

# SOMERSWORTH HOUSING AUTHORITY



## Housing Choice Voucher Handbook for Voucher Recipients



# Somersworth Housing Authority

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## Welcome!

You have been accepted into the Somersworth Housing Authority Housