates on property taxes paid on the dwelling unit

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<sup>28</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

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- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- Amounts specifically excluded by any other federal statute including:
  - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)). This exclusion also applies to assets
  - Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC. This exclusion also applies to assets
  - Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058), except as determined by the Chief Executive Officer of the Corporation for National and Community Service. This exclusion also applies to assets
  - Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). This exclusion also applies to assets
  - Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e). This exclusion also applies to assets
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)). This exclusion also applies to assets
  - Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
  - Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
  - Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04). This exclusion also applies to assets
  - Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)). This exclusion also applies to assets
  - A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled Elouise Cobell et al. v. Ken Salazar et al. This exclusion also applies to assets
  - The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of

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- individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion also applies to assets
- Benefits under the Indian Veterans Housing Opportunity Act of 2010 (only applies to Native American housing programs)
  - Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
  - Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets
  - Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721). This exclusion also applies to assets
  - The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
  - Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets
  - The amount of any refund (or advance payment with respect to a refundable credit) issued under Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409)
  - Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433). This exclusion also applies to assets
  - Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
  - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). The exception found in § 237 of Public Law 109–249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109–249)

- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602). This exclusion also applies to assets
- An individual's ABLE account as required under the Achieving a Better Life Experience Act of 2014 (specifically, the account balance, contributions to the account, and distributions from the account)
- Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05) children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1821), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821). This exclusion also applies to assets
- Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4))
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by the States, local government, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets
- Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021. This exclusion also applies to assets

### *6.2.4.1.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency Programs*

The following items are also excluded from annual income:

- Earned income for each full-time student eighteen (18) years old or older (except for the head, spouse, or cohead)<sup>29</sup>

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<sup>29</sup> HACSB's MTW Activity 5: Simplified Income Determination excludes all earned income from Full-Time Students.



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- Full amount of student financial assistance<sup>30</sup>

The exclusion of full-time student earnings applies to the Veterans Affairs Supportive Housing (VASH) program effective January 1, 2019, or as soon as practicable thereafter.

### *6.2.4.1.2 Traditional, Regulatory Assistance for Special Purpose Households*

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency programs (see 6.2.4.1.1).

The following are also excluded for Traditional, Regulatory Assistance for Special Purpose Households:

- Earned income in excess of the dependent deduction for each full-time student eighteen (18) years old or older (except for the head, spouse, or cohead).
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) Kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments and are likewise excluded from annual income
- Adoption assistance payments in excess of the deduction for a dependent [24 CFR 5.609(b)(15)]

### 6.2.4.2 Excluded Student Financial Assistance [24 CFR 5.609(c)(6)]

#### 6.2.4.2.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency Programs

Effective 1/1/2025 or as soon as practicable thereafter, all amounts of student financial assistance are excluded. However, prior to the full exclusion, any amount of student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) was fully excluded from annual income whether it was paid directly to the student or to the educational institution. This included any financial assistance received by:

- Students residing with parents who are seeking or receiving Housing Services program assistance

<sup>30</sup> HACSB's MTW Activity 5: Simplified Income Determination excludes all student financial assistance for post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter.

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- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over twenty-three (23) AND have at least one dependent child
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

### 6.2.4.2.2 Traditional, Regulatory Assistance for Special Purpose Households

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency programs (see 6.2.4.2.1).

~~This section applies to Traditional, Regulatory Assistance for Special Purpose Households, excluding VASH and EHV, for~~ post-HOTMA actions effective 10/1/2024 or as soon as practical thereafter:

The following student financial assistance is excluded from the calculation of annual income while the student is attending an institution of higher education as defined under section 102 of the Higher Education Act of 1965:

- Any amount in or from, or any benefits, income, or distributions from any Coverdell educational savings account or any qualified program under IRS sections 529 and 530
- Full amount of assistance received under section 479B of the Higher Education Act of 1965, such as Federal Pell Grants, Teach Grants, Federal Work-Study Programs, and Federal Perkins Loans, ~~except as follows:~~
  - ~~For students who are age 23 and under or without dependent children, any amounts received under Title IV of HEA and the Bureau of Indian Affairs student assistance in excess of tuition and fees shall be counted in annual income.~~
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act
- Student loans
- Other student financial assistance, such as a grant, scholarship, or other assistance amounts for the actual covered costs charged by the institution of higher education
  - Other student financial assistance exceeding the cost of tuition, books, supplies, fees or the cost of housing (for students who are not the head of



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household or spouse) if not living in the unit while attending school is counted as income

~~For students who are age 23 and under or without dependent children, any amounts received under Title IV of HEA and the Bureau of Indian Affairs student assistance in excess of tuition and fees shall be counted in annual income.~~

~~This section is applicable to~~For pre-HOTMA actions effective prior to the implementation of post-HOTMA provisions above:

~~Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:~~

- ~~• Students residing with parents who are seeking or receiving Housing Services program assistance~~
- ~~• Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*~~
- ~~• Students who are over twenty-three (23) **AND** have at least one dependent child~~

~~Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.~~

The following student financial assistance is excluded from the calculation of annual income while the student is attending an institution of higher education as defined under section 102 of the Higher Education Act of 1965:

- Any amount in or from, or any benefits, income, or distributions from any Coverdell educational savings account or any qualified program under IRS sections 529 and 530
- Full amount of assistance received under section 479B of the Higher Education Act of 1965, such as Federal Pell Grants, Teach Grants, Federal Work-Study Programs, and Federal Perkins Loans, ~~except as follows:~~
- Student loans
- Other student financial assistance, such as a grant, scholarship, or other assistance amounts for the actual covered costs charged by the institute of higher education

- Other student financial assistance exceeding the cost of tuition, books, supplies, fees or the cost of housing (for students who are not the head of household or spouse) if not living in the unit while attending school is counted as income

### 6.2.4.3 Earned Income Disallowance [24 CFR 5.617]

#### 6.2.4.3.1 *Term-Limited Lease Assistance and Streamlined Lease Assistance*

There is no earned income disallowance for families participating in the Term-Limited Lease Assistance and Streamlined Lease Assistance programs.<sup>31</sup>

#### 6.2.4.3.2 *Traditional, Regulatory Assistance for Special Purpose Programs*

This section applies to Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency programs.

Participants will no longer be enrolled in the Earned Income Disallowance (EID) on or after 1/1/2024. All EIDs will sunset on or before 12/31/2025.

For actions effective prior to 1/1/2024:

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time.

This disallowance applies only to individuals in families already participating in the Traditional, Regulatory Assistance for Special Purpose Program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one (1) of the following events:

1. Employment of a family member who is a person with disabilities and who was previously unemployed for one (1) or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. The applicable minimum wage is the greater of federal, state or local minimum wage.
2. Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-

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<sup>31</sup> HACSB's MTW Activity 5: Simplified Income Determination eliminates the Earned Income Disallowance for MTW programs.

bonds, and forms of capital investment. The cash value of all assets owned by the family are included in the calculation of net assets unless specifically excluded below.

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

Unless specifically excluded, payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account).

Also included in the calculation of net assets is the value of any business or family asset disposed of for less than fair market value, including the disposition in trust, but not in a foreclosure or bankruptcy sale, during the two (2) years preceding the date of application for the program or reexamination. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investment from family assets.

### *6.2.5.5 Excluded Assets [24 CFR 5.603(b)(3) and (4)]<sup>35</sup>*

The following assets are excluded from the calculation of net family assets:

- Necessary items of personal property
- Non-necessary items of personal property if the combined total value does not exceed \$50,000\*
- Retirement account recognized by the IRS, such as IRA, 401k, 401b and retirement plans for self-employed individuals\*
- Real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located\*
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member, for an incident resulting in a disability\*

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<sup>35</sup> Excluded assets marked with an asterisk will be excluded from the net family assets for post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter.

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- The value of certain education or disability support savings accounts, such as accounts under IRS code sections 529, 529A, 530, and any 'baby bond' account authorized or funded by Federal, state or local government\*
- Interest in Indian trust land
- Equity in a ~~manufactured home where the family receives assistance with the space rent or~~ property assisted under the Homeownership Program\*
- Family Self-Sufficiency account
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family\*
- Full amount of assets held in an irrevocable trust
- Full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family

### 6.2.5.6 Imputing Assets from Income [24 CFR 5.609(b)(3)]

For post-HOTMA actions effective 10/1/2024 or as soon as practical thereafter:

When net family assets are \$50,000 or less, the Housing Authority will include in annual income the actual return derived from the net family assets. When the family has net family assets in excess of \$50,000, the Housing Authority will include in annual income (1) the actual income derived from the assets plus (2) the imputed income of any asset where the actual income cannot be determined. Assets where income cannot be determined are non-financial assets that do not generate income, such as jewelry or a recreational boat. Imputed income from assets is calculated by multiplying the cash value of the asset by the current HUD-established passbook rate.

For pre-HOTMA actions effective prior to the implementation of the post-HOTMA provisions above:

When net family assets are \$5,000 or less, the Housing Authority will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the Housing Authority will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current PHA-established passbook savings rate.

For pre-HOTMA actions effective prior to the implementation of the post-HOTMA provisions above:

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the asset income from the account is zero. In determining the value of a checking and savings account, the Housing Authority will use the average monthly balance on the most recent two months' statements. The Housing Authority will multiply the value of the account by the current rate of interest paid on the account to determine asset income.

### 6.2.5.11.2 Investment Accounts Such as Stocks, Bonds, Savings Certificates and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, the Housing Authority will use the value of the account on the most recent investment report.

How income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a fixed rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not a fixed amount (e.g., dividends from mutual fund), the Housing Authority will calculate asset income based on the earnings for the most recent reporting period.

### 6.2.5.11.3 Equity in Real Property or Other Capital Investments [24 CFR 5.618]

For post-HOTMA admissions effective 10/1/2024 or as soon as practicable thereafter, applicants may not own real property that is suitable for occupancy. Refer to Chapter 3 for real property provisions that apply to initial program eligibility.

Equity (cash value) in a property that does not otherwise exclude the family from participation or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. In determining the equity, the Housing Authority will determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.

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The Housing Authority will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, the Housing Authority will use the basic loan balance information to deduct from the market value in the equity calculation. Equity in real property and other capital investments is considered in the calculation of net family assets **except** for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- The value of a home assisted under the Housing Services program Homeownership Option [24 CFR 5.618(a)]
- Equity in owner-occupied cooperatives ~~and manufactured homes~~ in which the family lives and is receiving assistance under 24 CFR 982.620 [24 CFR 5.618(a)]
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located
- Equity in real property when a family member's main occupation is real estate unless the real estate excludes the family from participation. This real estate is considered a business asset, and income related to this asset will be calculated as described in this chapter.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation

The Housing Authority must also deduct from the equity the reasonable costs for converting the asset to cash. Using the formula for calculating equity specified above, the net cash value of real property is the market value of the loan (mortgage) minus the expenses to convert to cash [Notice PIH 2012-3].

A family may have real property as an asset in two (2) ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the Housing Authority determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

### *6.2.5.11.4 Trusts [Notice PIH 2023-27]*

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset and any interest earned by the trust would not be considered income. For treatment of trust distributions refer to the annual income section of this Chapter.

### *6.2.5.11.5 Retirement Accounts [24 CFR 5.603(b), 24 CFR 5.609(b)]*

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

The value of retirement accounts recognized by the IRS, such as IRA, 401(k), 401(b), and retirement plans for self-employed individuals, are excluded from assets and any asset income derived from these plans is also excluded from income. However, any distribution of periodic payments from these accounts shall be income at the time they are received by the family.

For pre-HOTMA actions effective prior to the implementation of the post-HOTMA provisions above:

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the Housing Authority must know whether the money is accessible before retirement.

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset.

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it represents funds invested in the account by the family member. The balance in the account is counted as an asset only if it remains accessible to the family member.



assistance expenses, the Housing Authority will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

### **6.4 Calculation of Housing Authority Subsidy and Family Rent Share**

Each Housing Services program determines the Housing Authority subsidy and family rent share differently. Family rent share describes the amount of rent for which a family is responsible. This previously was known as “Total Tenant Payment.” This section describes the calculation for each program.

#### **6.4.1 Term-Limited Lease Assistance Program**

For families initially leasing under this program prior to November 1, 2017, or as soon as practicable thereafter, the Housing Authority subsidy will be the smaller of the contract rent or fifty percent (50%) of the applicable payment standard, whichever is lower, and the Housing Authority will provide that amount to the owner. The participant is responsible for the balance of the rent. No families will be enrolled into this fixed-subsidy component after November 1, 2017 (or as soon as practicable thereafter).

For families initially leasing under this program with a briefing date on or after November 1, 2017, or as soon as practicable thereafter, including applicants pulled from the former Upland Housing Authority waiting list on or after July 1, 2017, the Housing Authority subsidy and family rent portion shall be calculated using the same methodology established via the Streamlined ~~Fixed-Tiered~~ Lease Assistance for Career-Focused Families Program.

#### **6.4.2 Streamlined Fixed Lease Assistance for Elderly/Disabled Families Program**

For families initially briefed in this program on or before December 31, 2018 or admitted under the Moving On Strategy<sup>37</sup>, HACSB will calculate family rent share by selecting the largest of twenty-four percent (24%) of monthly annual income, the baseline rent, or the minimum rent. For families initially briefed in this program on or after January 1, 2019, (or as soon as practicable thereafter) HACSB will calculate family rent share by selecting the largest of thirty percent (30%) of monthly annual income, the baseline rent, or the minimum rent. The minimum rent is \$125 for the Streamlined Fixed Lease Assistance program. If the family is leasing a unit that is larger than their approved subsidy standard size and the family chooses to remain in the unit at program implementation or has chosen to rent a unit that is larger than their approved subsidy standard size while on the

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<sup>37</sup> The FY 2023 Moving to Work Annual Plan included Activity 29: Moving On Strategy establishing the family's rent share as the greater of 24% of their gross income, the minimum rent or baseline rent.



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program, the family will pay the difference between the amount the Housing Authority will pay under the Streamlined Fixed Lease Assistance Program on behalf of the family and the contract rent. This also applies to the former Upland Housing Authority (UHA) elderly/disabled families as a result of the voluntary transfer on July 1, 2017, with a recertification date of January 1, 2018, or later; future Plan references to Streamlined Fixed Lease Assistance families will also apply to these former UHA families.

### 6.4.3 Streamlined Tiered Lease Assistance for Career-Focused Families Program

For existing SLA participants and families initially leasing under this program, the Housing Authority has established a tiered rent schedule in the Streamlined Tiered Lease Assistance Program for Career Focused Families Program. The family rent share will be calculated based on which of the following is greater:

1. Larger of the applicable rent tier percentage multiplied by monthly annual-gross income, or
2. The highest family rent share previously calculated for the family (the baseline rent); or
3. The minimum rent. (The minimum rent is \$125 for the Streamlined Tiered Lease Assistance program).

The rent tier starts at thirty percent (30%) of monthly annual-gross income and may increase ~~three percent (3%) at every regularly scheduled biennial recertification~~ to a maximum rent tier of thirty-six percent (36%) of monthly annual-gross income at the Housing Authority's discretion. A family's rent share may never drop below the highest family rent share amount. ~~Examples of rent tiers are included in the chart below:~~

THE BELL FAMILY (EXAMPLE)				
	First Biennial Recertification (30%)	Second Biennial Recertification (33%)	Third Biennial Recertification (36%)	Fourth Biennial Recertification (36%)
<b>Bell Family Monthly Annual Income</b>	\$300	\$300	\$1200	\$700
<b>Bell Family Rent Share</b>	\$125	\$125	\$432	\$432

Effective February 1, 2018, the Housing Authority ~~will apply~~ applied the new family rent calculation of thirty percent (30%) of the monthly gross income, the minimum rent, or the Streamlined Lease Assistance baseline rent, whichever is greater. The Housing Authority ~~anticipates that it would use~~ the family's most recently reported income information to process the reexamination, which ~~will serve~~ served to minimize the financial impact to

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families when the new rent calculation ~~is was~~ applied. Additionally, the Housing Authority ~~will provided~~ an automatic six-month hardship exemption for all families affected by this change; therefore, the new rent tier ~~will be was~~ applied effective August 1, 2018. ~~In the future~~ Effective October 1, 2024, the Housing Authority ~~may implement the additional rent tiers of thirty-three percent (33%) and will calculate the tenant rent portion based on the greater of thirty-six percent (36%) of gross income, the minimum rent, or the SLA baseline rent. only if it is necessary to ensure financial viability of the program without terminating assistance or serving fewer families. The Housing Authority will use the family's last reported income information to process a reexamination, which will serve to minimize the financial impact to families when the new rent calculation is applied. Additionally, the Housing Authority will provide an automatic six-month deferral for all current participants. Therefore, the new rent tier of 36% will be applied to current participants and new admissions on or about April 1, 2025.~~

### **6.4.4 Streamlined Tiered Lease Assistance for Former Upland Housing Authority Participants**

The rent share for families who transitioned from the Upland Housing Authority (UHA) on July 1, 2017 will be calculated based on which of the following is greater:

1. Larger of the applicable rent tier percentage multiplied by monthly annual income, or
2. The highest family rent share previously calculated for the family (the baseline rent); or
3. The minimum rent. (The minimum rent is \$125 for the former Upland Housing Authority participants).

UHA families will transition to this activity at their first recertification occurring on or after January 1, 2018. This will also apply at admission to any family who is transitioned from the UHA waiting list to an HACSB waiting list as a result of the July 1, 2017 voluntary transfer.

Participants will follow the rent tiers beginning at twenty-one percent (21%) of the monthly annual income ~~and with the rent tier increasing at recertification or sooner increasing three percent (3%) to a maximum of thirty-six percent (36%) at every regularly scheduled biennial recertification to a maximum rent tier of thirty percent (30%). Families, who already transitioned to the 30% tier before October 1, 2024, will transition to the 36% tier on or about April 1, 2025. Those families who are on tiers below 30% on October 1, 2024 will complete remaining tiers at recertification as shown in Smith Example below.~~

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SMITH FAMILY (EXAMPLE)					
	First Biennial Recertification (21%)	Second Biennial Recertification (24%)	Third Biennial Recertification (27%)	Fourth Biennial Recertification (30%)	<u>Fifth Biennial Recertification*</u> <u>(36%)</u>
<b>Smith Family Monthly Annual Income</b>	\$833	\$1000	\$1000	\$500	<u>\$1000</u>
<b>Smith Family Rent Share</b>	\$175	\$240	\$270	\$270	<u>\$360</u>

### 6.4.5 Rental Assistance Demonstration (RAD) Project-Based Voucher (PBV)

This section applies to RAD PBV legacy families (families residing in a RAD-converted PBV unit at the time of conversion) only. The rent share for these families will be calculated based on which of the following is greater:

1. The applicable rent percentage multiplied by monthly annual income; or
2. The highest family rent share previously calculated for the family (the baseline rent); or
3. The minimum rent. (The minimum rent is \$125 for the Rental Assistance Demonstration Project-Based Voucher program).

For elderly and disabled participants, HACSB will calculate family rent share by selecting the largest of twenty-four percent (24%) of monthly annual income, the baseline rent, or the minimum rent.

Non-elderly and non-disabled participants will follow the rent tiers beginning at twenty-one percent (21%) of the monthly annual income ~~and increasing three percent (3%) at~~ with the income tier increasing every regularly scheduled biennial recertification or sooner to a maximum rent tier of thirty-six percent (36%). Families, who already transitioned to the 30% tier before October 1, 2024, will transition to the 36% tier on or about April 1, 2025. Those families who are on tiers below 30% on October 1, 2024 will complete remaining tiers at recertification. (Please see the Smith Family Example, below.)

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~~For elderly and disabled participants, HACSB will calculate family rent share by selecting the largest of twenty four percent (24%) of monthly annual income, the baseline rent, or the minimum rent.~~

THE SMITH FAMILY (EXAMPLE)					
	First Biennial Recertification (21%)	Second Biennial Recertification (24%)	Third Biennial Recertification (27%)	Fourth Biennial Recertification (30%)	<u>Fifth Biennial Recertification (36%)</u>
Smith Family Monthly Annual Income	\$833	\$1000	\$1000	\$500	<u>\$1000</u>
Smith Family Rent Share	\$175	\$240	\$270	\$270	<u>\$360</u>

### ~~6.4.6 Streamlined Fixed Lease Assistance for Career-Focused Families Program~~

~~The Housing Authority will calculate family rent share by selecting the greatest of thirty percent (30%) of monthly annual income, the baseline rent, or the minimum rent.<sup>38</sup> If the family is leasing a unit that is larger than their approved subsidy standard size and the family chooses to remain in the unit at program implementation or has chosen to rent a unit that is larger than their approved subsidy standard size while on the program, the family will pay the difference between the amount the Housing Authority will pay under the Streamlined Fixed Lease Assistance Program on behalf of the family and the contract rent.~~

### ~~6.4.67 Calculation of Baseline for Streamlined Lease Assistance Programs~~

The family's baseline income is set at admission to the program and is based on the annual income calculation policies and income inclusions/exclusions in effect at the time that the baseline was set. The baseline income will only be reset if the family qualifies for a permanent hardship exemption, is transferred from one program to another, such as from SLA to TLA, or as an income correction due to the family's failure to report income at admission.

<sup>38</sup> ~~The FY 2016 MTW Plan modified Activity 23: Streamlined Lease Assistance to include the Fixed Lease Assistance for Career-Focused Families program.~~

and started receiving a regular wage of \$2,000 per month. This interim change was not required to be reported by the family. Now, the family is reporting an unforeseen, involuntary loss of employment. The hardship exemption would remove the \$1,000 per month self-employment from the family income, and after six months the \$1,000 would be added back to the family income.

### **6.4.8.3 Pre-Implementation and Program Transfer Hardship Exemptions**

Prior to implementation of the Streamlined Lease Assistance (SLA) programs and transfers to SLA from other programs, HACSB will conduct a detailed data analysis. As part of that data analysis, certain households may be likely to experience a disproportionate impact as the result of the implementation or program transfer. A temporary hardship exemption would allow the family to maintain their previous total family rent share for up to six (6) months. HACSB would send a sixty (60) day notice that the family would be subject to the new streamlined calculation at the end of six (6) months. For those families that are currently renting a unit that is larger than their approved subsidy standard HACSB will offer these families either the opportunity to move or the opportunity to have a temporary hardship exemption.

### **6.4.9 Calculation of Housing Authority Subsidy and Family Rent Share for Traditional, Regulatory Assistance for Special Purpose Programs**

The family rent share for a household is determined by using the largest of the following: ten percent (10%) of Monthly Gross Annual Income, thirty percent (30%) of Monthly Adjusted Income or the applicable minimum rent. For the VASH, EHV and FSS programs, any amount of rent over the payment standard must be paid for by the family and cannot be subsidized by the Housing Authority. For Continuum of Care and Housing Opportunities for Persons with AIDs, the payment standard is not used to determine the Housing Assistance Payment (HAP) amount.

## **6.5 Minimum Rent [24 CFR 5.630 and 5.630]**

### **6.5.1 Streamlined Lease Assistance and Family Self-Sufficiency Programs**

The Minimum Rent for the Streamlined Lease Assistance program, including the Family Self-Sufficiency (FSS) Program is \$125.00.<sup>39</sup> A policy has been established for a temporary waiver from the minimum rent for families who demonstrate a hardship in paying the required minimum amount. Families may request a temporary waiver to the

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<sup>39</sup> The FY 2009 Moving to Work Annual Plan included Activity 10: Minimum Rent which established a minimum rent of \$125 for all Housing Services programs except VASH, EHV, and Traditional, Regulatory Assistance for Special Purpose Programs.

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minimum rent by completing the Minimum Rent Waiver Request Form and providing documentation that supports the hardship for the family.

A temporary waiver of minimum rent may be granted as follows:

- Decrease in Income – The total household income has decreased due to a ‘No Fault’ loss of employment. Supporting documentation may include the notice of loss of employment, legal documentation indicating that family member with income has vacated the unit or other such documentation requested by HACSB.
- Death in the Immediate Family – The total household income has decreased due to the death of an immediate family member. Supporting documentation must include verification of the actual loss of income and verification of the relationship to the deceased family member. Immediate family members include current spouse, cohead, child, legal guardian, sibling, grandparent, grandchild, or mother-, father-, sister-, brother-, son-, or daughter-in-law, or registered domestic partner.

The waiver, if approved, shall be provided on a month-to-month basis not to exceed a total period of three months. A waiver will be provided only once for each incident that occurs in the household.

Upon approval of the waiver, the total tenant payment shall be calculated at 30% of monthly adjusted income and shall be effective on the first of the month following the month in which the family submitted the waiver request form with all supporting documentation.

A temporary waiver of the minimum rent will also be applied automatically to vulnerable individuals and families who are initially moving into a homeless serving program, such as Permanent Supportive Housing until the regularly scheduled recertification.<sup>40</sup> A family granted the automatic waiver under a homeless serving program will not be required to repay the minimum rent. Starting with the first recertification, the minimum rent will increase to \$50 and remain at \$50 until the family is no longer paying the minimum rent.

### **6.5.2 Veterans Affairs Supportive Housing (VASH) and Emergency Housing Voucher (EHV) Programs**

The minimum rent is \$50 for the VASH and EHV programs. A temporary waiver of the

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<sup>40</sup> The FY 2022 Moving to Work Annual Plan modified Activity 10: Minimum Rent to allow HACSB to reduce or postpone the minimum rent for individuals in programs serving extremely vulnerable populations. The programs include Permanent Supportive Housing (PSH) project-based voucher developments, Family Unification Program, and No Child Left Unsheltered.



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HACSB will rely on the documents provided by the household to calculate income or family self-certification where applicable.<sup>47</sup>

Per PIH Notice 2023-27, HACSB will accept an applicant or participant's self-certification of fully excluded income sources (such as food stamps) and the related income amounts on the initial application and recertification packets. HACSB is not required to (1) Verify the income in accordance with the HUD-prescribed verification hierarchy; (2) Document in the tenant file why third-party verification was not available as required by 24 CFR 960.259(c)(in) and 24 CFR 982.516(a)(2); and (3) Report the income on the form HUD-50058. Additionally, HACSB will accept self-certification of present ownership of real property from applicants. If the family discloses real property ownership, further documentation will be requested. In the case of the ownership exception under VAWA, the Housing Authority must follow the documentation restrictions set forth in the VAWA section.

In addition to the income verification policies described above, each family member aged 18 and older will be asked if there has been any update in criminal activity. If there has been any change in criminal activity, the Housing Authority will obtain verification.

### ***7.3.2 General Verification Policies for Continued Assistance for Traditional, Regulatory Assistance for Special Purpose Programs***

For families participating in traditional, regulatory assistance for special purpose programs, the Housing Authority will use the current HUD verification hierarchy.

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH) and Emergency Housing Voucher programs (see 7.3.1).

Level	Verification Method/Technique	Applies To
6	<del>HUD Enterprise Income Verification (EIV) System</del>	<del>All sources of income verifiable through EIV, including wages, unemployment benefits, Social Security, and Supplemental Security Income<sup>48</sup></del>

<sup>47</sup> HACSB's MTW Activity 5: Simplified Income Determination created a modified verification hierarchy for HACSB's MTW programs.

<sup>48</sup> ~~Effective for post-HOTMA actions 10/1/2024 or as soon as practicable thereafter, the Housing Authority will not utilize EIV for interim reexaminations.~~

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5	Other Upfront Income Verification (UIV) System	All sources of income <del>not verifiable through the EIV system if available through an UIV system</del>
4	Written Third-Party Verification:  An original or authentic document generated by a third-party source dated either within 120-days of receipt or for fixed benefit programs, dated for the current benefit year <del>OR</del>  <del>EIV with self-certification</del>	All sources of income not verifiable through the <del>EIV</del> /UIV systems; tenant disputed <del>EIV-UIV</del> information
3	Written Third-Party Verification Form: A standardized form is provided to a third-party source by mail, fax, or email. The form is completed by the third party.	All sources of income not verifiable through a higher level of verification, when higher levels of verification are rejected by HACSB (HACSB may skip level 3 verification and go directly to level 2)
2	Oral Third-Party Verification	All sources of income not verifiable through a higher level of verification
1	Tenant Self-Certification	All sources of income not verifiable through a higher level of verification

Per PIH Notice 2023-27, HACSB will accept an applicant or participant's self-certification of fully excluded income sources (such as food stamps) and the related income amounts on the initial application and recertification packets. ~~HACSB is not required to (1) Verify the income in accordance with the HUD-prescribed verification hierarchy; (2) Document in the tenant file why third-party verification was not available as required by 24 CFR 960.259(c)(a) and 24 CFR 982.516(a)(2); and (3) Report the income in Section 7 of the form HUD-50058. Additionally, HACSB will accept self-certification of present ownership of real property from applicants. If the family discloses real property ownership, further documentation will be requested. In the case of the ownership exception under VAWA, the Housing Authority must follow the documentation restrictions set forth in the VAWA section.~~



In addition to the income verification policies described above, each family member aged 18 and older will be asked if there has been any update in criminal activity. If there has been any change in criminal activity, the Housing Authority will obtain verification.

### **7.3.3 Term-Limited Lease Assistance and Streamlined Lease Assistance**

The Housing Authority will verify the following factors at recertification<sup>49</sup>:

- Annual Income
- Student status

### **7.3.4 Traditional, Regulatory Assistance for Special Purpose Programs**

The Housing Authority will verify the following at recertification:

- Assets<sup>50</sup>
- Annual Income
- Student status
- Allowances
- Deductions

## **7.4 General Verification Procedures**

This section outlines how the Housing Authority will verify each of the above-described criteria. All verification factors are described in this section, but the Housing Authority will only verify factors that are required for each program type.

### **7.4.1 Verification of Legal Identity**

The Housing Authority requires each household member to provide one of the following forms of verification of legal identity:

Verification of Legal Identity	
Adults	Children
Certificate of birth, naturalization papers, Current, valid driver's license or Department of Motor Vehicles identification card,	Certificate of birth Adoption papers Custody agreement Health and Human Services ID

<sup>49</sup> HACSB's MTW Activity 20: Term-Limited Lease Assistance and Activity 22: Streamlined Lease Assistance eliminated deductions and allowances from the income and rent calculation.

<sup>50</sup> For Emergency Housing Voucher and Veterans Affairs Supportive Housing programs, assets are excluded from the rent calculation and will not be verified at recertification.

### 7.4.2.1 Emergency Housing Voucher Program

During the initial eligibility determination for the Emergency Housing Voucher program, the Housing Authority will accept self-certification of social security number if documentation is unavailable. However, documentation of the social security number must be received within 180 days of admission. Further extensions may be provided if the partnering organization confirms that good faith efforts have been made to obtain the necessary documentation. For household additions after admission, section 7.4.2 applies.

### 7.4.2.2 Veterans Affairs Supportive Housing Program

If the veteran or their family member is unable to provide proof of social security number as outlined in section 7.4.2, the Housing Authority will accept self-certification of the social security number and at least one third-party document, such as a bank statement, utility or phone bill or benefit letter that contains the name of the individual in the absence of other documentation.<sup>51</sup>

### 7.4.3 Documentation of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members under the age of eighteen (18). For family members over eighteen (18) the preferred form of age verification is a government-issued identification. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable. If an official record of birth or evidence of social security retirement benefits cannot be provided, the Housing Authority will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

### 7.4.4 Family Relationships

Applicants and program participants are required to identify the relationship(s) of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter. Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

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<sup>51</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

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If the family declares that it *receives irregular or no payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

### **7.5.6 Assets and Income from Assets [24 CFR 5.603, 24 CFR 5.618, Notice PIH 2023-27]**

7.5.6.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, ~~Veterans Affairs Supportive Housing (VASH)~~, Emergency Housing Voucher, and Family Self-Sufficiency Programs<sup>53</sup>

~~This section applies to the Veterans Affairs Supportive Housing (VASH) program effective January 1, 2019, or as soon as practicable thereafter.~~

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

For the purposes of initial eligibility, the Housing Authority will verify the amounts from assets to which any member of the family has access. Assets and asset income generally will be verified by two consecutive months' statements. The family's assets and asset income will be used to determine if the family exceeds the asset limit (adjusted annually by HUD) or the income limit threshold but will not be included for purposes of calculating total annual income or family rent share. Following program admission, the Housing Authority will not verify assets.

For pre-HOTMA actions effective prior to the enactment of post-HOTMA provisions above:

For the purposes of initial eligibility, the Housing Authority will verify the amounts from assets to which any member of the family has access. These assets and asset income will be used to determine if the family exceeds the income limit threshold but will not be

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<sup>53</sup> HACSB's MTW Activity 5: Simplified Income Determination eliminates assets for the purposes of calculating the family's rent portion. However, asset income is verified at initial eligibility and used to determine income eligibility.

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included for purposes of calculating total annual income or family rent share. Asset income generally will be verified by two consecutive months' statements.

### 7.5.6.2 Veterans Affairs Supportive Housing (VASH) Program<sup>54</sup>

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

For the purposes of initial eligibility, the Housing Authority must accept self-certification by the family that the family's total assets are equal to or less than \$50,000, adjusted annually for inflation, and that the family does not have any present ownership interest in real estate, without taking additional steps to verify. The family's assets and asset income will be used to determine if the family exceeds the asset limit (adjusted annually by HUD) or the income limit threshold but will not be included for purposes of calculating total annual income or family rent share. If the family's assets exceed \$50,000, asset value and income generally will be verified by two consecutive months' statements. Following program admission, the Housing Authority will not verify assets.

For pre-HOTMA actions effective prior to the enactment of post-HOTMA provisions above:

For the purposes of initial eligibility, the Housing Authority must accept self-certification by the family that the family's total assets are equal to or less than \$50,000, adjusted annually for inflation. These assets and asset income will be used to determine if the family exceeds the income limit threshold but will not be included for purposes of calculating total annual income or family rent share. If the family's assets exceed \$50,000, asset income generally will be verified by two consecutive months' statements. Following program admission, the Housing Authority will not verify assets.

### 7.5.6.3 Traditional, Regulatory Assistance for Special Purpose Programs

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher, and Family Self-Sufficiency programs (see 7.5.6.1 and 7.5.6.2).

For post-HOTMA actions effective 10/1/2024 or as soon as practicable thereafter:

To determine initial eligibility, the cash value of the family's total net assets cannot exceed the current asset limit. The limit is adjusted annually by HUD.

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<sup>54</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

perjury. The parents will be required to submit the information directly to the Housing Authority.

The Housing Authority reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

### **7.6 Verifying Certain Program Eligibility Criteria**

Each of the Housing Services programs has unique eligibility criteria for participation. This section highlights how the Housing Authority will verify key program qualifying criteria.

#### **7.6.1 Term-Limited Lease Assistance Program**

The Housing Authority will verify that the head, spouse, or cohead is not fifty-seven (57) years of age or older or a person with disabilities. Only applicants admitted after January 1, 2012 are eligible for Term-Limited Lease Assistance (TLA). Effective November 1, 2017, career-able incoming portability families, project-based families exercising mobility, and non-RAD legacy families exercising mobility are assigned to the TLA program

#### **7.6.2 Streamlined Fixed Lease Assistance Program for Elderly/Disabled**

The Housing Authority will verify that the head, spouse, or cohead is fifty-seven (57) years of age or older or a person with disabilities. Only applicants admitted after November 1, 2014, incoming portability families ~~for whom the Housing Authority bills the initial PHA~~, project-based applicants and existing qualifying participants are eligible for Streamlined Fixed Lease Assistance.

#### **7.6.3 Streamlined Tiered Lease Assistance Program for Career Focused Families**

The Housing Authority will verify that the head, spouse, or cohead is not fifty-seven (57) years of age or older or a person with disabilities. Only ~~incoming portability families for whom the Housing Authority bills the initial PHA~~, project-based applicants and existing tenant-based or project-based participants that are not already on the Term-Limited Lease Assistance program as of their February 1, 2015 effective recertification date are eligible for Streamlined Tiered Lease Assistance.

#### **7.6.4 Traditional, Regulatory Assistance for Special Purpose Programs**

Each traditional, regulatory special purpose program has unique eligibility criteria which are outlined in Chapter 3. The eligibility criteria will be generally verified in accordance

with the policies outlined in this Chapter. In addition to those policies, the Housing Authority will verify the referral for the family's participation in the program.

### **7.7 Dependent Deduction**

#### ***7.7.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs***

There is no dependent deduction for the Term-Limited Lease Assistance and Streamlined Lease Assistance programs.

#### ***7.7.2 Traditional, Regulatory Assistance for Special Purpose Programs***

The dependent deduction requires only that the Housing Authority verify that the family members identified as dependents meet the statutory definitions. The Housing Authority must verify that:

- Any person under the age of eighteen (18) for whom the dependent deduction is claimed is not the head, spouse, or cohead of the family and is not a foster child
- Any person aged eighteen (18) or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

### **7.8 Elderly or Disabled Household Deduction**

#### ***7.8.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs***

There is no elderly or disabled household deduction for the Term-Limited Lease Assistance and Streamlined Lease Assistance programs.

#### ***7.8.2 Traditional, Regulatory Assistance for Special Purpose Programs***

The Housing Authority verify that the head, spouse, or cohead is sixty-two (62) years of age or older or a person with disabilities.

### **7.9 Health and Medical Care Expense Allowance**

#### ***7.9.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs***

There is no medical expense allowance for the Term-Limited Lease Assistance and Streamlined Lease Assistance programs.

#### ***7.9.2 Traditional, Regulatory Assistance for Special Purpose Programs***

Health and Medical Care expenses will be verified through:

- Written third-party documents provided by the family, such as pharmacy printouts or receipts.

- Map of Low-Poverty and Low-Minority Concentration Areas
- Fraud Information
- Acknowledgement of Receipt of Documents
- Additional Program Specific Documentation

### **8.4 Encouraging Participation in Areas Without Low Income or Minority Concentration [24 CFR 982.301(a)(3)]**

At the briefing, families are encouraged to search for housing in non-impacted areas. After the briefing, the Housing Authority will assist families who want to search for housing in non-impacted areas who wish to do so. The assistance provided to such families includes:

- Counseling with the family.
- Direct contact with owners.
- Providing information about services in various non-impacted areas.
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with owner groups.
- Formal or informal discussions with social service agencies.
- Meeting with rental referral companies or agencies.
- Meeting with fair housing groups or agencies.

Owners in all neighborhoods within the Housing Authority's jurisdiction are encouraged to post their property listings in various ways (internet listings, newspapers, rental pamphlets, etc.) to ensure greater mobility and housing choice to very low-income households. The Housing Authority will provide information about housing listings. If the family includes a person with disabilities, the family may request a current listing of accessible units known to be available.

### **8.5 Security Deposit Requirements [24 CFR 982.313]**

Security deposits charged by owners may not exceed those charged to unassisted families (or the maximum prescribed by State or local law).

### **8.6 Family Obligations Agreement or Voucher Conditions [24 CFR 982.301(b)(1)]**

During the briefing session, each family is issued a Family Obligations Agreement or Voucher, which represents a contractual agreement between the Housing Authority and the family, specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.



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In the event the Housing Authority does not have sufficient budget authority to support issued Family Obligations Agreements and/or Vouchers, the Housing Authority may recall the family. If the family is recalled, the Housing Authority will return the family to the waiting list to await new eligibility when funds become available.

For most programs except for those listed below, the Family Obligations Agreement and Voucher are valid for a period of sixty (60) calendar days from the date of issuance ~~plus any automatic extension~~ or ninety (90) calendar days if family is moving due to abatement. The family must submit a Request For Tenancy Approval (RFTA) within the initial term or approved extension. When a Request for Tenancy Approval is received, the term of the voucher will be suspended while the Housing Authority processes the request.

### ***8.6.1 Family Obligations Agreement Term Under Term-Limited Program Moves***

If a participant under a term-limited program requests a voucher to move, the voucher may be issued for a shorter period if the family's participation is scheduled to end soon. The voucher and any extensions will expire one month prior to termination of assistance. For example, if a term-limited family's assistance is ending October 31, 2024, and the family is issued a voucher to move on August 12, 2024. The voucher will expire September 30, 2024. Regardless of the term of the voucher, the Housing Authority may not enter into a HAP contract after a 30-day termination notice has been issued.

### ***8.6.2 Veterans Affairs Supportive Housing (VASH) and Emergency Housing Voucher Programs***

The initial search term for a HUD-VASH and an EHV will be 120 days. Any extensions beyond the initial term must meet the requirements of Section 8.6.24.

### ***8.6.3 Mainstream Voucher Program [Notice PIH 2024-30]***

The initial search term for a Mainstream Voucher will be 120 days. During the initial term, the Housing Authority will notify the family of the expiration date, the process for requesting an extension, and to inquire if the family needs assistance with the housing search. The extension policy in Section 8.6.4 does not apply to the Mainstream Voucher Program. The Housing Authority will grant one ninety (90) day extension if a verbal or written extension request is received on or before the expiration date. No documentation is needed for the family to qualify for the ninety (90) day extension. Additional extensions may be approved as a reasonable accommodation.

### ***8.6.34 Extensions [24 CFR 982.303(b)]***

The Housing Authority may grant extensions to Family Obligations Agreements and Vouchers. An extension may be granted automatically when the Family Obligations



### 9.3 Eligible Types of Housing [24 CFR 982.352]

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the Housing Services Program. Generally, a family may choose any available rental dwelling unit on the market in the Housing Authority's jurisdiction. This includes the dwelling unit they are currently occupying. The Housing Authority may approve any of the following types of housing:

- Single-family dwellings, including condos and townhouses;
- Manufactured homes ~~and space for rent (the Housing Authority may also provide assistance for a family that owns the manufactured home and leases only the space). The rent calculation for space rent is included in Chapter 11.5;~~
- Multifamily dwellings (apartment buildings);
- Accessory Dwelling Units (ADUs) with finalized permits;
- Shared housing (a single housing unit occupied by an assisted family and another resident or residents); and
- Housing Authority owned units which are not subsidized by the Housing Authority (subject to HUD-prescribed requirements).

If a family owns a rental unit, the family cannot reside in it while being assisted. The Housing Authority may not permit a family to lease a unit which is receiving project-based assistance or any duplicative rental subsidies.

### 9.4 Ineligible Types of Housing [24 CFR 982.352(a)]

The Housing Authority will not approve:

- A unit occupied by the owner or by any person with an interest in the unit, except for a:
  - ~~manufactured home that is owned by the family but leases only the space. Under this circumstance, the Housing Authority will approve the unit;~~
  - home owned by the family that is assisted under the Homeownership Program; or
  - shared housing arrangement as long as the owner is not a member of the participant's household or related by blood or marriage to the participant;
- Manufactured home owned by the assisted family;
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- College or other school dormitories;

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- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions<sup>57</sup>;
- Structures, such as hotels/motels or garages, that have been converted to residential housing without finalized permits for all conversion work;
- Converted garages or other structures not intended to be living areas; or
- Any other types of housing prohibited by HUD.

With the exception of VASH program participants or participants with an approved reasonable accommodation, HACSB will not approve the following special housing types: single room occupancy (SRO), congregate housing, group home, and cooperative housing.

### **9.5 Restrictions on Renting to a Relative [24 CFR 982.306]**

Assisted families will not be allowed to rent a unit from an owner (including a principal or other interest party) who is a spouse, parent, child, grandparent, grandchild, sister or brother, aunt, uncle, niece or nephew and/or cousin, of any member of the family or step-family, including in-law relationships, unless the Housing Authority has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. A determination of whether the owner is a relative to the assisted family will be at the sole discretion of the Housing Authority.<sup>58</sup>

The Housing Authority will review all such requests on a case-by-case basis. The family will be required to provide documentation of disability and how the particular unit, owned by the relative, could benefit the disabled person. Owners must provide the current physical address of their residence (not post office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit address. Owners must provide a Taxpayer Identification Number or Social Security number and may also be required to provide a copy of their driver's license or other photo identification. In addition, the Housing Authority may request a copy of the owner's current utility bills and bank statements. Failure to provide adequate documentation,

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<sup>57</sup> HUD regulations allow HUD-VASH families to live on the grounds of a VA facility in units developed to house homeless families.

<sup>58</sup> Under the Moving to Work Demonstration the Housing Authority has replaced HUD's Housing Assistance Payments (HAP) Contract with the HACSB HAP Contract and Lease Assistance Payment (LAP) Contract. These contracts also specify the Housing Authority's definition of relatives.

within ten (10) business days from the date of the request will be grounds for denial of such request.

In all cases, the owner of the assisted unit may not reside in the unit with the assisted household at any time during the term of the contract between the Housing Authority and the owner. In addition, the owner may not store trailers such as RV, motor homes, pull trailers or any such vehicle that allows occupancy on the assisted property. In addition, the owner may not utilize any other form of building or structure on the assisted property with the intent to occupy on a short or long term basis. Including any structures that does not have its own assigned city address.

### **9.6 Lease Review [24 CFR 982.305, 982.308 and 982.309]**

The family and the owner must execute and enter into a written dwelling lease for the assisted unit. This written lease is a contract between the family and the owner; the Housing Authority is not a party to this contract. The Lease must include, word-for-word, the prescribed tenancy addendum, which the Housing Authority will provide to the owner.

The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner. The Housing Authority will review the lease for compliance with federal regulations. At minimum, the lease must contain all of the required information as listed below:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, and any other information needed to identify the contract unit);
- The term of the lease (initial term and any provisions for renewal);
- The amount of the monthly rent to owner;
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
- The owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

The lease must include a statement that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy. The lease must also provide that the owner may evict the family when the owner determines that any household member is illegally using a drug or a pattern of illegal use of drugs by any

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household member who interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The lease must provide that the following types of criminal activity by a “covered person” are grounds to terminate tenancy:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management and staff residing on the premises)
- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises
- Any violent criminal activity on or near the premises by a tenant, household member, or guest
- Any violent criminal activity on the premises by any other person under the tenant’s control

The lease must provide that the owner may terminate tenancy if a tenant is:

- Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit crime, that is a felony under the laws of the place from which the individual flees
- Violating a condition of probation or parole imposed under Federal or State law

For this purpose, the family is considered to be in possession of the unit when the family has a key to the unit and the unit is fully available for the family’s exclusive use.

### ***9.6.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, and Traditional, Regulatory Assistance for Special Purpose Programs***

This section does not apply to VASH. The initial term of the assisted dwelling lease generally must be for at least one (1) year and match the term of the contract executed between the Housing Authority and the owner. A lease with a shorter term for certain housing types, like shared housing, may be permitted. Some tenant-based Special Purpose Programs, ~~such as HUD-VASH,~~ may allow for a shorter lease term as applicable.

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### **9.6.2 Veterans Affairs Supportive Housing (VASH) Program**

Initial leases under the VASH program may be less than 12 months.<sup>59</sup> The Housing Authority is not required to independently determine that a shorter term would improve housing opportunities or is the prevailing market practice.

### **9.6.3 Local Disaster Short-Term Rental Assistance Program**

The initial term of the assisted dwelling lease generally may be for less than one (1) year and match the term of the contract executed between the Housing Authority and the owner.

### **9.6.3-4 Family Unification Program**

The initial term of the assisted dwelling lease generally may be for less than one (1) year and match the term of the contract executed between the Housing Authority and the owner.

### **9.6.4-5 Emergency Housing Voucher Program**

The initial lease term will be for one (1) year unless the landlord's standard practice is to offer a shorter lease term.

### **9.7 Prohibition Against Side Payments [24 CFR 982.451(b)(4) and 982.501(c)]**

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner minus the Housing Authority's payments to the owner. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited. Dwelling units that have additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

### **9.8 Initial Inspections [24 CFR 982.305 and 24 CFR 982.401]**

All units are required to pass initial inspection prior to contract execution between the Housing Authority and the owner. Information on inspection standards is included in Chapter 10.

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<sup>59</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

### **10.1.4 Reinspection**

If a unit fails annual or biennial inspection, the Housing Authority will schedule a reinspection of the unit and notify the family and owner of the reinspection date and time by mail. In some cases, the Housing Authority will accept a self-certification of repairs along with documentation and photographs in lieu of conducting a reinspection. Self-certifications will not be accepted for emergency items. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment may be scheduled upon approval by a supervisor. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.

The family is also notified that it is a family obligation to allow the Housing Authority to inspect the unit. The family will be advised that tenant-caused deficiencies may result in termination of assistance in accordance with Chapter 16.

### **10.1.5 Special/Complaint Inspections [HCV GB, p 10-30]**

If at any time the family or owner notifies the Housing Authority that the unit does not meet inspection standards, the Housing Authority will conduct an inspection. If the reported deficiency is life-threatening, the Housing Authority must both inspect the housing unit and notify the owner if the life-threatening deficiency is confirmed within 24 hours of receiving the notification. If the reported deficiency is non-life-threatening, the Housing Authority must inspect and notify the owner of the confirmed deficiency within 15 days of receiving the notification.

The Housing Authority may also conduct a special inspection based on information from third-parties such as neighbors or public officials.

In such case, the Housing Authority will conduct a full unit inspection and the responsible party will be required to make the necessary corrections. A passed special inspection does not qualify the unit for a change to the annual/biennial inspection due date.

### **10.1.6 Quality Control Inspections [24 CFR 982.405(b); HCV GB, p. 10-32]**

Quality Control inspections will be performed based on a random sampling of units throughout the year to ensure that units maintain compliance with inspection standards, to ensure that each Inspector is conducting accurate and complete inspections, and to ensure there is consistency among Inspectors in application of the inspection standards. The Housing Authority may also conduct quality control inspections to ensure that families who were approved for an additional bedroom under a reasonable accommodation are using the additional bedroom as intended.

### **10.1.7 Move-out Inspection**

If the owner is eligible to file a claim for reimbursement for tenant-caused damage beyond normal wear and tear, the Housing Authority must first conduct a move-out inspection to confirm the condition of the unit. The owner or the owner's agent must be present for the move-out inspection.

### **10.2 Unit Deficiencies and Consequences**

Deficiencies identified during an inspection (other than the initial inspection) must be corrected within the time frames identified in this section. The Housing Authority will not withhold Housing Assistance Payments during the 24 hour or 30-day correction period or approved extension.

#### **10.2.1 Emergency Repairs [24 CFR 982.404(a)]**

Emergency items that are identified through an inspection or verified by another public agency which endanger the family's health or safety must be corrected by the owner within twenty-four (24) hours of notification.

The following items are considered of an emergency nature and must be corrected within twenty-four (24) hours of notice by the Housing Authority:

- A. Lack of security for the unit
- B. Ceiling in imminent danger of falling
- C. Major plumbing leaks or flooding
- D. Natural gas leak or fumes
- E. Electrical problem which could result in shock or fire
- F. No heat when weather conditions dictate a need for health and safety reasons
- G. Utilities not in service
- H. No running hot water
- I. Broken glass where someone could be injured
- J. Obstacle which prevents tenant's entrance or exit
- K. Lack of functioning toilet
- L. Inoperable smoke detectors
- M. Any condition cited as life-threatening by other agencies with jurisdiction

In those cases where there is leaking gas or potential of 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 the Housing Authority.



If the emergency repair item(s) are not corrected in the time period required by the Housing Authority, and the owner is responsible, the housing assistance payment will be abated and the contract may be terminated.

If the emergency repair item(s) are not corrected in the time period required by the Housing Authority and the tenant is responsible and in violation of their family obligations, the Housing Authority will take appropriate steps to enforce the family obligations.

### **10.2.2 Non-Emergency Items**

For non-emergency items, repairs must be made within thirty (30) days of the original inspection date unless an extension is granted by the Housing Authority. When it has been determined that a unit on the program fails to meet inspection standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the Housing Authority, the assistance payment to the owner will be abated. The Housing Authority will not pay any housing assistance for the time period the unit is in a failed status.

The Housing Authority may also notify landlords of recommendations for repair of items that would improve the unit but do not fail inspection standards and do not impact the health and/or safety of the participant's household.

### **10.2.3 Extension for Repairs**

The owner may request an extension for repairs beyond the thirty (30) day reinspection deadline. The request must be submitted in writing and include an estimated date for the completion of the repairs. The Housing Authority will grant extensions under the following circumstances:

- Failure of the tenant to make unit available for repairs (copies of notices to the tenant must be submitted with the owner's request);
- Illness/hospitalization of the owner during the inspection period;
- Extensive repairs requiring building permits;
- The materials or parts necessary to make repairs need to be ordered; or
- Other circumstances as approved by the Housing Manager or Director.

Additionally, the unit will not be abated if the family fails to make the unit available for re-inspection or for the repairs.

### **10.2.4 Abatement and Termination [24 CFR 985.3(f)]**

A notice of abatement and termination of contract will be sent to the owner after the unit is found in noncompliance with inspection standards at the correction date or approved



extension. The abatement will be effective from the first day of the month after the date of the failed re-inspection. The contract termination date will be ninety (90) days after the effective date of the abatement.

At any time during the abatement, the family may give notice to terminate the lease and request a voucher to move. However, if repairs are not completed within the first sixty (60) days of the abatement, a final contract termination notice will be sent. At that time, the family will be required to attend a move briefing if the family has not already done so and will be issued a Family Obligations Agreement or Voucher for an initial term of 90 days.

The owner may still make repairs on the unit during the abatement period. However, the owner must notify the Housing Authority that repairs have been completed and that the unit is ready for inspection. After receiving notification of completed repairs, the Housing Authority will conduct a reinspection within fourteen (14) days. The family and owner will be notified of the reinspection date in writing. Payment will resume on a unit the day it passes inspection.

No retroactive payments will be made to the owner for the period of time the housing assistance was abated and the unit did not comply with inspection standards.

If repairs are completed before the effective termination date, the termination may be rescinded by the Housing Authority if the participant chooses to remain in the unit. Only one (1) reinspection will be conducted after the termination notice is issued.

### **10.3 Determination of Responsibility [24 CFR 982.404]**

Certain inspection standard deficiencies are considered the responsibility of the family:

- A. Tenant-paid utilities not in service
- B. Failure to provide or maintain family-supplied appliances
- C. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

If an inspection deficiency is tenant caused, the owner may make the repair and charge the tenant for the cost of the repair or require the tenant to repair the deficiency. If the owner is requiring the tenant to make repairs, the owner must inform the tenant and the Housing Authority of the repairs that are the tenant's responsibility upon receiving the results of the first inspection. The change of responsibility to remedy the HQS violation

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from owner to tenant is subject to Housing Authority review and approval. The owner is responsible for all other inspection standard violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The Housing Authority may terminate the family's assistance on that basis.

If a ~~non-emergency~~ violation of inspection standards is determined to be the responsibility of the family, the Housing Authority will require the family make any repair(s) or corrections within thirty (30) days or twenty-four (24) hours for a life-threatening breach. If the repair(s) or correction(s) are not made in this time period, the Housing Authority will terminate assistance to the family. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the contract will terminate when assistance is terminated.

### 10.4 Additional Local Requirements [24 CFR 982.406]

The Housing Authority adheres to all HUD required inspection standards under Housing Quality Standards (HQS). The Housing Authority has also adopted additional quality standards in alignment with HUD regulations, California law, local codes and Housing Authority policy. These policies are not likely to adversely affect the health or safety of participant families or severely restrict housing choice. These additions are clarifications of HUD's acceptability criteria or performance standards.

All Housing Authority inspection standards can be reviewed through the Housing Authority website at: [www.hacsb.com](http://www.hacsb.com). Specifically, HACSB has clarified the following criteria for all units in the Housing Services program:

1. Thermal Environment [HCV GB p.10-7]
  - Primary heat source must be capable of generally maintaining an even temperature of sixty-five (65) degrees in all rooms in the unit living and sleeping area.  
A working air conditioning or cooling system capable of cooling one central area of the unit is required where any monthly average temperature exceeds ninety-five (95) degrees (Based on NOAA data). See [www.hacsb.com](http://www.hacsb.com) for more information.
2. Water Heaters

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will consider whether the bathroom and/or kitchen is private or shared. When these facilities are private versus shared, HACSB may provide additional consideration when determining the reasonable rent.

### **11.4 Payment Acceptance and Certification**

Owners will be advised that by accepting each monthly payment from the Housing Authority s/he will be certifying that the rent to owner is not more than rent charged by owner for comparable unassisted units in the premises. If requested, the owner must provide to the Housing Authority information on rents charged by the owner for other units in the premises or elsewhere. The Housing Authority will only request information on the owner's units elsewhere if the Housing Authority has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

### **11.5 Payment Standards for the Housing Services Program [24 CFR 982.4])**

The payment standard is used to calculate the housing assistance payment for a family. *Payment standard* is defined as "the maximum monthly assistance payment for a family assisted in the program (before deducting the total tenant payment by the family)."

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the Housing Authority's subsidy standards or (2) the payment standard for the size of the dwelling unit rented by the family. The payment standard for space rent is equal to the family unit size under the subsidy standards.

#### **11.5.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH), Emergency Housing Voucher (EHV) and Family Self-Sufficiency Programs**

This section applies to new admissions and changes of unit under the Veterans Affairs Supportive Housing (VASH) program effective January 1, 2021, or as soon as practicable thereafter.

The Housing Authority has established a comprehensive payment standard schedule that is based on rental submarkets in the County of San Bernardino.<sup>62</sup>

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<sup>62</sup> The FY 2009 Moving to Work Annual Plan including Activity 12: Local Payment Standards which authorized the creation of local payment standards for the County of San Bernardino.

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At least annually, the Housing Authority will review the local payment standards. The agency may subsequently increase or decrease the payment standards. Payment standard increases will generally be applied at the participant's first recertification which occurs after the Housing Authority adjustment. However, an increase to the Local Payment Standards will not be automatically applied at recertification if the participant has leased a unit that is larger than their approved voucher subsidy size ("over-housed" participants). Increases to the Local Payment Standards will apply to over-housed participants only if a rent increase is requested by the landlord and approved in accordance with HACSB's rent reasonableness policies. For operational or fiscal purposes, the Housing Authority may apply the redetermined payment standards prior to the next recertification.

Before increasing the payment standard, the Housing Authority may review the budget to determine the impact projected subsidy increases would have on funding available for the program and the number of families served. For this purpose, the Housing Authority will compare the number of families who could be served under a higher payment standard with the number assisted under current payment standards.

If the payment standard is reduced, the payment standard will remain unchanged for families that are under HAP contract when the payment standard reduction occurred. However, if a change to the household size results in a reduction to the family's subsidy standard unit size, the payment standard for the appropriate subsidy standard unit size will apply at recertification.

An exception payment standard may be approved if necessary, as a reasonable accommodation for a family that includes a person with disabilities per Notice PIH 2013-26. The Housing Authority may approve an exception payment standard up to 120 percent of Fair Market Rent (FMR) or up to 140 percent of the FMR for the VASH program.<sup>63</sup> HUD approval is required for an exception payment standard above 120 percent of FMR or 140 percent of FMR for the VASH program.

### ***11.5.2 Traditional, Regulatory Assistance for Special Purpose Programs***

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH) program admitted or changing units effective January 1, 2021 (see 11.5.1) or the Emergency Housing Voucher Program.

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<sup>63</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

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For participants in Traditional, Regulatory Assistance for Special Purpose Programs the payment standard schedule is based on HUD's Fair Market Rents. ~~The payment standard schedule and~~ is updated annually. Increases in the payment standard will be applied at the participant's next annual recertification. Decreases in the payment standard will be applied at the participant's second annual recertification after the effective date of the decrease.

For the Continuum of Care program, the payment standard is used as a guide. The rent for the unit must be rent reasonable and may also be subject to available funding.

For the HOPWA program, the gross rent of the unit must be equal to or less than the payment standard for family's authorized unit size, and the requested rent must be rent reasonable. On a case-by-case basis, the Housing Authority may approve rent amounts up to 120% of the payment standard for no more than 10% of the units.

For special purpose program families, the Housing Authority may approve a payment standard of up to 120 percent of FMR if required as a reasonable accommodation for a family that includes a person with disabilities per Notice PIH 2013-26. For the HOPWA program, HUD approval is not required for reasonable accommodation payment standard requests above 120 percent of FMR.

### **11.5.3 Shared Housing**

The payment standard for a family in shared housing is the lower of the applicable program's payment standard for the family unit size or the pro-rata share of the program's payment standard for the shared housing unit size. The pro-rata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private, non-shared space by the total number of bedrooms in the unit.

Example: Household contains 3 people and is issued a 2-bedroom FOA/voucher. The shared housing unit is a 3-bedroom and the family will be occupying 2 bedrooms:

- 2 Bedrooms for assisted family ÷ 3 Bedrooms in the unit .667 pro-rata share
- 2 BR payment standard: \$1,200
- 3 BR payment standard: \$1,695
- \$1,695 x .667 (pro-rata share) = \$1,131
- \$1,131 is lower than the \$1,200 payment standard for the 2 BR family unit size
- \$1,131 is the payment standard used to calculate the HAP

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the scheduled effective date of the recertification.

### 12.7 Participant Portion of Rent Decreases

If a participant's portion of the rent decreases, it will be effective on the recertification due date. If the family causes a delay so that the processing of the recertification is not complete by the anniversary date, the rent change will be effective on the first day of the month following completion of the recertification processing by the Housing Authority.

### 12.8 Reporting Interim Changes

Participants are required to report certain changes between recertifications. Families must report all criminal cases within ten (10) business days. Families must report all changes that may affect the family's eligible subsidy standards within 10 business days of the change occurring, including a household member(s) no longer needing a live in aide or approved additional bedroom due to reasonable accommodation. Other changes that must be reported vary based on the program type of the participant.

#### 12.8.1 Changes in Family Composition

For all Housing Services Programs, participants must report all changes in household composition and income within ten (10) business days of the change, including changes due to birth, adoption, marriage or court-awarded custody. All additions to the household must meet the eligibility criteria described in Eligibility Factors for Admission Chapter of this Administrative Plan and program occupancy standards in Chapter 5.

An interim recertification does not affect the next date of the regularly scheduled recertification.

##### 12.8.1.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, ~~Veteran Affairs Supportive Housing (VASH)~~ and Emergency Housing Voucher Programs

For post-HOTMA interims effective 10/1/2024 or as soon as practicable thereafter:

If any new family member is approved to be added to the household, the income of the new family member will not be added until the next recertification.<sup>67</sup> For household size reductions, changes to the subsidy standard will occur at the next regularly scheduled recertification. Generally, household size increases will not result in changes to the

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<sup>67</sup> HACSB's MTW Plan, Activity 4: Biennial and Triennial Recertifications, states that interim reexaminations will not be completed between recertifications.



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subsidy standard unless the household addition was the result of a birth, adoption or court-awarded custody. If the increase in subsidy standard is due to birth, adoption or court-awarded custody, HACSB will update the family's voucher size to reflect the change in family composition at interim reexamination.

For pre-HOTMA interims effective prior to the enactment of post-HOTMA provisions above:

If any new family member is approved to be added, the income of the new family member will be added to the household. The Housing Authority will conduct an interim recertification to determine such additional income and will make the appropriate adjustments in the housing payment. For household size reductions, changes to the subsidy standard will occur at the next regularly scheduled recertification. Generally, household size increases will not result in changes to the subsidy standard unless the household addition was the result of a birth, adoption or court-awarded custody. If the increase in subsidy standard is due to birth, adoption or court-awarded custody, HACSB will update the family's voucher size to reflect the change in family composition at interim reexamination.

### 12.8.1.2 Traditional, Regulatory Assistance for Special Purpose Programs and Family Self-Sufficiency (FSS) Program

This section ~~does not apply~~ ies to participants of the Veterans Affairs Supportive Housing (VASH) ~~or Emergency Housing Voucher programs (see 12.8.1.1).~~

For post-HOTMA interims effective 10/1/2024 or as soon as practicable thereafter:

If any new family member is approved to be added, an interim reexamination of family income and rent will not be completed unless the unearned income of the new family member would result in increase in adjusted annual income of 10% or more. If a household size change results in a reduction in adjusted income, the Housing Authority will complete an interim reexamination. However, changes to the subsidy standard will occur at the next regularly scheduled recertification. Generally, household size increases will not result in changes to the subsidy standard unless the household addition was the result of a birth, adoption or court-awarded custody. If the increase in subsidy standard is due to birth, adoption or court-awarded custody, HACSB will update the family's voucher size to reflect the change in family composition at interim reexamination.

For pre-HOTMA interims effective prior to the enactment of post-HOTMA provisions above:

If any new family member is approved to be added, the income of the new family member will be added to the household. The Housing Authority will conduct an interim recertification to determine such additional income and will make the appropriate adjustments in the housing payment. For household size reductions, changes to the subsidy standard will occur at the next regularly scheduled recertification. Generally, household size increases will not result in changes to the subsidy standard unless the household addition was the result of a birth, adoption or court-awarded custody. If the increase in subsidy standard is due to birth, adoption or court-awarded custody, HACSB will update the family's voucher size to reflect the change in family composition at interim reexamination.

### **12.8.2 Changes in Income<sup>68</sup>**

Families must report all changes in income in accordance with the policies outlined in this section. Upon receipt of an interim change, the Housing Authority will conduct an interim reexamination, if required, within a reasonable time. Reasonable processing may vary based on the amount of time it takes to verify information, but generally should not be longer than 30 days after the family reports changes in income to the Housing Authority.

#### **12.8.2.1 Term-Limited Lease Assistance and Streamlined Lease Assistance programs**

The Housing Authority will not process any interim recertifications due to changes in income for participants in the Term-Limited Lease Assistance or Streamlined Lease Assistance programs. Families may request a hardship exemption under certain circumstances as described in Chapter 6.

#### **12.8.2.2 ~~Veteran Affairs Supportive Housing (VASH)~~ and Emergency Housing Voucher Programs**

The Housing Authority will not process an interim reexamination due to an increase in annual adjusted income.<sup>69</sup>

The Housing Authority will process all interim reductions in annual adjusted income that are requested by the family regardless of the amount.

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<sup>68</sup> Each Housing Services Program has different interim recertification criteria based on the Housing Authority's policy and MTW authorization.

<sup>69</sup> HACSB's MTW Plan, Activity 4: Biennial and Triennial Recertifications states that interim increases will not be process. Activity 4 applies to VASH and EHV programs except that interim reexaminations will be performed for interim decreases.



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### 12.8.2.3 Traditional, Regulatory Assistance for Special Purpose Programs and Family Self-Sufficiency (FSS) Program

This section applies to participants of the Veterans Affairs Supportive Housing (VASH).

For post-HOTMA interim changes effective after 10/1/2024 or as soon as practicable thereafter:

The Housing Authority will process all interim reductions in annual adjusted income that are requested by the family regardless of the amount.

The Housing Authority will decline to process an interim reexamination of annual adjusted income and rent that is due to an increase in earned income regardless of whether the family had a previous interim decrease. Also, the Housing Authority will not process interim changes due to increased unearned income resulting in an adjusted income change of less than 10%. Earned income is not considered when estimating whether the family's adjusted income has increased. Additionally, interim increases will not be processed within three months of the effective date of the next reexamination.

Below is an example on how to determine if an interim must be performed due to an increase in unearned income of 10% or more:

Previous adjusted income:  
Unearned income: \$6,000  
Earned income: \$12,000  
Deductions: \$500  
Total adjusted income: \$17,500  
Adjusted income (excluding earned income): \$5,500  
10% of adjusted income (excluding earned income): \$550  
Adjusted income threshold: \$6,050

Current adjusted income:  
Unearned income: \$8,000  
Earned income: \$14,000  
Deductions: \$500  
Total adjusted income: \$ 21,500  
Adjusted income (excluding earned income): \$7,500

The current adjusted income of \$7,500 exceeds the 10% adjusted income threshold of \$6,050, so an interim will be processed.

The income included in the interim reexamination is:

Unearned income: \$8,000

Earned income \$12,000

Deductions: \$500

Adjusted income used to calculate new tenant rent portion: \$19,500

The Housing Authority will schedule an interim recertification for each zero-income family every ninety (90) days. However, if a family reports an income increase but the income cannot be included in an interim reexamination, the Housing Authority will discontinue zero-income reviews for the family.

For pre-HOTMA interim changes reported prior to the enactment of post-HOTMA provisions above:

The family must report any changes in income. However, if there is an increase in income of less than \$300 per month the Housing Authority will not process the interim recertification, unless there is a change in the income source, although the documentation will be notated in the participant's file. Any decreases in income will be processed.

If changes are not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered a violation of family obligations and assistance may be terminated.

The Housing Authority will schedule an interim recertification for each zero-income family every ninety (90) days.

### ***12.8.3 Housing Authority Reviews***

The Housing Authority, at its discretion, can schedule reviews in between regularly scheduled reviews to determine if an interim recertification is required. If the Housing Authority makes a calculation error at admission to the program or at recertification, an interim recertification may be conducted, if necessary, to correct the error. If the error resulted in the family being undercharged, the family will be provided with a 30-day notice, and the family will not be charged retroactively or be required to repay the Housing Authority. If the error resulted in the family being overcharged, the interim recertification will be processed retroactively, and the family will receive a rent credit. If the Housing Authority made a calculation error to the annual adjusted income of \$30 per month or less, the Housing Authority will not to correct the income determination.

business days from the date the request is received. The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The review may be conducted by a Housing Authority staff person.

The applicant will be given the option of presenting oral or written objections to the decision. Both the Housing Authority and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense. A notice of the review findings will be provided in writing to the applicant within ten (10) business days after the review. It shall include the decision of the review officers, and an explanation of the reasons for decision. All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

If the family fails to appear or provide objections for their informal review, the denial of admission will stand and the family will be so notified.

### **15.7 Homeless Serving Special Purpose Programs – Program Reviews**

Applicant families denied admission to a special program serving homeless or at-risk families (i.e. No Child Left Unsheltered, Family Unification Program or Permanent Supportive Housing Communities), due to the criminal history background of an adult household member, will be recommended for a review by the Compliance and Admissions unit.

The items necessary for review and consideration will include, but are not limited to:

- Proof of rehabilitation; which can be demonstrated by a variety of ways, including program certifications, current enrollment in rehabilitation programs, time served, etc.
- Credible letters of reference on a company/agency letterhead
- Credible letters of reference from a supportive services agency letterhead
- Documentation from parole/probation officer
- Letter signed by supportive service provider and applicant indicating that the provider will work with the applicant to clear the items on the applicant's record.

### **15.8 Violence Against Women Act**

#### **15.8.1 Introduction**

The Violence against Women Reauthorization Act of ~~2013~~ 2022 (VAWA ~~2013~~ 2022) prohibits denial of admission to an otherwise qualified applicant on the basis that the

applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. Specifically, ~~Section 606(4)(A) of~~ VAWA adds an additional<sup>a</sup> provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program. The additional<sup>a</sup> provision is that an applicant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission [24 CFR 5.2005].

### 15.8.2 Definitions [24 CFR 5.2003]

The following defines the terms as used in the VAWA legislation:

- The term *bifurcate* means, with respect to an assisted lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the State of California 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 is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim; is cohabitating, or has cohabitated with the victim as a spouse or intimate partner; shares a child in common with the victim; or commits acts against a youth or adult victim who is protected from those acts under family or domestic violence laws of the jurisdiction.<sup>76</sup>
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship

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<sup>76</sup> Detailed definitions of terms are located at 24 U.S.C. 12291(a)(12), (13) and (40).

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### 18.2 Owner Debts to the Housing Authority

If the Housing Authority determines that the owner has retained payments from the Housing Authority that the owner is not entitled to, the Housing Authority may recover these amounts from future assistance for any units under contract with the owner. Any amount due to the Housing Authority by an owner must be repaid by the owner within thirty (30) days of the determination of the debt. If the owner fails to repay the debt within the required time frame and is entitled to future assistance payments, the Housing Authority will reduce the future payments by the amount owed until the debt is paid in full. The Housing Authority may also terminate an owner's contract and sanction the owner if debts are not repaid to the Housing Authority as required.

The Housing Authority may also refer the debt to HUD's Office of the Inspector General, collection agencies, small claims court, file a civil lawsuit or a state income tax set-off program.

### 18.3 Writing Off Debts

~~A Debt~~ will be written off for an inactive participant or owner after at least two attempts have been made to collect. Following Board of Commissioners approval of the write-off, the debt will be submitted to the collection agency. If the debtor is deceased, no further action will be taken following Board approval of the write-off. if the debtor's whereabouts are unknown, the Housing Authority has no other recourse for collection of the debt, the debt is more than seven (7) years old or the debtor is deceased.

For inactive participant or owner accounts in default status prior to September 1, 2024, the accounts will be recommended for write-off if the debt is older than four (4) years or the debt has been referred to collections.

### 18.4 Records Management [24 CFR 5.212, 24 CFR 982.158 and Form-9886-A]

The Housing Authority maintains complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the Housing Authority ensures that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

All applicant and participant information is kept in a secure location and access is limited to authorized Housing Authority staff. HACSB staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family

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### **19.1.2 Traditional, Regulatory Assistance for Special Purpose Programs, Except for the Emergency Housing Voucher Program Veterans Affairs Supportive Housing (VASH) Program**

~~If neither the head of household nor the spouse/cohead of an applicant family had a domicile (legal residence) in the Housing Authority's jurisdiction at the time the family's application for assistance was submitted, the family must live in the County of San Bernardino with assistance for at least twelve (12) months before requesting portability.~~

An eligible family that is issued a HUD-VASH voucher must receive required case management services provided by the partnering VA medical facility. Therefore, special mobility and portability procedures apply to the VASH program.<sup>85</sup>

Except for victims of domestic violence, dating violence, sexual assault, and stalking, the Housing Authority must consult with the VA prior to approving a portability transfer.

~~The Housing Authority will consider exceptions to this policy for purposes of special purpose program regulatory compliance, reasonable accommodation or reasons related to domestic violence, dating violence, sexual assault, or stalking. However, any exception to this policy is subject to the approval of the receiving Housing Authority. HUD also gives the Housing Authority discretion to deny a portability move by an applicant family for insufficient funding and grounds for denial or termination of assistance.~~

~~The Housing Authority is responsible for determining whether the family is income eligible in the area to which the family wishes to move. If the applicant family is not income eligible in that area, the Housing Authority must inform the family that they may not move there and receive assistance.~~

### **19.1.3 Emergency Housing Voucher (EHV) Program**

Families assisted through the EHV program may exercise portability regardless of the family's residency at time of application. If the receiving PHA does not administer an EHV program, it may absorb the family under its own ACC or bill the initial PHA. If the receiving PHA does administer EHV, it may either bill or absorb the family if an EHV voucher is available. If portability is in connection to the family's initial lease-up under EHV, the initial PHA and receiving PHA must consult and coordinate on EHV services and assistance.

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<sup>85</sup> Details can be found in Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

### 19.4 Billing Procedures [Notice PIH 2011-03]

As receiving PHA, the Housing Authority will initiate billing by submitting to the initial Housing Authority form HUD-52665, Part II-B as well as a copy of the initial HUD-50058 form. The billing cycle for other amounts, including administrative fees will be monthly unless requested otherwise by the initial Housing Authority.

The receiving Housing Authority will bill one hundred percent (100%) of the payment to the owner, and the lesser of eighty percent (80%) \ of the administrative fee (at the initial Housing Authority's rate, pro-rated if applicable) or one-hundred percent (100%) of the receiving Housing Authority administrative fee (pro-rated if applicable) for each "portability" unit leased as of the first day of the month.

Under the Emergency Housing Voucher program, the receiving PHA is entitled to the placement fee and issuance reporting fee and may be reimbursed for the cost of services and assistance provided to the family up to a maximum of \$1,750.

The receiving Housing Authority will notify the initial Housing Authority of changes in subsidy amounts and will provide, on an annual basis and for any interims, a copy of the family's HUD-50058 and HUD 52665 form and will expect the initial Housing Authority to notify the receiving Housing Authority of changes in the administrative fee amount to be billed.

### 19.5 Incoming Portability Families

After November 1, 2014, all elderly and/or disabled incoming portability families, with the exception of participants in Traditional, Regulatory Assistance for Special Purpose programs, will become participants in the Streamlined Lease Assistance program. On or after November 1, 2017, families where the head of household, spouse or cohead is under fifty-seven (57) years of age and is not disabled will participate in the Term-Limited Lease Assistance program.<sup>86</sup>

All incoming portability families must attend a briefing. Prior to the Housing Authority scheduling the briefing, the Housing Authority must receive all required documentation, including HUD Form 52665, the Voucher or Family Obligations Agreement, the most recent 50058 and supporting documentation for income. Although income is not redetermined for eligibility, all adult members eighteen (18) years and older must pass the Housing Authority's criminal background screening criteria in accordance with

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<sup>86</sup> The FY 2009 Moving to Work Annual Plan including Activity 8: Local Policies for Portability which allows HACSB to apply its MTW flexibility to inbound portability families.



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Chapter 3 of this Administrative Plan. However, VASH portability transfers are not subject to rescreening.<sup>87</sup>

### ***19.5.1 Returning Term-Limited Lease Assistance Portability Families***

Returning Term-Limited Lease Assistance portability families are those who initially participated in the Term-Limited Lease Assistance program, ported to another jurisdiction where they leased-up, and later returned to HACSB. If the family returns after having been absorbed by the receiving housing authority, then the family will start a new five year term. If the family returns after the receiving housing authority had been billing, the family would resume the remainder of their term. For example, a Term-Limited Lease Assistance family with 14 months remaining on their term ports out to another housing authority. The family leases-up and the receiving housing authority bills HACSB for two years. After two years, the family elects to port back to HACSB. The family has 14 months remaining on their term when they return.

### ***19.5.2 Terminations of Inbound Portability Families***

The Housing Authority will notify the initial Housing Authority in writing of any termination of assistance within ten (10) days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by the Housing Authority, following the established hearing procedures included in this plan.

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<sup>87</sup> Section 8 Housing Choice Vouchers: Revised Implementation of the HUD-Veterans Affairs Supportive Housing Program, Rules and Regulations published August 13, 2024

## CHAPTER 20: PROJECT-BASED ASSISTANCE PROGRAM

### 20. Introduction [24 CFR 983.2]

The Housing Authority will allocate funding for qualifying projects within the county of San Bernardino under the Project-based Voucher Program, known hereafter as the Project-based Assistance (PBA) program. Much of the tenant-based Housing Services program regulations also apply to the project-based assistance program. The provisions of the tenant-based regulations that do not apply to the project-based assistance program are listed at 24 CFR 983.2. Except as otherwise noted in this chapter, or unless specifically prohibited by project-based assistance program regulations, the Housing Authority policies for the tenant-based program contained in this Administrative Plan also apply to the project-based assistance program and its participants.

In accordance with HACSB's approved MTW Activity 11: Local Project-Based Voucher Program, these policies governing HACSB project-based vouchers will also apply to project-based Veterans Affairs Supportive Housing (VASH) vouchers effective January 1, 2019, or as soon as practicable thereafter.

### 20.1 General Requirements [24 CFR 983.5, 983.7 and 983.8]

The Housing Authority will attach a Housing Assistance Payments (HAP) contract to rental property where the owner has constructed or rehabilitated the rental property with funding sources other than those provided under the United States Housing Act of 1937.

The Housing Authority may use up to thirty (30%) of its MTW baseline units for project-based assistance.<sup>88</sup> Before the Housing Authority issues a request for proposals, makes a non-competitive selection, or adds unit to a contract, the Housing Authority must determine the amount of budget authority that it has available for project-basing. The Agency-Housing Authority may project-base up to one hundred percent (100%) of all units in any project-based assistance community. The Housing Authority may execute HAP contracts for a term of up to twenty (20) years. Contract extensions not to exceed twenty

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<sup>88</sup> The FY 2009 Moving to Work Annual Plan included Activity 11: Local Project-Based Voucher Program which allowed for an increase in the amount of project-based assistance that can be administered by the Housing Authority as well as other program criteria. Subsequent amendments modified components of the Local Project-Based Voucher Program.

(20) years per extension may be approved if determined appropriate to continue providing affordable housing for low-income families.

Any persons displaced as a result of implementation of the project-based assistance program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) [42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The Housing Authority must comply with all equal opportunity requirements under federal law and regulations in its implementation of the project-based assistance program. This includes the requirements and authorities cited at 24 CFR 5.105(a), 24 CFR 983.8, 24 CFR 903.7(o), and Section 504 of Rehabilitation Act.

### ***20.1.1 Allocation Thresholds and Supportive Services Requirements***

As detailed in section 20.1, per the Housing Authorities Local Project-Based Assistance policies, the HACSB may project base up to one-hundred percent (100%) of all units in any project-based assistance community without the units above the regulated cap of 25% of units or 25 units in a single community, whichever is greater, having to qualify as 'exception' units.<sup>89</sup> This means that if the Housing Authority chooses to project base above 25% of units or more than 25 units in a single community, the supportive services in connection with 'exception unit' criteria per CFR 983.57 are not necessarily required. However, the Housing Authority may under certain circumstances enter into a Project-Based Voucher contract with an owner/developer that requires supportive service provision due to the needs of the special population being housed. When these circumstances occur the requirements of service provision will be the same as those detailed in section 20.9.2.3, Supportive Services Guidelines and Requirements, unless a Memorandum of Understanding is executed between the Housing Authority and the owner/developer which details other services that satisfy the service provision needs of the population. Additionally, family participation in services under the project-based program is voluntary.

### **20.2 Project-based Assistance Owner Proposals [24 CFR 983.51(b)]**

After determining the availability of funding for project-based assistance, the Housing Authority will seek out qualifying housing developments and will attach Housing

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<sup>89</sup> The FY 2009 Moving to Work Annual Plan included Activity 11: Local Project-Based Voucher Program which allowed for an increase in the amount of project-based assistance that can be administered by the Housing Authority as well as other program criteria. The FY 2010 Moving to Work Annual Plan, Amendment 3 also clarified the components of the Local Project-Based Voucher Program.

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The HACSB will consider whether travel time and cost via public transportation or private automobile to places of employment providing a range of jobs for low-income workers is excessive.

### ***20.2.7 Additional/ Alternative Requirements for Veterans Affairs Supportive Housing (VASH) PBV Housing***

HACSB may convert tenant-based HUD-VASH vouchers to project-based HUD-VASH vouchers with support of the Veterans Administration Medical Center (VAMC) up to the established PBV cap.

In consultation with the VAMC, HACSB and a project owner may amend the PBV HAP contract to redesignate a regular PBV unit as a unit specifically designated for HUD-VASH. Conversely, HACSB and an owner may redesignate a HUD-VASH PBV unit as a regular PBV unit as long as the unit is not funded by a HUD-VASH PBV set-aside award and the unit is eligible for regular PBV. HACSB will not use the waiting list to fill a HUD-VASH PBV unit vacancy.

All newly established PBV units must be selected, developed and operate in accordance with PBV program regulations and as defined in Section 20 of this Administrative Plan, except as described below.

VASH Program Requirements:

Tenants shall be selected in accordance with ~~3.11.5.2~~ Chapter 3 of this Administrative Plan.

#### A. Selection of HUD-VASH PBV projects at a VA facility

- The Housing Authority may select a HUD-VASH PBV project on the site of a VA facility through a non-competitive process but must comply with 24 CFR 983.51.

#### B. Zero HAP at Admission

- In selecting a family for an available PBV unit, the Housing Authority must determine the TTP for the family is less than the gross rent, so the unit will be eligible for a monthly HAP.
- However, if the PBV project is either on the grounds of a VA facility or there are HUD-VASH supportive services provided on-site at the project, the Housing Authority may admit a zero-HAP HUD-VASH family to HUD-VASH PBV unit as long as the family is income eligible for HUD-VASH program.

### A.C. Right to Move

- The family may terminate the assisted lease any time after the first year of occupancy. If the family has elected to terminate the lease in this manner, the HACSB must offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance as defined in 24 CFR 983.3. Comparable rental assistance would be a subsidy or other means to enable a family to obtain decent housing in the PHA jurisdiction renting at a gross rent that is not more than 40 percent of the family's adjusted monthly gross income.
- However, before providing notice to terminate the lease (with a copy to the HACSB), the family must contact the HACSB to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If a voucher or other comparable tenant-based rental assistance is not immediately available, the HACSB must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

### B. Continued Case Management Service Requirement:

- A HUD-VASH family must receive case management services from the VAMC or CBOC; however, a VAMC or CBOC determination that the participant family no longer requires case management is not grounds for termination of assistance. In such cases where a HUD-VASH family wishes to move from its PBV unit, at its option, the HACSB may offer the family continued HCV assistance through one of its regular vouchers to free up the HUD-VASH voucher for another eligible family referred by the VAMC or CBOC.
- Where case management is still required, tenant-based rental assistance will be limited to jurisdictions where VAMC or CBOC case management services are available as defined in section II.f. of the Operating Requirements and any other applicable notices.
- If no HUD-VASH voucher or comparable tenant-based rental assistance is available, the HACSB must:

C. If a HUD-VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA could require the family to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days;

D. If a HUD-VASH tenant-based voucher is still not available after that period of time, the family must be allowed to move with its HUD-VASH voucher and the HACSB would be required to replace the assistance in the PBV unit with one of its regular vouchers unless the HACSB and owner agree to remove the unit from the HAP contract; and

E. If after 180 days, a HUD-VASH tenant-based voucher does not become available and the PHA does not have sufficient available funding in its HCV program to attach assistance to the PBV unit, the family may be required to remain in its PBV unit until such funding becomes available. In determining if funding is insufficient, the PHA must take into consideration its available budget authority, which also includes unspent prior year HAP funds in the PHA's Net Restricted Assets account.

### **20.3 Dwelling Units [24 CFR 983.101 and 983.101(c)]**

The Inspection Standards described in Chapter 10 of this Administrative Plan for the tenant-based assistance program generally apply to the project-based assistance program. The physical condition standards at 24 CFR 5.703 do not apply to the project-based assistance program.

The lead-based paint requirements for the tenant-based program do not apply to the project-based assistance program. Instead, the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR part 35, subparts A, B, H and R apply to the project-based assistance program.

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The Housing Authority must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 as implemented by HUD regulations at 24 CFR 8, subpart C. Housing first occupied after March 13, 1991 must comply with design and construction requirements of the Fair Housing Amendments Act of 1998 and implementing regulations at 24 CFR 100.201 as applicable.

### **20.3.1 Unit Types**

The Housing Authority may attach project-based assistance to existing housing or newly constructed or rehabilitated housing in accordance with 24 CFR 983.52. The Housing Authority may also attach project-based assistance to the following other housing types listed at 24 CFR 983.53: Shared housing; units on the grounds of a penal, reformatory, medical, mental health, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care; manufactured homes; transitional housing; single-room occupancy; and congregate housing. The Housing Authority may attach project-based assistance to other housing types as needed.<sup>92</sup>

## **20.4 Inspecting Units [24 CFR 983.103(a)]**

### **20.4.1 Pre-HAP Contract Inspections**

The Housing Authority must inspect each contract unit prior to execution of the HAP contract. The Housing Authority may not enter into a HAP contract covering a unit until the unit fully complies with inspection standards. Any newly constructed development that has a Certificate of Occupancy less than one (1) year old at execution of a HAP Contract with the Housing Authority will be considered to meet Pre-HAP contract inspection requirements<sup>93</sup>.

### **20.4.2 Turnover Inspections**

Before providing assistance to a new family in a contract unit, the Housing Authority must inspect the unit. The Housing Authority may not provide assistance on behalf of the family until the unit fully complies with Housing Authority inspection standards.

### **20.4.3 Annual Inspections**

At least annually during the term of the HAP contract, the Housing Authority will inspect a random sample consisting of at least twenty percent (20%) of the units covered under the HAP Contract to determine if the contract units and the premises are being maintained in accordance with inspection standards. Turnover inspections are not counted toward

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<sup>92</sup> The modification to HACSB's MTW Activity 11 made through the FY 2017 MTW Plan allows the Agency to attach Project-Based Assistance to other housing types.

<sup>93</sup> The FY 2009 MTW Plan created a local Project-Based Voucher program that allows the Agency to use the Certificate of Occupancy.



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meeting this annual inspection requirement.<sup>94</sup> The Housing Authority's policies related to HQS enforcement and abatement are outlined in Chapter 10.

### **20.4.4 Other Inspections**

The Housing Authority must inspect contract units whenever needed to determine that contract units comply with inspection standards and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The Housing Authority must also take into account complaints and other information coming to its attention in scheduling inspections.

The Housing Authority must conduct follow-up inspections needed to determine if the owner (or if applicable, the family) has corrected an inspection violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violations of inspection standards.

### **20.4.5 Inspecting Housing Authority-Owned or Affiliated-Owned Units**

Inspections for Housing Authority-owned or affiliate-owned units must be performed by an independent agency designated by the Housing Authority.

### **20.5 Rehabilitated and Newly Constructed Units [24 CFR 983.151]**

In order to offer project-based assistance in rehabilitated or newly constructed units, the Housing Authority must enter into an Agreement to Enter into Housing Assistance Payments Contract (AHAP) with the owner of the property.

In the Agreement the owner agrees to develop the project-based contract units to comply with inspection standards and the Housing Authority agrees that upon timely completion of such development in accordance with the terms of the AHAP, the Agency will enter into a HAP contract with the owner for the contract units.

If an Agreement covers the development of nine (9) or more contract units (whether or not completed in stages) the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The owner, contractors and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5 and other applicable federal labor relations laws and regulations.

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<sup>94</sup> The FY 2022 MTW Plan modified Activity 11: Local Project-Based Voucher Program to group all units under a single HAP contract into a single building for the purpose of determining the number of inspections to be performed.

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Revised: ~~July~~ September 2024

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

The Agreement and HAP Contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs. The owner must also disclose any possible conflict of interest that would be a violation of the AHAP, HAP contract or HUD regulations.

The AHAP must specify the deadlines for completion of the housing and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Upon submittal of evidence of completion and a signed certification ~~notice~~ from the owner that the housing is completed, the Housing Authority must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with inspection standards and any additional requirements imposed under the AHAP. The Housing Authority must determine if the owner has submitted all required evidence of completion. If the Housing Authority has determined that the work has been completed in accordance with the AHAP and that the owner has submitted all required evidence of completion, the Housing Authority must submit the HAP contract for execution by the owner and then must execute the HAP contract.

### **20.6 Housing Assistance Payments Contract [24 CFR 983.203]**

The Housing Authority must enter into a HAP contract with an owner for units that are receiving project-based assistance. The Housing Authority may elect to enter into a HAP contract with an owner for a total number of units by bedroom size in the development rather than specify the exact units that will be subsidized. In addition, the Housing Authority may execute project-based assistance HAP contracts for groupings of non-contiguous scattered-site properties and to contract for a total number of units by bedroom size within a development rather than for specific units. At the Housing Authority's discretion the HAP contract may be amended to substitute a different unit and

entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

For the additional unit types eligible to be assisted using HACSB's MTW flexibility, HACSB will use its Local Payment Standard (LPS) to determine rent reasonableness and maximum HAP. If a shared housing unit is not fully occupied, HACSB will pay the full HAP for the unit for up to sixty days. After sixty days, the HAP will be prorated to reflect the percentage of occupied bedrooms.

### **20.7 Selection of Project-Based Assistance Program Participants [24 CFR 983.251(a) and (b)]**

Many of the provisions of the tenant-based regulations also apply to the project-based assistance program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the project-based assistance program. For example, the Housing Authority maintains site-based waiting lists at each of its senior project-based assistance communities and a mixture of site-based and regional waiting list for other communities. These waiting lists are described in further detail below.

The Housing Authority will select families for the project-based assistance program in the following priority order:

1. In-place households:
  - Eligible households who reside in the proposed project-based assistance contract unit on the date the proposal is awarded
  - Eligible in-place public housing conversion families
2. Eligible public housing families who are displaced due to demolition and/or disposition of a public housing development
3. Current PBV program participants on the unit transfer list
4. Applicants on a Project-Based Assistance waiting list

Applicants for project-based assistance must meet the same eligibility requirements as applicants for the tenant-based program. It is the Housing Authority's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan. By maintaining an accurate waiting list, the Housing Authority will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so

that program funds are used in a timely manner. The Housing Authority uses site-based waiting lists at each senior project-based development and regionalized waiting lists for its scattered-site communities. The owner must comply with all requirements outlined in this Administrative Plan. Owner developers awarded project-based units must submit the following plans to the Housing Authority for review and approval prior to execution of an AHAP or HAP Contract:

- Marketing Plan to describe marketing and outreach activities
- Tenant Screening Plan which covers, screening criteria and procedures and requirements when applicants do not meet the criteria.

The Housing Authority staff will conduct all aspects related to tenant eligibility, intake and recertification processes as outlined in the Eligibility chapter of this Administrative Plan.

The owner is responsible for screening applicants for suitability for tenancy.

### ***20.7.1 Project-Based Communities Designated for Elderly Households***

Certain project-based communities are designated for families where the head of household, spouse or cohead is sixty-two (62) years of age or older. Families that do not meet this age criteria are not eligible for the senior project-based communities.

### ***20.7.2 Project-Based Communities for Special Needs***

Certain project-based communities are designated for special needs and/or homeless populations and provide supportive services. To be eligible for project-based communities designated for families with special needs, families must be homeless and/or need the specific service provided to the supportive housing residents. For these communities, the Housing Authority only accepts referrals to the waiting list from community partners.

#### ***20.7.2.1 No Child Left Unsheltered (NCLU)***

Three (3) project-based voucher contracts provide forty (40) units designated for eligible unsheltered homeless families with children under the No Child Left Unsheltered (NCLU) program.<sup>97</sup> Families with children must be unsheltered at time of application, but do not otherwise qualify as chronically homeless under the HUD definition, but who:

- Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 90 days immediately preceding the date of application for homeless assistance; and

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<sup>97</sup> The FY 2014 MTW Plan included Activity 23: No Child Left Unsheltered. In March 2015, the Housing Commission and Board of Governors approved 40 project-based voucher units reserved for this activity.

- Have experienced persistent instability as measured by two moves or more during the six-month period immediately preceding the date of applying for homeless assistance; and
- Can be expected to continue in such status for an extended period of time because of chronic disability, chronic physical health or mental health conditions, substance use disorder, history of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or
- Two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

HACSB has partnered with a variety of local community service providers, including the school system, to identify and refer families, particularly those with school-age children, who are unsheltered. Service coordination for NCLU families is provided by the Department of Behavioral Health.

### 20.7.2.2 Veteran Program

Northgate Village provides 12 PBV units for homeless veterans who do not qualify for Veterans Administration (VA) services. HACSB has partnered with a variety of local veteran organizations to identify and refer eligible homeless veterans. Service coordination is provided by the Department of Behavioral Health.

### 20.7.2.3 Permanent Supportive Housing

Golden Apartments and Desert Haven provide PBV units with voluntary supportive services to homeless individuals and families. Referrals to the property waitlists are received from the Coordinated Entry System (CES), City of Victorville (for Desert Haven only) and the Inland Empire Health Plan (IEHP). The CES referrals must meet the definition of chronically homeless under 24 CFR 578.3 and are prioritized based on the level of acuity. IEHP referrals must be homeless but do not need to meet the chronically homeless definition. Income limits may differ based upon the requirements of other funding sources utilized for the developments.

Ten units at Yucaipa Horizons and two units at Bloomington Phase I are designated for Mental Health Services Act (MHSA) housing program participants. The San Bernardino County Department of Behavioral Health (DBH) refers families qualifying for on-site supportive services to these waitlists.

Twenty (20) units at Bloomington III are designated for persons with disabilities who are homeless or at risk of homelessness. Ten (10) units are reserved for MHSA program

participants who are referred to the waiting list by DBH. Ten (10) units are reserved for IEHP referrals.

Las Terrazas provides nine (9) units for homeless individuals under 20% AMI. CES is utilized for referrals to the property's waitlist. CES prioritizes referrals in the following order: (1) chronically homeless, (2) currently homeless, and (3) at-risk of chronic homelessness. Supportive services and case management are provided by DBH or a contractor.

### **20.8 In-Place Families [24 CFR 983.251(b)]<sup>98</sup>**

An eligible family residing in a proposed project-based assistance contract unit on the date the proposal is awarded by the Housing Authority is considered an “in-place family.” These families are afforded protection from displacement under the project-based assistance program. This regulatory protection from displacement does not apply to families that are not eligible to participate in the PBA program. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is awarded the in-place family must be referred to the Housing Authority for determination of eligibility.

If the in-place family is in the wrong sized unit the family may not be admitted to the project-based assistance program for occupancy in their original unit. The owner may relocate the family to an appropriately sized project-based unit within the development or place the family on the project-based assistance site-based waiting list for an appropriate sized unit. However, the Housing Authority may allow an exception to this policy and admit a family in the wrong sized unit if the owner agrees to accept a project-based assistance contract rent that does not exceed the Housing Authority subsidy standard approved for the in-place family during the initial term of the lease. After the initial lease term, the Housing Authority will notify the family and the owner of the family's need to move based on occupancy in a wrong-size project-based assistance unit.

### **20.9 Public Housing Conversions**

#### **20.9.1 Public Housing Dispositions<sup>99</sup>**

In place public housing conversion families are continuously assisted applicants since the family is currently receiving assistance under a 1937 Housing Act program. The family is

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<sup>98</sup> The FY 2010 MTW Plan, Amendment 3 included flexibility related to in-place families.

<sup>99</sup> The FY 2010 MTW Plan, Amendment 3 further clarified the Local Project-Based program and included additional detail on public housing conversions.



The owner may not charge extra amounts for items customarily included in the rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

### **20.15 Owner Termination of Tenancy [24 CFR 983.257]**

The owner of a project-based assistance unit may terminate tenancy for the same reasons as an owner may in the tenant-based program. In the project-based assistance program, terminating for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Per the RAD Public and Indian Housing (PIH) Notice 2012-32 Households that occupy RAD conversion units have additional protections in regard to termination of tenancy and eviction. For further protections in regard to RAD household termination of tenancy and eviction, see Chapter 20.

### **20.16 Tenant Absence from the Units [24 CFR 983.256(g) and 982.312(a)]**

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by Housing Authority policy as outlined in Chapter 4 of this Administrative Plan.

### **20.17 Security Deposits [24 CFR 983.258]**

The owner may collect a security deposit from the tenant. The Housing Authority may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. When the tenant moves out of a contract unit, the owner is subject to state and local law regarding disposition of the security deposit. The Housing Authority has no liability of responsibility for payment of any amount owed by the family to the owner.

### **20.18 Moves [24 CFR 983.259, 983.260, and 983.261]**

#### **20.18.1 Wrong Sized Unit**

If the Housing Authority determines that a family is occupying a wrong sized unit due to changes to the family composition, ~~based on the Housing Authority's subsidy standards,~~ or a unit with accessibility features the family does not require, and the unit is needed by a family that does require the features, the Housing Authority must ~~promptly~~ notify the family and the owner of this determination within 30 days, ~~and Within 60 days from the Housing Authority's determination,~~ the Housing Authority must offer the family the opportunity to receive continued housing assistance in another unit through either project-based assistance in the same building or project or tenant-based assistance under the



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~~Streamlined Fixed Lease Assistance for Elderly/Disabled or Streamlined Tiered Assistance for Career Focused Families program.~~ If the family chooses to transfer to another PBV unit but is placed on the waiting list, the maximum waiting period is 90 days. ~~After 90-days, if no PBV unit is available and there is no~~ If there is no tenant-based funding available, the family can continue to reside in the PBV unit (if overhoused) under the tenant-based program and the PBV unit will be removed from the HAP contract. or elect to discontinue assistance and remain on a tenant-based waiting list. The unit may be reinstated to the HAP contract after the family vacates the property. For overcrowded units, if there is no PBV unit of appropriate size available, the family will be provided a tenant-based voucher, regardless of available funding.

If the family is offered an appropriate sized PBV unit, the family will be provided 30 days to move. If the family requests an extension, one 30-day extension may be granted. Assistance will be terminated if the family fails to move within the time allotted or refuses the offer of another unit and does not move out within 30 days.

If the Housing Authority offers the family tenant-based assistance, the Housing Authority must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the initial 60-day term of the family's search indicated on either the Voucher or Family Obligations Agreement. The family may request and the Housing Authority may grant an additional 60-day extension.

### **20.18.2 Other Moves**

A project-based voucher (PBV) participant (excluding certain families receiving on-site supportive services) may request a tenant-based voucher to move after two years of occupancy.<sup>106</sup> A RAD participant may request a tenant-based voucher to move after one year of occupancy. PBV participants requesting to move must submit a written request to move. Move requests will be approved in accordance with the Housing Authority's program moves policies outlined in Chapter 13.

~~The move must be approved in accordance with the Housing Authority's Program Moves policy outlined in this Administrative Plan.~~ If the family moves out or terminates the lease before the end of the initial residency period of two years for PBV or one year for RAD, the family relinquishes any right to continued assistance under the tenant-based voucher

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<sup>106</sup> The FY 2020 MTW Plan, Amendment 3, Activity 11: Local Project-Based Voucher Program specifies that the family must remain in a PBV unit for a minimum of 2 years before being eligible to request a tenant-based voucher. Activity 11 also states that HACSB may not provide a tenant-based voucher upon completion of the initial two-year term of assistance for families receiving on-site supportive services.

program and project-based voucher program, and the family's assistance will be terminated.

For families receiving on-site supportive services at permanent supportive housing developments, the service provider must certify that the family no longer needs the on-site supportive services before HACSB will approve a tenant-based voucher. Should a household be approved to move, households residing in project-based assistance units will have automatic priority, based on funding availability. The family must contact the Housing Authority to request tenant-based assistance prior to providing notice to terminate the lease to the project-based owner. If the family is electing to move to the tenant-based voucher program, the family will be transferred to either the Streamlined Fixed Lease Assistance for Elderly/Disabled or Term-Limited Lease Assistance programs, whichever is appropriate. If the family terminates the assisted lease before the end of the contract term, the family relinquishes the opportunity for continued tenant-based assistance.

If the HAP Contract is not renewed or is terminated, residents will be offered an opportunity to move or remain in the unit with tenant-based assistance under the Streamlined Fixed Lease Assistance for Elderly/Disabled or Streamlined Tiered Assistance for Career Focused Families ~~program~~ and the same rent calculation tier. Unless the family's recertification is due at the time of the program transfer, the family's income will not be updated.

## 20.19 Transfers

### 20.19.1 Mandatory Transfers

Participants will be required to make a mandatory move either within the project-based assistance community or to another project-based assistance community for the following reasons:

- Locate to another unit if the family becomes over housed or underhoused in accordance with the Occupancy Standards described in this Administrative Plan.
- Natural disaster or non-tenant caused damage that makes the unit uninhabitable, including failure under the Housing Authority's inspection standards; or
- Change in household composition due to a birth/adoption or court ordered custody that results in the housing unit being overcrowded in accordance with the Housing Authority's subsidy standards.

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Revised: ~~July~~ September 2024

The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until the HACSB opens the waiting list.

When a resident project-based family rejects a unit without good cause, does not move out of the PBV unit within 60 days of the unit offer, or both, the HACSB will terminate the project-based assistance at the expiration of the 60-day period. [24 CFR 983.259 (c)(2)]

### **20.21 Payments to Owners [24 CFR 983.351]**

During the term of the HAP contract, the Housing Authority must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with Housing Authority inspection standards and is leased and occupied by an eligible family. The HAP must be paid to the owner on or about the first business day of the month for which payment is due unless the owner and the Housing Authority agree on a later date.

Except for discretionary vacancy payments, the Housing Authority must not make any HAP payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit). Generally, vacancy payments are not provided by the Housing Authority. However, the Board may approve vacancy payments on a project-by-project basis.

The amount of HAP by the Housing Authority is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance). If the family's TTP exceeds the contract rent, the HAP will be zero, and the family's rent portion will be equal to the contract rent. The family will remain on the program for 180 days. After 180 days, assistance will be terminated. The family is not required to move from the unit unless stipulated in the lease.

In order to receive HAP payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

The family is not responsible for the portion of the rent to owner that is covered by the HAP payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the Housing Authority. Likewise, the Housing Authority is responsible only for making the HAP payment to the owner in accordance with the HAP contract. The Housing Authority is not responsible for paying tenant rent, or any other claim by the owner, including damages to the unit.

# Housing Authority of the County of San Bernardino

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Revised: ~~July~~ September 2024

### **20.22 Adding, Substituting and Removing Units from HAP Contract**

Project-based voucher units will remain under HAP contract even if the unit is not leased or no HAP has been paid for more than 180 days.<sup>107</sup> If another unit is available, a unit substitution may occur. The Housing Authority may permanently remove PBV units from the HAP contract if the owner has not made good faith efforts to fill vacancies, is in violation of the inspection requirements, or for other good cause provided in the HAP contract. Additions to the HAP contract that result in an increase to the number of units provided in the initial contract must further the goals of the PBV program of deconcentrating poverty and expanding housing and economic opportunities, be consistent with the HACSB's Moving to Work Plan and Local Project-Based Voucher Policies and receive Board approval.

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<sup>107</sup> The FY 2023 Moving to Work Plan, Activity 11: Local Project-Based Voucher Program permits PBV units to remain under HAP contract even if no HAP has been made for more than 180 days.

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**September 16, 2024**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Revisions to the Admissions and Continued Occupancy Policy of the Housing Authority of the County of San Bernardino

## **RECOMMENDATION(S)**

Adopt Resolution No. 203 approving revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's Public Housing program.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.**

## **FINANCIAL IMPACT**

Approval of the proposed revisions to the Admissions and Continued Occupancy Policy (ACOP) will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget.

## **BACKGROUND INFORMATION**

HACSB's ACOP outlines the adopted policies that govern the Public Housing program. This program provides rental subsidies for low-income families leasing. The ACOP is required of all housing authorities administering the Public Housing program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The ACOP is continuously reviewed for compliance and efficiency, HACSB staff take the opportunity to make minor changes when material changes are brought to the board. Below is a table summarizing the proposed revision along with the attached corresponding section from the ACOP with the redline changes.

<b>Section</b>	<b>Topic</b>	<b>Change</b>
5.3.2	Streamlined Tier Lease Assistance for Career-Focused Families	Removes Streamlined Fixed Lease Assistance for Career-Focused Families to align with the MTW Plan

To ensure alignment with HUD regulations and to promote program efficiency, it is recommended the Board adopt the resolution to approve the proposed changes to the ACOP.

Revisions to the Admissions and Continued Occupancy Policy Governing the Housing Authority  
of the County of San Bernardino's Public Housing Program  
September 16, 2024

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on September 4, 2024.

**HOUSING AUTHORITY RESOLUTION NO. 2024-203**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMISSIONS AND  
CONTINUED OCCUPANCY POLICY GOVERNING THE HOUSING AUTHORITY OF THE COUNTY  
OF SAN BERNARDINO'S RENTAL ASSISTANCE PROGRAMS**

**RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Admissions and Continued Occupancy Policy which outlines regulations necessary to administer the Public Housing program on behalf of the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD requires public housing agencies to amend their Admissions and Continued Occupancy Policy to incorporate changes and define policy relative to administration of Public Housing Program; and

**WHEREAS**, HACSB desires to amend its policies and procedures to incorporate new HUD regulations as well as revise language in other sections.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's rental assistance programs, attached hereto as Exhibit "A" and incorporated by reference herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SAN BERNARDINO        )       ss.



I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Monday, September 16, 2024.

\_\_\_\_\_  
Secretary

# Housing Authority of the County of San Bernardino

## Affordable Housing Programs ACOP

Revised: ~~July~~ **September 2024**

Lease Assistance for Elderly/Disabled Families program. Families will no longer have the option to be placed on the flat rent. This also applies to the former Upland Housing Authority (UHA) elderly/disabled families as a result of the voluntary transfer on July 1, 2017 with a recertification date of January 1, 2018 or later; future ACOP references to Streamlined Fixed Lease Assistance families will also apply to these former UHA families.

### **5.3.2 Streamlined Tiered Lease Assistance for Career-Focused Families**

The Housing Authority will calculate family rent share by selecting the greatest of ~~thirty-six~~ **thirty** percent (~~30~~**36**%) of monthly ~~annual gross~~ income, the baseline rent, or the minimum rent.<sup>12</sup> ~~If the family is leasing a unit that is larger than their approved subsidy standard size and the family chooses to remain in the unit at program implementation or has chosen to rent a unit that is larger than their approved subsidy standard size while on the program, the family will pay the difference between the amount the Housing Authority will pay under the Streamlined Fixed Lease Assistance Program on behalf of the family and the contract rent. The rent tier starts at thirty-six percent (36%) thirty percent (30%) of monthly gross income and may increase to a maximum rent tier of thirty-six percent (36%) of monthly gross income at the Housing Authority discretion. A family rent share may never drop below the highest family rent share amount.~~

Effective October 1, 2024, the Housing Authority will calculate the tenant rent portion based on the greater of thirty-six percent (36%) of gross income, the minimum rent, or the SLA baseline rent. The Housing Authority will use the family's last reported income information to process a reexamination, which will serve to minimize the financial impact to families when the new rent calculation is applied. Additionally, the Housing Authority will provide an automatic six-month deferral for all current participants. Therefore, the new rent tier of 36% will be applied to current participants and new admissions on or about April 1, 2025.

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<sup>12</sup> ~~The FY 2016 MTW Plan modified Activity 23: Streamlined Lease Assistance to include the Fixed Lease Assistance for Career-Focused Families program.~~

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND  
RECORD OF ACTION**

**September 16, 2024**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Scattered Affordable Portfolio, LLC for 236 scattered site units.

**RECOMMENDATION(S)**

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Scattered Affordable Portfolio, LLC for 236 scattered site units for a 15-year period from December 1, 2025, through November 30, 2040.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to Scattered Sites Portfolio, LLC, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.**

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

**Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing our resources by mobilizing the talents of our community partners.**

**FINANCIAL IMPACT**

Approval of the proposed extension to the Project-Based Voucher (PBV) Program Housing Assistance Payments (HAP) Contract will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with this contract are included in the annual HAP budget.

**BACKGROUND INFORMATION**

The scattered site units are former public housing that were disposed due to the lack of capital funding to meet renovation needs. Following the United States Department of Housing and Urban Development (HUD) approval of the disposition, HACSB entered into a 15-year PBV Program HAP Contract with Housing Partners I, Inc. (HPI) for a total of 335 units effective December 1, 2010. On April 1, 2024, 236 of the units under the contract with HPI were transferred to the Scattered Affordable Portfolio, LLC (which created shared ownership with HACSB) establishing a separate PBV Program HAP Contract, which is set to expire November 30, 2025. Of the remaining 99 scattered sites units, 27 units are under HAP Contract for the Laurel Brook Continuum of Care grant, 64 HOME units were retained by HPI, and 8 units are under HAP Contract for the Lantern Woods Continuum of Care grant. The HAP contracts for the Continuum of Care grants have separate expiration dates. The HAP Contract for the 64 HOME units that is expiring November 30, 2025, is presented as a separate item.

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Scattered Affordable Portfolio, LLC for 236 Scattered Site units  
September 16, 2024

The PBV program ensures stable, affordable housing to low-income participants throughout the County of San Bernardino. Therefore, the extension of the Contract is appropriate to continue providing affordable housing for low-income families, and HACSB staff recommends that the Board of Commissioners approve the extension to the HAP Contracts Agreement between Scattered Affordable Portfolio, LLC and HACSB.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 30, 2024.

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**EXISTING HOUSING**

**PART 1 OF HAP CONTRACT  
EXTENSION**

**OMB Burden Statement.** The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:  
Housing Authority of the County of San Bernardino (PHA) and  

Scattered Affordable Portfolio, LLC

 (owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

- EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)
- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

#### ADDITIONAL EXHIBITS

**d. Effective date and term of the HAP contract**

**1. Effective date**

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:  
December 1, 2025.
- c. The term of the HAP contract begins on the effective date.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:  
Initial Term 12/01/10 - 11/30/25. Extension for fifteen (15) years through 11/30/2040
- b. The initial term of the HAP contract may not be less than one year,

nor more than twenty years.

**3. Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

**4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

**e. Occupancy and payment**

**1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

**2. ~~Vacancy payment~~**



~~THE PHA HAS DISCRETION WHETHER TO INCLUDE THE  
VACANCY PAYMENT PROVISION (PARAGRAPH c.2), OR TO  
STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.~~

- ~~a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA determined vacancy period extending from the beginning of the first calendar month after the move out month for a period not exceeding two full months following the move out month.~~
- ~~b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.~~
- ~~c. The PHA may make vacancy payments to the owner only if:
  - ~~1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);~~
  - ~~2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;~~
  - ~~3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and~~
  - ~~4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.~~~~
- ~~d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.~~
- ~~e. The owner may refer families to the PHA for placement on the PBV waiting list.~~

- f. ~~The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.~~

**3. PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**f. Income-mixing requirement**

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to the applicable families as listed in f.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

- ☐ Public Housing or Operating Funds;
- ☐ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Rent Supplement Program;
- ☐ Rental Assistance Program;
- ☐ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

0 \_\_\_\_\_.

If all of the units in the project received such assistance, you may skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- ☐ Section 236;
- ☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract

units were subject to a federal rent restriction listed above:

0\_\_\_\_\_.

If all of the units in the project were subject to a federal rent restriction, you may skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:
- a. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- \_\_\_\_\_.
- b. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- \_\_\_\_\_.
- c. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible families receiving FUP/FYI assistance:
- \_\_\_\_\_.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

## **EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b> Housing Authority of the County of San Bernardino
By:
Signature of authorized representative
Name and official title (Print)
Maria Razo, Executive Director
Date
<b>OWNER</b> <b>Name of Owner (Print)</b> Scattered Affordable Portfolio, LLC
By:
Signature of authorized representative
Name and official title (Print)
Anthony Perez, Executive Director
Date

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**HOUSING ASSISTANCE PAYMENTS CONTRACT  
EXISTING HOUSING**

**PART 2 OF HAP CONTRACT**

**OMB Burden Statement.** The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**2. DEFINITIONS**

**Contract units.** The housing units covered by this HAP contract. The contract units are described in Exhibit A.

**Controlling interest.** In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;  
or
- (f) Having equivalent levels of control in other ownership structures.

**Existing housing.** Housing units that already exist on the proposal selection date

and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

**Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.

**HAP contract.** This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

**Household.** The family and any PHA-approved live-in aide.

**Housing assistance payment.** The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

**Housing quality standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

**HUD.** U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Owner.** Any person or entity who has the legal right to lease or sublease a unit to a participant.

**Premises.** The building or complex in which a contract unit is located, including common areas or grounds.

**Principal or interested party.** This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United



States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

**PHA-owned units.** A unit is “owned by a PHA” if the unit is in a project that is:

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

**Proposal selection date.** The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

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

**Tenant rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

### 3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

**4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS**

**a. Amount of initial rent to owner**

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☒ if the PHA has elected not to reduce rents below the initial rent to owner.

**b. HUD rent requirements**

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

**c. PHA payment to owner**

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
  2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
  3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
  4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
  5. To receive housing assistance payments in accordance with the
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HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

**d. Termination of assistance for family**

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

**5. ADJUSTMENT OF RENT TO OWNER**

**a. PHA determination of adjusted rent**

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

**b. Reasonable rent**

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

**c. No special adjustments**

The PHA will not make any special adjustments of the rent to owner.

**d. Owner compliance with HAP contract**

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

**e. Notice of rent adjustment**

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
  1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

## **7. OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

## **8. CONDITION OF UNITS**

### **a. Owner maintenance and operation**

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

### **b. PHA inspections**

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

### **c. Violation of the housing quality standards**

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

**d. Maintenance and replacement—owner’s standard practice**

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**9. LEASING CONTRACT UNITS**

**a. Selection of tenants**

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with

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HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

**b. Vacancies**

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

**10. TENANCY**

**a. Lease**

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

**b. Termination of tenancy**

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1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

**c. Family payment**

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

**d. Other owner charges**

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

**e. Security deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

#### **11. FAMILY RIGHT TO MOVE**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

#### **12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

#### **13. PROHIBITION OF DISCRIMINATION**

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing

regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

#### **14. PHA DEFAULT AND HUD REMEDIES**

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

#### **15. OWNER DEFAULT AND PHA REMEDIES**

##### **a. Owner default**

Any of the following is a default by the owner under the HAP contract:

- 1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - a. 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; or
  - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

**b. PHA remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

**c. PHA remedy is not waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA**

**a. Required information**

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

**b. PHA and HUD access to premises**

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

**17. PHA AND OWNER RELATION TO THIRD PARTIES**

**a. Injury because of owner action or failure to act**

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

**b. Legal relationship**

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

**c. Exclusion of third-party claims**

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the

owner under the HAP contract.

**d. Exclusion of owner claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

**18. PHA-OWNED UNITS**

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

**19. CONFLICT OF INTEREST**

**a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials**

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

**b. Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

**c. Interest of member of or delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

**20. EXCLUSION FROM FEDERAL PROGRAMS**

**a. Federal requirements**

The owner must comply with and is subject to requirements of 2 CFR part 2424.

**b. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

**21. TRANSFER OF THE CONTRACT OR PROPERTY**

**a. When consent is required**

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
  - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
  - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
  - iii. The creation of a security interest in the HAP contract or the property;
  - iv. Foreclosure or other execution on a security interest; or
  - v. A creditor’s lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA



pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

**b. Transferee assumption of HAP contract**

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

**c. Effect of consent to transfer**

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

**d. When transfer is prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

**22. SUBSIDY LAYERING**

A subsidy layering review is not required for existing housing projects.

**23. OWNER LOBBYING CERTIFICATIONS**

- a. The owner certifies, to the best of owner's knowledge and belief, that:
  1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS**

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

**25. NOTICES AND OWNER CERTIFICATIONS**

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

**26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT**

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Project-Based Voucher Program  
HAP Contract for Existing Housing

Previous editions are obsolete

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(4/2023)

### **EXTENSION**

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

### **27. FAMILY'S RIGHT TO REMAIN**

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

### **28. ENTIRE AGREEMENT; INTERPRETATION**

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

**EXHIBIT A****TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT;  
INITIAL RENT TO OWNER; AND DESCRIPTION OF CONTRACT UNITS**

There are two hundred and thirty-six (236) scattered site units covered by the HAP Contract with Scattered Affordable Portfolio, LLC.

	<b>Address</b>	<b>Apt #</b>	<b>City</b>	<b>Bedroom Size</b>	<b>Contract Rent*</b>
1	21463 Yucca Loma Rd.	1	Apple Valley	3	\$1,778
2	21463 Yucca Loma Rd.	2	Apple Valley	1	\$1,234
3	21463 Yucca Loma Rd.	3	Apple Valley	2	\$1,510
4	21463 Yucca Loma Rd.	4	Apple Valley	2	\$1,510
5	21463 Yucca Loma Rd.	5	Apple Valley	3	\$1,778
6	21463 Yucca Loma Rd.	6	Apple Valley	1	\$1,234
7	21463 Yucca Loma Rd.	7	Apple Valley	2	\$1,510
8	21463 Yucca Loma Rd.	8	Apple Valley	2	\$1,510
9	21463 Yucca Loma Rd.	9	Apple Valley	3	\$1,778
10	21463 Yucca Loma Rd.	10	Apple Valley	1	\$1,234
11	21463 Yucca Loma Rd.	11	Apple Valley	2	\$1,510
12	21463 Yucca Loma Rd.	12	Apple Valley	2	\$1,510
13	15780 Sago Rd.	A	Apple Valley	3	\$1,803
14	15780 Sago Rd.	B	Apple Valley	3	\$1,803
15	15780 Sago Rd.	C	Apple Valley	3	\$1,803
16	15780 Sago Rd.	D	Apple Valley	3	\$1,803
17	15780 Sago Rd.	E	Apple Valley	3	\$1,803
18	13652 Yakima St.	1	Apple Valley	3	\$1,838
19	13652 Yakima St.	2	Apple Valley	3	\$1,838
20	13652 Yakima St.	3	Apple Valley	2	\$1,510
21	13652 Yakima St.	4	Apple Valley	3	\$1,838
22	13652 Yakima St.	5	Apple Valley	3	\$1,838
23	13652 Yakima St.	6	Apple Valley	3	\$1,838
24	13162 Mohawk Rd.	A	Apple Valley	3	\$1,765
25	13162 Mohawk Rd.	B	Apple Valley	3	\$1,765
26	13162 Mohawk Rd.	C	Apple Valley	3	\$1,765
27	13177 Mohawk Rd.	A	Apple Valley	3	\$1,765
28	13177 Mohawk Rd.	B	Apple Valley	3	\$1,765
29	13177 Mohawk Rd.	C	Apple Valley	3	\$1,765
30	17668 Marygold	A	Bloomington	3	\$2,493
31	17668 Marygold	B	Bloomington	3	\$2,493

	<b>Address</b>	<b>Apt #</b>	<b>City</b>	<b>Bedroom Size</b>	<b>Contract Rent*</b>
32	17668 Marygold	C	Bloomington	3	\$2,493
33	17668 Marygold	D	Bloomington	3	\$2,493
34	17698 Marygold	A	Bloomington	3	\$2,493
35	17698 Marygold	B	Bloomington	3	\$2,493
36	17698 Marygold	C	Bloomington	3	\$2,493
37	17698 Marygold	D	Bloomington	3	\$2,493
38	9878 Alder Ave	A	Bloomington	3	\$2,493
39	9878 Alder Ave	B	Bloomington	3	\$2,493
40	9878 Alder Ave	C	Bloomington	3	\$2,493
41	9878 Alder Ave	D	Bloomington	3	\$2,493
42	12605 Benson Ave.	1	Chino	3	\$2,750
43	12605 Benson Ave.	2	Chino	3	\$2,750
44	12605 Benson Ave.	3	Chino	3	\$2,750
45	12605 Benson Ave.	4	Chino	3	\$2,750
46	12613 Benson Ave.	1	Chino	3	\$2,750
47	12613 Benson Ave.	2	Chino	3	\$2,750
48	12613 Benson Ave.	3	Chino	3	\$2,750
49	12613 Benson Ave.	4	Chino	3	\$2,750
50	12623 Benson Ave.	1	Chino	3	\$2,750
51	12623 Benson Ave.	2	Chino	3	\$2,750
52	12623 Benson Ave.	3	Chino	3	\$2,750
53	12623 Benson Ave.	4	Chino	3	\$2,750
54	12631 Benson Ave.	1	Chino	3	\$2,750
55	12631 Benson Ave.	2	Chino	3	\$2,750
56	12631 Benson Ave.	3	Chino	3	\$2,750
57	12631 Benson Ave.	4	Chino	3	\$2,750
58	12641 Benson Ave.	1	Chino	3	\$2,750
59	12641 Benson Ave.	2	Chino	3	\$2,750
60	12641 Benson Ave.	3	Chino	3	\$2,750
61	12641 Benson Ave.	4	Chino	3	\$2,750
62	709 N. 7 <sup>th</sup> St.	A	Colton	2	\$1,808
63	709 N. 7 <sup>th</sup> St.	B	Colton	2	\$1,808
64	709 N. 7 <sup>th</sup> St.	C	Colton	2	\$1,808
65	709 N. 7 <sup>th</sup> St.	D	Colton	2	\$1,808
66	725 N. 7 <sup>th</sup> St.	A	Colton	2	\$1,808
67	725 N. 7 <sup>th</sup> St.	B	Colton	2	\$1,808
68	725 N. 7 <sup>th</sup> St.	C	Colton	2	\$1,808
69	725 N. 7 <sup>th</sup> St.	D	Colton	2	\$1,808

	<b>Address</b>	<b>Apt #</b>	<b>City</b>	<b>Bedroom Size</b>	<b>Contract Rent*</b>
70	9034 Pepper St.	1	Fontana	3	\$2,353
71	9034 Pepper St.	2	Fontana	3	\$2,353
72	9034 Pepper St.	3	Fontana	3	\$2,353
73	9034 Pepper St.	4	Fontana	3	\$2,353
74	9034 Pepper St.	5	Fontana	3	\$2,353
75	9045 Chantry St.	1	Fontana	2	\$1,821
76	9045 Chantry St.	2	Fontana	2	\$1,821
77	9045 Chantry St.	3	Fontana	2	\$1,821
78	9045 Chantry St.	4	Fontana	2	\$1,821
79	9045 Chantry St.	5	Fontana	2	\$1,821
80	18290 Pine Ave.		Fontana	2	\$2,018
81	18292 Pine Ave.		Fontana	2	\$2,018
82	18291 Athol St.		Fontana	2	\$2,018
83	18293 Athol St.		Fontana	2	\$2,018
84	9164 Maple Ave.	A	Fontana	2	\$1,413
85	9164 Maple Ave.	B	Fontana	2	\$1,413
86	9180 Maple Ave.	A	Fontana	2	\$1,413
87	9180 Maple Ave.	B	Fontana	2	\$1,413
88	16988 Reed St.	1	Fontana	2	\$1,941
89	16988 Reed St.	2	Fontana	2	\$1,941
90	16988 Reed St.	3	Fontana	2	\$1,941
91	16988 Reed St.	4	Fontana	2	\$1,941
92	16988 Reed St.	5	Fontana	2	\$1,941
93	16988 Reed St.	6	Fontana	2	\$1,941
94	16988 Reed St.	7	Fontana	2	\$1,941
95	16988 Reed St.	8	Fontana	2	\$1,941
96	16988 Reed St.	9	Fontana	2	\$1,941
97	16031 Orange St.	A	Hesperia	3	\$1,817
98	16031 Orange St.	B	Hesperia	3	\$1,817
99	16031 Orange St.	C	Hesperia	3	\$1,817
100	16031 Orange St.	D	Hesperia	3	\$1,817
101	16041 Orange St.	A	Hesperia	3	\$1,817
102	16041 Orange St.	B	Hesperia	3	\$1,817
103	16041 Orange St.	C	Hesperia	3	\$1,817
104	16041 Orange St.	D	Hesperia	3	\$1,817
105	16062 Juniper St.	A	Hesperia	2	\$1,760
106	16062 Juniper St.	B	Hesperia	2	\$1,760
107	16188 Juniper St.	A	Hesperia	2	\$1,760

	<b>Address</b>	<b>Apt #</b>	<b>City</b>	<b>Bedroom Size</b>	<b>Contract Rent*</b>
108	16188 Juniper St.	B	Hesperia	2	\$1,760
109	16240 Juniper St.	A	Hesperia	2	\$1,760
110	16240 Juniper St.	B	Hesperia	2	\$1,760
111	61550 Division St.	1	Joshua Tree	2	\$1,249
112	61550 Division St.	2	Joshua Tree	2	\$1,249
113	61550 Division St.	3	Joshua Tree	2	\$1,249
114	61550 Division St.	4	Joshua Tree	2	\$1,249
115	61550 Division St.	5	Joshua Tree	1	\$954
116	61550 Division St.	6	Joshua Tree	3	\$1,369
117	61550 Division St.	7	Joshua Tree	3	\$1,369
118	61550 Division St.	8	Joshua Tree	3	\$1,369
119	61550 Division St.	9	Joshua Tree	3	\$1,369
120	1520 Fairfield St.	1	Ontario	3	\$2,714
121	1520 Fairfield St.	2	Ontario	2	\$2,451
122	1520 Fairfield St.	3	Ontario	2	\$2,451
123	1520 Fairfield St.	4	Ontario	2	\$2,451
124	713 Vine Ave.	1	Ontario	1	\$1,750
125	713 Vine Ave.	2	Ontario	3	\$2,463
126	713 Vine Ave.	3	Ontario	2	\$2,100
127	713 Vine Ave.	4	Ontario	3	\$2,463
128	713 Vine Ave.	5	Ontario	2	\$2,100
129	713 Vine Ave.	6	Ontario	2	\$2,100
130	713 Vine Ave.	7	Ontario	2	\$2,100
131	713 Vine Ave.	8	Ontario	2	\$2,100
132	1307 W. Stonebridge St.	A	Ontario	2	\$1,970
133	1307 W. Stonebridge St.	B	Ontario	2	\$1,970
134	1307 W. Stonebridge St.	C	Ontario	2	\$1,970
135	1102 Bahia Ct.	A	Ontario	3	\$2,392
136	1102 Bahia Ct.	B	Ontario	2	\$2,391
137	1102 Bahia Ct.	C	Ontario	2	\$2,391
138	1409 S. Euclid Ave.	1	Ontario	2	\$2,381
139	1409 S. Euclid Ave.	2	Ontario	2	\$2,381
140	1409 S. Euclid Ave.	3	Ontario	2	\$2,381
141	1409 S. Euclid Ave.	4	Ontario	2	\$2,381
142	1409 S. Euclid Ave.	5	Ontario	2	\$2,381
143	1409 S. Euclid Ave.	6	Ontario	2	\$2,381
144	1409 S. Euclid Ave.	7	Ontario	2	\$2,381
145	1409 S. Euclid Ave.	8	Ontario	2	\$2,381

	<b>Address</b>	<b>Apt #</b>	<b>City</b>	<b>Bedroom Size</b>	<b>Contract Rent*</b>
146	1409 S. Euclid Ave.	9	Ontario	2	\$2,381
147	1409 S. Euclid Ave.	10	Ontario	2	\$2,381
148	753 Ralston St.	1	Ontario	2	\$2,100
149	753 Ralston St.	2	Ontario	2	\$2,100
150	753 Ralston St.	3	Ontario	2	\$2,100
151	753 Ralston St.	4	Ontario	2	\$2,100
152	753 Ralston St.	5	Ontario	2	\$2,100
153	753 Ralston St.	6	Ontario	2	\$2,100
154	753 Ralston St.	7	Ontario	2	\$2,100
155	753 Ralston St.	8	Ontario	2	\$2,100
156	319 W. Francis	1	Ontario	2	\$2,323
157	319 W. Francis	2	Ontario	2	\$2,323
158	319 W. Francis	3	Ontario	2	\$2,323
159	319 W. Francis	4	Ontario	2	\$2,323
160	319 W. Francis	5	Ontario	2	\$2,323
161	319 W. Francis	6	Ontario	2	\$2,323
162	323 W. Francis	1	Ontario	2	\$2,323
163	323 W. Francis	2	Ontario	2	\$2,323
164	323 W. Francis	3	Ontario	2	\$2,323
165	323 W. Francis	4	Ontario	2	\$2,323
166	323 W. Francis	5	Ontario	2	\$2,323
167	323 W. Francis	6	Ontario	2	\$2,323
168	1212 Princeton St.	1	Ontario	3	\$2,813
169	1212 Princeton St.	2	Ontario	3	\$2,813
170	1212 Princeton St.	3	Ontario	3	\$2,813
171	1212 Princeton St.	4	Ontario	3	\$2,813
172	1212 Princeton St.	5	Ontario	3	\$2,813
173	1212 Princeton St.	6	Ontario	3	\$2,813
174	1212 Princeton St.	7	Ontario	3	\$2,813
175	1212 Princeton St.	8	Ontario	3	\$2,813
176	1212 Princeton St.	9	Ontario	3	\$2,813
177	1212 Princeton St.	10	Ontario	3	\$2,813
178	1212 Princeton St.	11	Ontario	3	\$2,813
179	1054 Elma Ct.	A	Ontario	2	\$2,350
180	1054 Elma Ct.	B	Ontario	2	\$2,350
181	48 San Mateo Ct.	1	Redlands	2	\$2,150
182	48 San Mateo Ct.	2	Redlands	2	\$2,150
183	48 San Mateo Ct.	3	Redlands	2	\$2,150



	<b>Address</b>	<b>Apt #</b>	<b>City</b>	<b>Bedroom Size</b>	<b>Contract Rent*</b>
184	48 San Mateo Ct.	4	Redlands	2	\$2,150
185	48 San Mateo Ct.	5	Redlands	2	\$2,150
186	48 San Mateo Ct.	6	Redlands	2	\$2,150
187	48 San Mateo Ct.	7	Redlands	2	\$2,150
188	48 San Mateo Ct.	8	Redlands	2	\$2,150
189	208 E. Sun Ave.		Redlands	3	\$2,570
190	212 E. Sun Ave.		Redlands	2	\$1,999
191	216 E. Sun Ave.		Redlands	2	\$1,999
192	220 E. Sun Ave.		Redlands	3	\$2,570
193	306 E. Sun Ave.		Redlands	1	\$1,788
194	310 E. Sun Ave.		Redlands	1	\$1,788
195	6442 Desert Queen	1	Twentynine Palms	2	\$1,021
196	6442 Desert Queen	2	Twentynine Palms	2	\$1,021
197	6442 Desert Queen	3	Twentynine Palms	2	\$1,021
198	6442 Desert Queen	4	Twentynine Palms	2	\$1,021
199	6442 Desert Queen	5	Twentynine Palms	2	\$1,021
200	6442 Desert Queen	6	Twentynine Palms	2	\$1,021
201	6442 Desert Queen	7	Twentynine Palms	2	\$1,021
202	6442 Desert Queen	8	Twentynine Palms	2	\$1,021
203	6442 Desert Queen	9	Twentynine Palms	2	\$1,021
204	6442 Desert Queen	10	Twentynine Palms	2	\$1,021
205	6443 Splitrock	1	Twentynine Palms	2	\$938
206	6443 Splitrock	2	Twentynine Palms	2	\$938
207	6443 Splitrock	3	Twentynine Palms	2	\$938
208	6443 Splitrock	4	Twentynine Palms	2	\$938
209	6443 Splitrock	5	Twentynine Palms	2	\$938
210	6443 Splitrock	6	Twentynine Palms	2	\$938
211	6443 Splitrock	7	Twentynine Palms	2	\$938
212	6443 Splitrock	8	Twentynine Palms	2	\$938
213	6443 Splitrock	9	Twentynine Palms	2	\$938
214	6443 Splitrock	10	Twentynine Palms	2	\$938
215	15722 Tern Rd.	1	Victorville	2	\$1,576
216	15722 Tern Rd.	2	Victorville	2	\$1,576
217	15722 Tern Rd.	3	Victorville	2	\$1,576
218	15722 Tern Rd.	4	Victorville	2	\$1,576
219	15722 Tern Rd.	5	Victorville	2	\$1,576
220	15230 Condor Rd.	1	Victorville	2	\$1,628
221	15230 Condor Rd.	2	Victorville	2	\$1,628

	<b>Address</b>	<b>Apt #</b>	<b>City</b>	<b>Bedroom Size</b>	<b>Contract Rent*</b>
222	15230 Condor Rd.	3	Victorville	2	\$1,628
223	15230 Condor Rd.	4	Victorville	2	\$1,628
224	12171 14 <sup>th</sup> St.		Yucaipa	2	\$1,994
225	12173 14 <sup>th</sup> St.		Yucaipa	2	\$1,994
226	12181 14 <sup>th</sup> St.		Yucaipa	2	\$1,994
227	12183 14 <sup>th</sup> St.		Yucaipa	2	\$1,994
228	12626 14 <sup>th</sup> St.	1	Yucaipa	2	\$2,003
229	12626 14 <sup>th</sup> St.	2	Yucaipa	2	\$2,003
230	12626 14 <sup>th</sup> St.	3	Yucaipa	2	\$2,003
231	12626 14 <sup>th</sup> St.	4	Yucaipa	2	\$2,003
232	12626 14 <sup>th</sup> St.	5	Yucaipa	2	\$2,003
233	35152 Eureka St.	A	Yucaipa	3	\$1,878
234	35152 Eureka St.	B	Yucaipa	3	\$1,878
235	35152 Eureka St.	C	Yucaipa	3	\$1,878
236	35152 Eureka St.	D	Yucaipa	3	\$1,878

**\*Contract Rent subject to annual increases.**

**EXHIBIT B**

**SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER  
WITHOUT CHARGES IN ADDITION TO RENT TO OWNER**

This agreement incorporates by reference the Apartment Management Agreement for the scattered site units.

**EXHIBIT C**

**UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF  
UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION  
TO RENT TO OWNER) AND UTILITIES TO BE PAID BY TENANTS.**

Utilities to be Paid by the Owner Without Charges in Addition to Rent to Owner:

- Water
- Sewer
- Trash

Utilities to be Paid by the Tenants:

- Gas
- Electricity

## **EXHIBIT D**

### **FEATURES TO BE PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973**

- Path of travel, handicap parking spaces,
- Van accessible parking,
- Grab bars located in the bathrooms of selected units,
- Sites with laundry facilities equipped with accessible washer and dryers,
- Accessible mailboxes,
- Trash enclosures, and
- Ground units adaptable.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND  
RECORD OF ACTION**

**September 16, 2024**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for 64 scattered site units.

**RECOMMENDATION(S)**

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for 64 scattered site units for a 15-year period from December 1, 2025, through November 30, 2040.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to Housing Partners I, Inc., and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.**

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

**Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing our resources by mobilizing the talents of our community partners.**

**FINANCIAL IMPACT**

Approval of the proposed extension to the Project-Based Voucher (PBV) Program Housing Assistance Payments (HAP) Contract will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with this contract are included in the annual HAP budget.

**BACKGROUND INFORMATION**

The scattered site properties units are former public housing that were disposed due to the lack of capital funding to meet renovation needs. Following the United States Department of Housing and Urban Development (HUD) approval of the disposition, HACSB entered into a 15-year PBV Program HAP Contract with Housing Partners I, Inc. (HPI) for a total of 335 units effective December 1, 2010. Since the initial HAP contract, 35 units were removed for the Continuum of Care program, and 236 units were transferred to Scattered Affordable Portfolio, LLC. 64 scattered site units remained under the HAP contract with HPI, because the units are under a HOME regulatory agreement. The HAP contract for these 64 units is set to expire November 30, 2025.

The PBV program ensures stable, affordable housing to low-income participants throughout the County of San Bernardino. Therefore, the extension of the Contract is appropriate to continue providing affordable housing for low-income families, and HACSB staff recommends that the Board of Commissioners approve the extension to the HAP Contract Agreement between HPI and HACSB.

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for 64 Scattered Site Units  
September 16, 2024

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on September 2, 2024.

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**EXISTING HOUSING**

**PART 1 OF HAP CONTRACT  
EXTENSION**

**OMB Burden Statement.** The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice.** The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of the County of San Bernardino

( PHA) and

**Housing Partners I, Inc.**

(owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

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**Project-Based Voucher Program  
HAP Contract for Existing Housing**

Previous editions are obsolete

**HUD 52530B Page - 1 of Part 1  
(04/2023)**



- EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)
- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

#### ADDITIONAL EXHIBITS

**d. Effective date and term of the HAP contract**

**1. Effective date**

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:  
December 1, 2025.
- c. The term of the HAP contract begins on the effective date.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:  
Initial Term 12/01/10 - 11/30/25. Extension for fifteen (15) years through 11/30/2040
- b. The initial term of the HAP contract may not be less than one year,

nor more than twenty years.

**3. Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

**4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

**e. Occupancy and payment**

**1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

**2. ~~Vacancy payment~~**

~~THE PHA HAS DISCRETION WHETHER TO INCLUDE THE  
VACANCY PAYMENT PROVISION (PARAGRAPH c.2), OR TO  
STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.~~

- ~~a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA determined vacancy period extending from the beginning of the first calendar month after the move out month for a period not exceeding two full months following the move out month.~~
- ~~b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.~~
- ~~c. The PHA may make vacancy payments to the owner only if:
  - ~~1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);~~
  - ~~2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;~~
  - ~~3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and~~
  - ~~4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.~~~~
- ~~d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.~~
- ~~e. The owner may refer families to the PHA for placement on the PBV waiting list.~~

- f. ~~The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.~~

**3. PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**f. Income-mixing requirement**

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to the applicable families as listed in f.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

- ☐ Public Housing or Operating Funds;
- ☐ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Rent Supplement Program;
- ☐ Rental Assistance Program;
- ☐ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

0 \_\_\_\_\_.

If all of the units in the project received such assistance, you may skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- ☐ Section 236;
- ☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract

units were subject to a federal rent restriction listed above:

0\_\_\_\_\_.

If all of the units in the project were subject to a federal rent restriction, you may skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:
- a. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- \_\_\_\_\_.
- b. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- \_\_\_\_\_.
- c. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible families receiving FUP/FYI assistance:
- \_\_\_\_\_.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

**EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b> Housing Authority of the County of San Bernardino
By:
Signature of authorized representative
Name and official title (Print)
Maria Razo, Executive Director
Date
<b>OWNER</b> <b>Name of Owner (Print)</b> Housing Partners I, Inc.
By:
Signature of authorized representative
Name and official title (Print)
Anthony Perez, Executive Director
Date

Previous editions are obsolete

**Project-Based Voucher Program  
HAP Contract for Existing Housing**

**HUD 52530B Page - 8 of Part 1  
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**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM**

**HOUSING ASSISTANCE PAYMENTS CONTRACT  
EXISTING HOUSING**

**PART 2 OF HAP CONTRACT**

**OMB Burden Statement.** The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**2. DEFINITIONS**

**Contract units.** The housing units covered by this HAP contract. The contract units are described in Exhibit A.

**Controlling interest.** In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;  
or
- (f) Having equivalent levels of control in other ownership structures.

**Existing housing.** Housing units that already exist on the proposal selection date



and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

**Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.

**HAP contract.** This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

**Household.** The family and any PHA-approved live-in aide.

**Housing assistance payment.** The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

**Housing quality standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

**HUD.** U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Owner.** Any person or entity who has the legal right to lease or sublease a unit to a participant.

**Premises.** The building or complex in which a contract unit is located, including common areas or grounds.

**Principal or interested party.** This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United

States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

**PHA-owned units.** A unit is “owned by a PHA” if the unit is in a project that is:

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

**Proposal selection date.** The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

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

**Tenant rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

### 3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

**4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS**

**a. Amount of initial rent to owner**

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☒ if the PHA has elected not to reduce rents below the initial rent to owner.

**b. HUD rent requirements**

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

**c. PHA payment to owner**

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
  2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
  3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
  4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
  5. To receive housing assistance payments in accordance with the
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HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

**d. Termination of assistance for family**

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

**5. ADJUSTMENT OF RENT TO OWNER**

**a. PHA determination of adjusted rent**

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

**b. Reasonable rent**

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

**c. No special adjustments**

The PHA will not make any special adjustments of the rent to owner.

**d. Owner compliance with HAP contract**

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

**e. Notice of rent adjustment**

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
  1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

## **7. OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

## **8. CONDITION OF UNITS**

### **a. Owner maintenance and operation**

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

### **b. PHA inspections**

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

### **c. Violation of the housing quality standards**

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

**d. Maintenance and replacement—owner’s standard practice**

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**9. LEASING CONTRACT UNITS**

**a. Selection of tenants**

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
5. The PHA must determine family eligibility in accordance with

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HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

**b. Vacancies**

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

**10. TENANCY**

**a. Lease**

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

**b. Termination of tenancy**

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1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

**c. Family payment**

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

**d. Other owner charges**

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

**e. Security deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

**11. FAMILY RIGHT TO MOVE**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

**12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

**13. PROHIBITION OF DISCRIMINATION**

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing

regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

#### **14. PHA DEFAULT AND HUD REMEDIES**

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

#### **15. OWNER DEFAULT AND PHA REMEDIES**

##### **a. Owner default**

Any of the following is a default by the owner under the HAP contract:

- 1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - a. 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; or
  - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

**b. PHA remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

**c. PHA remedy is not waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA**

**a. Required information**

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

**b. PHA and HUD access to premises**

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

**17. PHA AND OWNER RELATION TO THIRD PARTIES**

**a. Injury because of owner action or failure to act**

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

**b. Legal relationship**

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

**c. Exclusion of third-party claims**

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the

owner under the HAP contract.

**d. Exclusion of owner claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

**18. PHA-OWNED UNITS**

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

**19. CONFLICT OF INTEREST**

**a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials**

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

**b. Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

**c. Interest of member of or delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

**20. EXCLUSION FROM FEDERAL PROGRAMS**



**a. Federal requirements**

The owner must comply with and is subject to requirements of 2 CFR part 2424.

**b. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

**21. TRANSFER OF THE CONTRACT OR PROPERTY**

**a. When consent is required**

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
  - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
  - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
  - iii. The creation of a security interest in the HAP contract or the property;
  - iv. Foreclosure or other execution on a security interest; or
  - v. A creditor’s lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA

pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

**b. Transferee assumption of HAP contract**

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

**c. Effect of consent to transfer**

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

**d. When transfer is prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

**22. SUBSIDY LAYERING**

A subsidy layering review is not required for existing housing projects.

**23. OWNER LOBBYING CERTIFICATIONS**

- a. The owner certifies, to the best of owner's knowledge and belief, that:
  - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
  - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS**

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

**25. NOTICES AND OWNER CERTIFICATIONS**

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

**26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT**

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### **EXTENSION**

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

### **27. FAMILY'S RIGHT TO REMAIN**

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

### **28. ENTIRE AGREEMENT; INTERPRETATION**

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

**EXHIBIT A****TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT;  
INITIAL RENT TO OWNER; AND DESCRIPTION OF CONTRACT UNITS**

There are sixty-four (64) scattered site units covered by the HAP Contract with Housing Partners I, Inc.

	<b>Address</b>	<b>Apt #</b>	<b>City</b>	<b>Bedroom Size</b>	<b>Contract Rent*</b>
1	24538 Canada St.		Loma Linda	2	\$960
2	24540 Canada St.		Loma Linda	2	\$960
3	24542 Canada St.		Loma Linda	2	\$960
4	24544 Canada St.		Loma Linda	2	\$960
5	10369 Pradera Ave.	1	Montclair	3	\$2,904
6	10369 Pradera Ave.	2	Montclair	3	\$2,904
7	10369 Pradera Ave.	3	Montclair	3	\$2,904
8	10369 Pradera Ave.	4	Montclair	3	\$2,904
9	10369 Pradera Ave.	5	Montclair	3	\$2,904
10	10369 Pradera Ave.	6	Montclair	3	\$2,904
11	10369 Pradera Ave.	7	Montclair	3	\$2,904
12	10369 Pradera Ave.	8	Montclair	3	\$2,904
13	4733 Kingsley St.	A	Montclair	2	\$1,973
14	4733 Kingsley St.	B	Montclair	2	\$1,973
15	4743 Kingsley St.	A	Montclair	2	\$1,973
16	4743 Kingsley St.	B	Montclair	2	\$1,973
17	4805 Kingsley	A	Montclair	2	\$1,973
18	4807 Kinglsey	B	Montclair	2	\$1,973
19	5161 Bandera St.	1	Montclair	2	\$2,035
20	5161 Bandera St.	2	Montclair	2	\$2,035
21	5161 Bandera St.	3	Montclair	2	\$2,035
22	5161 Bandera St.	4	Montclair	2	\$2,035
23	5161 Bandera St.	5	Montclair	2	\$2,035
24	5161 Bandera St.	6	Montclair	2	\$2,035
25	5161 Bandera St.	7	Montclair	2	\$2,035
26	5161 Bandera St.	8	Montclair	2	\$2,035
27	18172 Larkspur Rd.	1	Adelanto	1	\$1,189
28	18172 Larkspur Rd.	2	Adelanto	1	\$1,189
29	18172 Larkspur Rd.	3	Adelanto	3	\$1,718
30	18172 Larkspur Rd.	4	Adelanto	2	\$1,454
31	18172 Larkspur Rd.	5	Adelanto	2	\$1,454
32	18172 Larkspur Rd.	6	Adelanto	2	\$1,454
33	18172 Larkspur Rd.	7	Adelanto	3	\$1,718
34	18185 Casaba Rd.	1	Adelanto	1	\$1,178
35	18185 Casaba Rd.	2	Adelanto	1	\$1,178

	Address	Apt #	City	Bedroom Size	Contract Rent*
36	18175 Casaba Rd.	3	Adelanto	3	\$2,023
37	18175 Casaba Rd.	4	Adelanto	2	\$1,417
38	18175 Casaba Rd.	5	Adelanto	2	\$1,417
39	18175 Casaba Rd.	6	Adelanto	2	\$1,417
40	18175 Casaba Rd.	7	Adelanto	3	\$2,023
41	7333 Dumosa Ave.	1	Yucca Valley	3	\$1,813
42	7333 Dumosa Ave.	2	Yucca Valley	3	\$1,813
43	7333 Dumosa Ave.	3	Yucca Valley	3	\$1,813
44	7333 Dumosa Ave.	4	Yucca Valley	3	\$1,813
45	7333 Dumosa Ave.	5	Yucca Valley	2	\$1,391
46	7333 Dumosa Ave.	6	Yucca Valley	2	\$1,391
47	7333 Dumosa Ave.	7	Yucca Valley	2	\$1,391
48	7333 Dumosa Ave.	8	Yucca Valley	2	\$1,391
49	7333 Dumosa Ave.	9	Yucca Valley	2	\$1,391
50	7333 Dumosa Ave.	10	Yucca Valley	3	\$1,813
51	7333 Dumosa Ave.	11	Yucca Valley	3	\$1,813
52	56201 Papago Trail	1	Yucca Valley	3	\$1,903
53	56201 Papago Trail	2	Yucca Valley	3	\$1,903
54	56201 Papago Trail	3	Yucca Valley	2	\$1,330
55	56201 Papago Trail	4	Yucca Valley	3	\$1,903
56	56201 Papago Trail	5	Yucca Valley	3	\$1,903
57	56201 Papago Trail	6	Yucca Valley	2	\$1,330
58	56201 Papago Trail	7	Yucca Valley	2	\$1,330
59	56201 Papago Trail	8	Yucca Valley	2	\$1,330
60	56201 Papago Trail	9	Yucca Valley	2	\$1,330
61	55730 Pueblo Trail	1	Yucca Valley	2	\$1,363
62	55730 Pueblo Trail	2	Yucca Valley	2	\$1,363
63	55730 Pueblo Trail	3	Yucca Valley	2	\$1,363
64	55730 Pueblo Trail	4	Yucca Valley	2	\$1,363

\*Contract Rents subject to annual increases.

**EXHIBIT B**

**SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER  
WITHOUT CHARGES IN ADDITION TO RENT TO OWNER**

This agreement incorporates by reference the Apartment Management Agreement for the scattered sites units.

**EXHIBIT C**

**UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF  
UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION  
TO RENT TO OWNER) AND UTILITIES TO BE PAID BY TENANTS.**

Utilities to be Paid by the Owner Without Charges in Addition to Rent to Owner:

- Water
- Sewer
- Trash

Utilities to be Paid by the Tenants:

- Gas
- Electricity



**EXHIBIT D**

**FEATURES TO BE PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY  
FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973**

The units and premises have the following accessibility features:

- Path of travel, handicap parking spaces,
- Van accessible parking,
- Grab bars located in the bathrooms of selected units,
- Sites with laundry facilities equipped with accessible washer and dryers,
- Accessible mailboxes,
- Trash enclosures, and
- Ground units adaptable.

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**September 16, 2024**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

**FY 2024-2025 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing Programs**

## **RECOMMENDATION(S)**

**Adopt Resolution No. 201 approving FY 2024-2025 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2024.  
(Presenter: Maria Razo, Executive Director, 332-6305)**

## **STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

## **FINANCIAL IMPACT**

Despite the slight increase in the value of the utility allowances from the last review in 2023, the financial impact is anticipated to be minimal because these allowances only apply to approximately 10% of families served. Every year, the Housing Authority of the County of San Bernardino (HACSB) considers the changes to the utility allowances which are included in HACSB's 2024-2025 annual budget.

## **BACKGROUND INFORMATION**

This item will allow HACSB to update the annual Utility Allowance Schedules, a requirement per Title 24 of the Code of Federal Regulations section 982.517(c). The purpose of the utility allowances is to offset the cost of tenant-paid utilities and appliances not included in the rental subsidy. The Utility Allowance Schedule is only applicable to families participating in the Family Self-Sufficiency Program and certain Special Purpose Voucher Programs, which equates to approximately 1,000 households. It does not apply to households in the other Housing Choice Voucher Programs that are not enrolled in the Family Self-Sufficiency program as these households have the utility costs incorporated within their housing subsidy.

The Utility Allowance Schedules were derived using actual current rates from applicable utility companies and energy consumption figures specific to San Bernardino County from a utility allowance tool provided by the United States Department of Housing and Urban Development (HUD). The utility allowances for the Public Housing Program also utilize a consumption baseline calculated by our Energy Services Company, Noresco, as a result of our Energy Performance Contract (EPC). HACSB created two sets of allowances, one for units affected by the EPC and a second set for units not impacted by the EPC.

The Maplewood Homes Affordable Housing community is handled differently, since approximately one-third of the 296 units at that site have solar panels installed and the utility allowance schedules have been adjusted to ensure the savings are distributed to all the

households at the community. As a result, the utility allowances for air conditioning and other electric appliances have decreased for those units with solar panels and have increased for those units without solar panels.

If any utility rate has changed by 10% or more from the rate upon which the current allowance is based, HACSB is required by HUD to update the allowance for that utility. In past years, HACSB reviews and updates all allowances to reflect the current rate at the time of review, regardless of the value of the change. However, for FY 2024-2025 Utility Allowance Schedules, HACSB will only update the rates that have changed by 10% or more as a cost reduction measure. In this year's review, trash and sewer utility rates increased slightly up to 11% since the 2023 utility allowances were adopted, which requires an update. Approval of this item will update the utility allowance schedules with the current rates for trash and sewer.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 30, 2024.

**HOUSING AUTHORITY RESOLUTION NO. 2024-201**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO APPROVING THE UTILITY ALLOWANCE SCHEDULES FOR  
THE HOUSING CHOICE VOUCHER AND PUBLIC HOUSING PROGRAMS EFFECTIVE  
OCTOBER 1, 2024**

**RECITALS**

**WHEREAS**, the utility allowances relative to the Housing Choice Voucher and Public Housing programs are periodically reviewed;

**WHEREAS**, the Housing Authority of the County of San Bernardino (Authority) has conducted the review and has established new revised allowances for the resident, participant, and project-supplied utilities in accordance with current utility consumption and utility rate information; and

**WHEREAS**, the Authority has taken into consideration the energy performance measures for the units affected in the Public Housing program.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the updated FY 2024-2025 Utility Allowance Schedules relative to the Housing Choice Voucher and Public Housing programs effective October 1, 2024, a copy of which is attached hereto and incorporated herein by reference.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF SAN BERNARDINO        )       ss.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Monday, \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Apartment</b>	Date (mm/dd/yyyy) <b>10/1/2024</b>
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Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	24	28	30	33	37	40	42
	b. Bottle Gas	58	68	73	80	90	97	102
	c. Electric	32	40	53	63	74	84	95
Cooking	a. Natural Gas	4	5	7	9	11	13	14
	b. Bottle Gas	10	12	17	22	27	31	34
	c. Electric	13	16	23	32	44	52	61
Other Electric		51	60	83	107	131	159	180
Air Conditioning		27	33	50	69	85	100	133
Water Heating	a. Natural Gas	9	10	15	21	26	32	34
	b. Bottle Gas	22	24	36	51	63	77	83
	c. Electric	31	36	52	67	82	98	112
Water		47	49	64	87	110	132	149
Sewer		45	45	45	45	45	45	45
Trash Collection		31	31	31	31	31	31	31
Range/Microwave		6	6	6	6	6	6	6
Refrigerator		4	4	4	4	4	4	4
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	Monthly Cost
Name of Family		Heating	
		Cooking	
		Other Electric	
Address of Use		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
Number of Bedrooms		Refrigerator	
		Other	
		<b>Total</b>	\$

Spreadsheet based on form HUD-52667 (4/2023).  
ref. Handbook 7420.8

Previous editions are obsolete

**Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.**

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Detached Houses</b>	Date (mm/dd/yyyy) <b>10/1/2024</b>
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Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	33	38	43	48	53	58	62
	b. Bottle Gas	80	92	104	116	128	140	151
	c. Electric	73	86	98	110	121	133	151
Cooking	a. Natural Gas	4	5	7	9	11	13	14
	b. Bottle Gas	10	12	17	22	27	31	34
	c. Electric	13	16	27	36	47	56	64
Other Electric		75	88	123	163	204	247	280
Air Conditioning		21	26	68	106	144	182	201
Water Heating	a. Natural Gas	11	13	20	26	33	40	43
	b. Bottle Gas	27	31	48	63	80	97	104
	c. Electric	39	50	69	89	106	122	137
Water		47	49	64	87	110	132	151
Sewer		45	45	45	45	45	45	45
Trash Collection		31	31	31	31	31	31	31
Range/Microwave		6	6	6	6	6	6	6
Refrigerator		4	4	4	4	4	4	4
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	Monthly Cost
Name of Family		Heating	
		Cooking	
		Other Electric	
Address of Use		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
Number of Bedrooms		Refrigerator	
		Other	
		<b>Total</b>	\$

Spreadsheet based on form HUD-52667 (4/2023).  
ref. Handbook 7420.8

Previous editions are obsolete

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**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Manufactured homes</b>	Date (mm/dd/yyyy) <b>10/1/2024</b>
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Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	29	33	37	41	45	50	55
	b. Bottle Gas	70	80	90	99	109	121	132
	c. Electric	80	93	96	98	101	103	115
Cooking	a. Natural Gas	4	5	7	9	11	13	14
	b. Bottle Gas	10	12	17	22	27	31	34
	c. Electric	13	16	27	36	47	56	58
Other Electric		75	88	123	163	204	247	288
Air Conditioning		26	33	63	89	115	142	180
Water Heating	a. Natural Gas	11	13	20	26	33	40	43
	b. Bottle Gas	27	31	48	63	80	97	104
	c. Electric	39	50	69	89	106	122	135
Water		47	49	64	87	110	132	149
Sewer		45	45	45	45	45	45	45
Trash Collection		31	31	31	31	31	31	31
Range/Microwave		6	6	6	6	6	6	6
Refrigerator		4	4	4	4	4	4	4
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	Monthly Cost
Name of Family		Heating	
		Cooking	
		Other Electric	
Address of Use		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
		Refrigerator	
Number of Bedrooms		Other	
		<b>Total</b>	\$

Spreadsheet based on form HUD-52667 (4/2023).  
ref. Handbook 7420.8

Previous editions are obsolete

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<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Non Energy Performance Contract</b>							
Effective October 1, 2024							
<b>APARTMENTS</b>							
	<b>Bedrooms:</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Electric							
	Cooking	9	9	10	12	13	15
	Water Heating	26	26	30	35	39	45
	Space Heating	35	35	41	47	52	59
	Air Conditioning	12	12	14	16	18	21
	Other Electric	35	35	41	47	52	59
Gas							
	Cooking	8	8	10	13	15	17
	Water Heating	37	40	50	61	72	83
	Space Heating	30	32	39	49	57	66
Bottle Gas							
	Cooking	19	20	25	31	36	41
	Water Heating	90	98	120	148	173	200
	Space Heating	72	78	96	118	138	159
Water		37	46	60	80	97	112
Sewer		37	37	37	37	37	37
Trash		32	32	32	32	32	32
Refrigerator		4	4	4	4	4	4
Range/Microwave		6	6	6	6	6	6



<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Non Energy Performance Contract</b>							
Effective October 1, 2024							
<b>HOUSES</b>							
	<b>Bedrooms:</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Electric							
	Cooking	9	9	10	12	13	15
	Water Heating	27	27	31	36	40	46
	Space Heating	36	36	42	48	54	61
	Air Conditioning	13	13	15	17	19	21
	Other Electric	36	36	42	48	54	61
Gas							
	Cooking	8	9	11	13	15	18
	Water Heating	38	42	51	63	74	85
	Space Heating	30	33	41	50	59	68
Bottle Gas							
	Cooking	19	21	26	31	37	42
	Water Heating	93	101	124	153	178	206
	Space Heating	74	80	98	121	142	164
Water		37	46	61	81	100	115
Sewer		37	37	37	37	37	37
Trash		32	32	32	32	32	32
Refrigerator		4	4	4	4	4	4
Range/Microwave		6	6	6	6	6	6



AFFORDABLE HOUSING PROGRAM							
Utility Allowance Schedule Energy Performance Contract							
Effective October 1, 2024							
Apartments - Energy Performance Contract							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	7	8	10	11	12
	Water Heating	8	22	25	29	32	36
	Space Heating	11	29	33	39	43	48
	Air Conditioning	4	10	12	13	15	17
	Other Electric	11	29	33	39	43	48
Gas							
	Cooking	7	7	8	10	12	13
	Water Heating	32	35	41	49	56	64
	Space Heating	26	27	33	39	45	51
Bottle Gas							
	Cooking	16	17	20	24	28	32
	Water Heating	78	84	99	119	136	155
	Space Heating	62	66	79	94	108	123
Water		34	41	51	63	74	83
Sewer		37	37	37	37	37	37
Trash		32	32	32	32	32	32
Refrigerator		4	4	4	4	4	4
Range/Microwave		6	6	6	6	6	6

<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Energy Performance Contract</b>							
Effective October 1, 2024							
<b>Houses - Energy Performance Contract</b>							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	8	9	10	11	12
	Water Heating	9	23	26	30	33	37
	Space Heating	12	30	34	40	45	50
	Air Conditioning	4	11	12	14	16	17
	Other Electric	12	30	34	40	45	50
Gas							
	Cooking	7	7	9	10	12	14
	Water Heating	33	36	42	51	58	66
	Space Heating	26	28	34	40	46	52
Bottle Gas							
	Cooking	17	18	21	25	29	33
	Water Heating	81	86	102	123	140	159
	Space Heating	64	68	81	97	111	127
Water		34	41	51	63	74	83
Sewer		37	37	37	37	37	37
Trash		32	32	32	32	32	32
Refrigerator		4	4	4	4	4	4
Range/Microwave		6	6	6	6	6	6



<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Energy Performance Contract</b>							
<b>Maplewood Homes - Solar</b>							
Effective October 1, 2024							
<b>Apartments - Energy Performance Contract</b>							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	7	8	10	11	12
	Water Heating	8	22	25	29	32	36
	Space Heating	11	29	33	39	43	48
	Air Conditioning	0	0	0	0	0	0
	Other Electric	10	10	10	10	10	10
Gas							
	Cooking	7	7	8	10	12	13
	Water Heating	32	35	41	49	56	64
	Space Heating	26	27	33	39	45	51
Bottle Gas							
	Cooking	16	17	20	24	28	32
	Water Heating	78	84	99	119	136	155
	Space Heating	62	66	79	94	108	123
Water		34	41	51	63	74	83
Sewer		37	37	37	37	37	37
Trash		32	32	32	32	32	32
Refrigerator		4	4	4	4	4	4
Range/Microwave		6	6	6	6	6	6



<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Energy Performance Contract</b>							
<b>Maplewood Homes - Non-Solar</b>							
Effective October 1, 2024							
<b>Apartments - Energy Performance Contract</b>							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	7	8	10	11	12
	Water Heating	8	22	25	29	32	36
	Space Heating	11	29	33	39	43	48
	Air Conditioning	4	10	12	13	15	17
	Other Electric	56	74	78	83	88	93
Gas							
	Cooking	7	7	8	10	12	13
	Water Heating	32	35	41	49	56	64
	Space Heating	26	27	33	39	45	51
Bottle Gas							
	Cooking	16	17	20	24	28	32
	Water Heating	78	84	99	119	136	155
	Space Heating	62	66	79	94	108	123
Water		34	41	51	63	74	83
Sewer		37	37	37	37	37	37
Trash		32	32	32	32	32	32
Refrigerator		4	4	4	4	4	4
Range/Microwave		6	6	6	6	6	6

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**September 16, 2024**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Meeting Minutes for Meeting Held on August 13, 2024

**RECOMMENDATION(S)**

Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on August 13, 2024.

(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.**

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

**FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there are no financial impacts associated with this item.

**BACKGROUND INFORMATION**

The HACSB Board of Commissioners (Board) Meeting took place on August 13, 2024, and attached are the meeting minutes for review and recommended approval by the Board.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on, September 4, 2024.

# **MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**

**August 13, 2024**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting at the Administration Office, at 715 East Brier Drive, San Bernardino, California at 3:05 p.m. on August 13, 2024.

Details of the meeting discussion can be obtained through the recording of the Board of Commissioners meeting through a Public Records Request submitted in person or through the HACSB website: <https://hacsb.com/public-records-request/>

## **1) Call to Order and Roll Call**

The meeting was called to order, and upon roll call, the following were present:

Chair Cooper  
Vice-Chair MacDuff  
Commissioner Avila  
Commissioner Miller

Commissioner Johnson and Commissioner Kim were noted as absent.

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Jesse Diaz, Director of Business Services; Kristin Maithonis, Director of Housing Services; Angie Lardapide, Procurement and Contracts Supervisor; Renee Kangas, Senior Management Analyst; Nicole Beydler, Director of Policy and Communications; Jennifer Dawson, Director of Administrative Services; Lucy Leslie, Director of Housing Communities; Justin Post, Management Analyst; George Silva, Family Empowerment Services Manager; John Moore, Director of Development; Garrett Dalton, Information Technology Manager; Mayra Small, Housing Services Manager; Alicia Schneider, Procurement Officer; and Claudia Hurtado, Executive Assistant.

Also present, Fred Galante, Legal Counsel to the Housing Authority.

## **2) Additions or Deletions to the Agenda**

Chair Cooper called for additions or deletions to the August 13, 2024, agenda. There were none.

## **3) General Public Comment**

Chair Cooper provided an opportunity for members of the public to address the Board of Commissioners. There were none.

## **5) Executive Director's Report**

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

Discussion amongst the Board of Commissioners took place regarding the Executive Director's Report for August 13, 2024.



#### **4) Recognition – Bobby Tarango**

The Executive Director expressed gratitude to Mr. Tarango for his commitment, dedication and service on the Board of Commissioners. Mr. Tarango shared this positive experience on the board. Executive Director Razo concluded by wishing him success in his future endeavors. Following the Executive Director's remarks, several board members also took the opportunity to share their appreciation for Mr. Tarango.

#### **6) Board building presentation for August 13, 2024**

Discussion calendar item number 6, to receive the board building presentation for August 13, 2024, an overview of the Housing Authority of the County of San Bernardino's Partnerships, was requested.

Deputy Executive Director, Rishad Mitha, provided an overview of the Housing Authority of the County of San Bernardino's partnerships, George Silva, Family Empowerment Services Manager, provided the Family Empowerment Services presentation, Mayra Small, Housing Services Manager, provided the Housing Services presentation, Lucy Leslie, Director of Housing Communities, provided the Affordable Housing presentation, and John Moore, Director of Development, provided the presentation on Real Estate Development.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 6.

#### **7) MOU with San Bernardino County Children and Family Services and San Bernardino County Office of Homeless Services for the Family Unification Program and Foster Youth Initiative**

Discussion calendar item number 7, to 1) Approve joint Memorandum of Understanding with San Bernardino County Children and Family Services and San Bernardino County Office of Homeless Services for referral and supportive services for the Family Unification Program and Foster Youth Initiative for three years effective September 24, 2024 through August 31, 2027, 2) Authorize and direct the Executive Director to execute and deliver Memorandum of Understanding to San Bernardino County Children and Family Services and San Bernardino County Office of Homeless Services, and to approve any non-substantive revisions necessary to complete the transaction upon consultation with Legal Counsel, 3) Authorize the Executive Director to execute any subsequent amendments which may be required by a Notice of Funding Opportunity issued by the United States Department of Housing and Urban Development, subject to review of Legal Counsel, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 7.

Commissioner MacDuff moved to approve discussion calendar item number 7, as recommended by staff and Commissioner Miller seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Miller

Nays

**8) Contract Amendment with Kosmont & Associates, Inc.**

Discussion calendar item number 8, to 1) Approve Amendment No. 1 to contract No PC1333, effective September 25, 2024, with Kosmont & Associates, Inc. for Financial Advisor Services to exercise the first option year and increase the current contract amount by \$65,000 for a total contract amount not to exceed \$140,000 through September 24, 2025, 2) Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 8.

Commissioner Avila moved to approve discussion calendar item number 8, as recommended by staff and Commissioner Miller seconded the motion.

Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Miller

Nays

**9) Increase Appropriations for Temporary Employment Services - Administrative**

Discussion calendar item number 9, to approve an increase in appropriations to Contract No. PC1313, effective August 14, 2024, for Temporary Employment Services – Administrative with 22<sup>nd</sup> Century Technologies, Inc., AppleOne Employment Services, Infojini, Inc., and SoftHQ, Inc. in the amount of \$250,000 for an overall amount not to exceed \$500,000 through July 31, 2025, was requested.

Executive Director Razo explained the item.

Commissioner Avila moved to approve discussion calendar item number 9, as recommended by staff and Commissioner Miller seconded the motion.

Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Cooper  
Vice-Chair MacDuff  
Commissioner Avila  
Commissioner Miller

Nays

**10) Increase Appropriations for Temporary Employment Services - Maintenance**

Discussion calendar item number 10, to approve an increase in appropriations to Contract No. PC1314, effective August 14, 2024, for Temporary Employment Services – Maintenance with AtWork Personnel Services and HB Staffing in the amount of \$150,000 for an overall amount not to exceed \$400,000 through June 30, 2025, was requested.

Executive Director Razo explained the item.

Commissioner Avila moved to approve discussion calendar item number 10, as recommended by staff and Commissioner Miller seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Cooper  
Vice-Chair MacDuff  
Commissioner Avila  
Commissioner Miller

Nays

**11, 12, and 13) Consent Calendar**

Approval of the consent calendar including agenda item numbers 11-13 was requested.

Commissioner Avila moved to approve consent calendar agenda item numbers 11-13,

11) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on July 9, 2024.

12) Approve and file Agency-wide Financial Statements through April 2024.

13) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of May 2024.

The motion was duly seconded by Commissioner Miller and upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Miller

Nays

Chair Cooper provided an opportunity for individual board member comments. There were none.

There being no other business, Commissioner Miller moved for the regular meeting of Tuesday, August 13, 2024, to be adjourned, and which motion was duly seconded by Commissioner MacDuff. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:27 p.m.

\_\_\_\_\_  
Beau Cooper, Chair

\_\_\_\_\_  
Cassie MacDuff, Vice Chair

\_\_\_\_\_  
Tim Johnson

\_\_\_\_\_  
David Avila

\_\_\_\_\_  
Sylvia Miller

\_\_\_\_\_  
Sungman Kim

Attest:

\_\_\_\_\_  
Secretary

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**September 16, 2024**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

**Agency-wide Financial Statements through May 2024**

## **RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through May 2024.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

## **FINANCIAL IMPACT**

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net loss through May 2024 for Federal Fiscal Year (FFY) 2023-24 is \$(3,682,195). This net loss is currently lower than the budgeted net loss of (\$5,176,659) with a variance of \$1,494,464. The large variance is primarily related to two main components. The first being the increased Housing Assistance Payment (HAP) subsidy income and HAP expenses in the Housing Choice Voucher (HCV) Program and the second being budgeted expenses for certain line items that have not yet been realized. As such, the positive variance can be viewed as temporary.

The \$1,494,464 variance between the budgeted and the actual net income is due to the variance of gains and losses to the budget, such as:

- Depreciation expenses are not budgeted and amount to \$3.4 million.
- The HCV program received \$10.2 million more in HAP funding from HUD. HACSB budgets expecting to receive all HAP funds that were awarded, but the actual funds that are received are based on prior months HAP expenses. This causes a variance between the amount of funding budgeted and the amount received. This increase is as a result of a reserve drawdown from HUD held restricted HAP reserves.
  - An annual reconciliation between the amount of HAP funding received and the amount that should have been received is performed by the United States Department of Housing and Urban Development (HUD) and HACSB. This reconciliation is also used to determine the difference between the authorized funding amount and the actual funding received.
    - If the authorized funding exceeds the amount that HACSB received, the difference is deposited into a restricted HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval.
    - If the funds expected to be received by HACSB exceeds the authorized funding amount, a withdrawal is made from HHR.

- Conversely the HCV program experienced an increase in HAP in the amount of \$9.9 million. This was mainly due to rising rents and an increase in vouchers issued, due to issuances in 2023. Unlike the funding in the HCV program, HAP is not budgeted at a 100% lease rate. It is budgeted based on an estimated lease rate for the year, estimated available funding per federally approved appropriations, and on approved use of restricted HAP HUD held reserves.
- There is a decrease in tenant services expenses in the amount of \$100,000. This is budgeted evenly for the fiscal year, but the level of services provided can vary from month to month. We expect that the actual expense at year end will be closer to the budgeted amount.
- Physical needs work is budgeted evenly throughout the fiscal year, but the actual work performed can vary monthly. This causes a variance between the budgeted amount and the actual amount. The amount of variance through May 2024 is \$1.5 million which is reflected on the extraordinary maintenance line on the financial statements. We expect that the actual expense at year end will be closer to the budgeted amount.
- Tenant income exceeded the budgeted amount by \$1.9 million. This increase is mainly due to prior year rental income being recognized in the current year. This occurs every year due to common accounting treatment. Adjustments will be made during the year to remove the prior year's income. Another reason for this increase is due to the acquisition of the Northport property in Victorville. The tenant income for this property is not reflected in the current year's budget.
- There was an increase in other income in the amount of \$900,000 due to an increase in revenue generated from an affiliate non-profit as well as a favorable increases in investments and interest income.

The information provided is based on unaudited information. During the audit process, revenue and expenses are typically adjusted and we expect a material amount of expenses related to the pension and Other Post Employment Benefit (OPEB) plans to be recognized during this process. This will lead to a decrease in the operating net income. The audited financial report will be provided to the Board of Commissioners once the audit process has been completed. The audit process will be completed in late June 2025 for the prior fiscal year which is when the audited financial statements are submitted to HUD.

<b>Financial Summary</b>	<b>FY 2024 YTD</b>
Revenues	\$156,684,894
Expenses	\$(156,993,027)
Operating Net Income/(Loss)	\$ (308,133)
Operating Transfers/Non-Operating Items	\$(3,374,062)
<b>Net Income/(Loss)</b>	<b>\$(3,682,195)</b>

### **BACKGROUND INFORMATION**

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2024-25 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even through the challenges presented by delays in the federal budget process.

Despite ongoing challenges such as the lack of a congressionally approved funding allocation, we continue to focus on maintaining the agency's fiscal stability, customer service, innovation, best practices, partnerships that will assist our staff and families, and show a continued passion for our agency's mission.

Based on HUD's guidance to routinely present key information to HACSB's Board of Commissioners, HACSB is presenting the financial statements on a monthly basis.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, August 30, 2024.

## HACSB Budget Comparison

Period = Oct 2023-May 2024

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	22,083,242	20,484,664	1,598,578	7.80	30,869,944
Total Other Tenant Income	657,042	341,476	315,566	92.41	511,667
NET TENANT INCOME	22,740,284	20,826,139	1,914,144	9.19	31,381,611
GRANT INCOME					
TOTAL GRANT INCOME	127,558,705	117,283,155	10,275,551	8.76	175,926,069
OTHER INCOME					
TOTAL OTHER INCOME	6,385,905	5,565,930	819,975	14.73	7,780,646
TOTAL INCOME	156,684,894	143,675,224	13,009,670	9.05	215,088,326
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	5,999,410	7,050,295	1,050,885	14.91	10,575,443
ADMINISTRATIVE					
Total Administrative Salaries	10,753,766	11,374,231	620,465	5.46	17,230,491
Total Legal Expense	364,538	376,602	12,064	3.20	564,845
Total Other Admin Expenses	5,022,639	5,365,898	343,259	6.40	8,080,900
Total Miscellaneous Admin Expenses	1,927,679	2,189,582	261,903	11.96	2,960,662
TOTAL ADMINISTRATIVE EXPENSES	18,068,623	19,306,314	1,237,691	6.41	28,836,897
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	1,949,674	2,023,076	73,402	3.63	2,459,644
UTILITIES					
TOTAL UTILITY EXPENSES	2,810,139	3,003,816	193,677	6.45	4,514,366
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	2,591,619	2,341,979	-249,640	-10.66	3,535,851
Total Materials	1,162,196	610,881	-551,315	-90.25	916,270
Total Contract Costs	2,927,589	2,402,124	-525,465	-21.88	3,590,795
TOTAL MAINTENANCE EXPENSES	6,681,404	5,354,984	-1,326,419	-24.77	8,042,916
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	2,179,604	1,176,504	-1,003,100	-85.26	1,692,963
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	2,623,790	4,167,430	1,543,640	37.04	5,623,953
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	115,318,835	105,473,518	-9,845,316	-9.33	158,210,278
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,361,549	1,295,946	-65,604	-5.06	1,944,793
TOTAL OPERATING EXPENSES	156,993,027	148,851,883	-8,141,144	-5.47	221,901,253
<b>OPERATING NET INCOME</b>	<b>-308,133</b>	<b>-5,176,659</b>	<b>4,868,526</b>	<b>94.05</b>	<b>-6,812,927</b>
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	3,374,062	0	-3,374,062	N/A	0
NET INCOME	-3,682,195	-5,176,659	1,494,464	28.87	-6,812,927



# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**September 16, 2024**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of June 2024

## **RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of June 2024.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

## **FINANCIAL IMPACT**

The accounts receivable loss for the month ending June 30, 2024, is \$120,084.77. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget.

## **BACKGROUND INFORMATION**

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of partnerships with local governments and/or HACSB's non-profit affiliate Housing Partners I, Inc., and include public housing developments converted through the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program.

Despite HACSB's efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Losses during this time period (June 1 – June 30, 2024) are primarily for voluntary move-outs and evictions. The total write-off for the month of June 2024 is \$120,084.77, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss  
for the Month of June 2024  
September 16, 2024

**SUMMARY FOR HACSB- Authority Owned Properties**

<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
481130-Maplewood	2	4,326.00
481161 -Colton	1	7,376.00
481170- 7th St	0	-
481172- Bighorn	1	815.00
407 - Sunset Pointe	3	7,523.05
408 - Sunrise Vista	6	32,667.49
409 - Andalusia	6	31,013.00
416 - Arrowhead	2	463.20
423 - Mesa Gardens	0	-
431 - Stone Creek	1	11,085.00
437 - Sunset Gardens	0	-
467 - Hillcrest	0	-
481 - Waterman Gardens	1	4,438.00
Concessions Write Off	0	-
<b>TOTAL RENT WRITE OFF</b>	23	99,706.74
Miscellaneous Charges		750.00
Maintenance Charges		23,779.53
Legal Charges		15,332.50
Security Deposits Applied		(19,484.00)
<b>NET TOTAL WRITE OFF</b>		120,084.77

**PROCUREMENT**

Not applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 30, 2024.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
481130-Maplewood													
1	J	C		S	614.00	1,187.00		50.00	940.00		2,177.00	1,187.00	990.00
2	A	J		E	277.00	3,139.00		300.00	470.85	1,070.00	4,979.85	1,159.00	3,820.85
TOTALS:						4,326.00	-	350.00	1,410.85	1,070.00	7,156.85	2,346.00	4,810.85
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Skipped										05/28/24		
2	Notice to Pay or Quit	12/03/23	12/03/23	01/09/24	01/19/24	N	N/A	N/A	06/10/24		06/10/24		
481161 -Colton													
1	M	J		E	\$938	7,376.00		100.00	772.78	670.00	8,918.78	1,265.00	7,653.78
TOTALS:						7,376.00	-	100.00	772.78	670.00	8,918.78	1,265.00	7,653.78
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Pay or Quit	11/07/23	Posted	12/11/23	02/23/24	N		N/A	06/26/24		06/26/204		
481170- 7th St													
1	H	A							(345.00)		(345.00)		(345.00)
TOTALS:						-	-	-	(345.00)	-	(345.00)	-	(345.00)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
2	Payment on bad debt												
481172- Bighorn													
1	M	P		T	580.00	815.00			672.00		1,487.00	1,081.00	406.00
2	E	J							(368.13)		(368.13)		(368.13)
TOTALS:						815.00	-	-	303.87	-	1,118.87	1,081.00	37.87
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Pay or Quit	05/07/24	05/07/24	n/a	n/a			n/a			06/07/24		
2	Payment on bad debt												

\*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
407 - Sunset Pointe													
1	S	R		V	997.00	(303.00)			1,566.00		1,263.00	100.00	1,163.00
2	B	K		T	997.00	3,150.45			1,061.00		4,211.45	997.00	3,214.45
3	P	L		E	1,200.00	4,675.60	-		3,649.00	1,500.00	9,824.60	700.00	9,124.60
TOTALS:						7,523.05	-	-	6,276.00	1,500.00	15,299.05	1,797.00	13,502.05
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of intent to vacate	05/01/24									05/31/24		
2	Notice to Pay or Quit	05/21/24	Posted						Skipped		06/15/24		
3	Notice to Pay or Quit	03/11/24	Posted	04/11/24	04/19/24	N/A		N/A	06/25/24		06/25/24		
408 - Sunrise Vista													
1	G	M		V	825.00	666.00			548.28		1,214.28	600.00	614.28
2	L	D		E	997.00	6,037.39			1,306.00	1,500.00	8,843.39	600.00	8,243.39
3	P	D		V	1,028.00	10,885.00			1,295.00		12,180.00	1,135.00	11,045.00
4	L	J		V	1,400.00	1,310.00			1,020.28		2,330.28	600.00	1,730.28
5	T	J		E						1,500.00	1,500.00		1,500.00
6	H	N		E	985.00	4,719.08			2,115.81	1,085.00	7,919.89	600.00	7,319.89
7	C	A		E	1,050.00	9,050.02	-		660.00	1,085.00	10,795.02	600.00	10,195.02
TOTALS:						32,667.49	-	-	6,945.37	5,170.00	44,782.86	4,135.00	40,647.86
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of intent to vacate	12/01/23									05/31/24		
2	Notice to Pay or Quit	01/08/24	Posted	02/12/24	02/21/24	Y		06/06/24	06/25/24		06/25/24		
3	Notice to Pay or Quit	04/05/24	Posted	05/07/24	05/15/24	N/A		N/A	N/A		06/10/24		
4	Notice of intent to vacate	02/14/24									06/12/24		
5	Adjustment to previous month write off												
6	Notice to Pay or Quit	04/16/24	Posted	05/13/24	05/20/24	N		N/A	N/A		06/17/24		
7	Notice to Pay or Quit	11/06/23	Posted	12/07/23	12/18/24	Y		04/11/24	N/A		06/10/24		

\*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
<b>409 - Andalusia</b>													
1	C	J					-		(300.00)		(300.00)		(300.00)
2	S	J					-		(200.00)		(200.00)		(200.00)
3	T	V		E	1,161.00	6,904.00	-		737.00	95.00	7,736.00	960.00	6,776.00
4	O	J		E	1,512.00	12,457.00	-		874.15	1,465.00	14,796.15	999.00	13,797.15
5	V	J		V	1,272.00	2,469.00		75.00	2,527.00		5,071.00	599.00	4,472.00
6	D	T		V	1,161.00	253.00		75.00	512.00		840.00	599.00	241.00
7	T	M		V	1,800.00	8,635.00		75.00	1,747.00		10,457.00	2,700.00	7,757.00
8	B	S		V	1,191.00	295.00	-	75.00	669.20		1,039.20	799.00	240.20
<b>TOTALS:</b>						<b>31,013.00</b>	<b>-</b>	<b>300.00</b>	<b>6,566.35</b>	<b>1,560.00</b>	<b>39,439.35</b>	<b>6,656.00</b>	<b>32,783.35</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Payment on bad debt									
2	Payment on bad debt									
3	Notice to Pay or Quit	04/16/24	Hand Del	06/13/24	N/A					06/20/24
4	Notice to Pay or Quit	01/09/24	Posted	02/12/24	03/14/24	No		N/A	05/30/24	05/30/24
5	Notice to Pay or Quit	05/31/24	Posted	N/A						06/10/24
6	Notice of intent to vacate	05/06/24								06/06/24
7	60 Day Notice to Quit	04/16/24	Posted	N/A						06/21/24
8	Notice of intent to vacate	05/08/24								06/13/24

416 - Arrowhead													
1	W	L		V	1,350.00	45.00	-		334.00		379.00	200.00	179.00
2	R	N		V	1,550.00	418.20	-		578.31		996.51	600.00	396.51
TOTALS:					463.20		-	-	912.31	-	1,375.51	800.00	575.51
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of intent to vacate	03/06/24									05/01/24		
2	Notice of intent to vacate	04/24/24									05/31/24		

\*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
<b>423 - Mesa Gardens</b>													
1	R	W							(200.00)		(200.00)		(200.00)
<b>TOTALS:</b>						-	-	-	(200.00)	-	(200.00)	-	(200.00)

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Payment on bad debt									

<b>431 - Stone Creek</b>													
1	S	N		E	1,550.00	11,085.00			798.00	1,250.00	13,133.00	400.00	12,733.00
<b>TOTALS:</b>						11,085.00	-	-	798.00	1,250.00	13,133.00	400.00	12,733.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice to Pay or Quit	09/06/23	Posted	10/18/23	11/14/23	N		04/04/24	06/05/24	06/05/24

<b>437 - Sunset Gardens</b>													
1	M	D					-		(100.00)		(100.00)		(100.00)
<b>TOTALS:</b>						-	-	-	(100.00)	-	(100.00)	-	(100.00)

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Payment on bad debt									

<b>467 - Hillcrest</b>													
1	S	J		E						2,015.50	2,015.50		2,015.50
<b>TOTALS:</b>						-	-	-	-	2,015.50	2,015.50	-	2,015.50

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Adjustment to previous month write off									

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 06/30/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
481 - Waterman Gardens													
1	H	J		E	742.00	4,438.00			439.00	2,002.00	6,879.00	1,004.00	5,875.00
2	R	P		E						95.00	95.00		95.00
TOTALS:						4,438.00	-	-	439.00	2,097.00	6,974.00	1,004.00	5,970.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Pay or Quit	12/06/23	Posted	01/31/24	02/05/24	Y		04/25/24	05/31/24		05/31/24		
2	Adjustment to previous month write off												
ALL PROPERTY TOTALS:						99,706.74	-	750.00	23,779.53	15,332.50	139,568.77	19,484.00	120,084.77

Submitted by:

Date:

Reviewed by:

Date:

\*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.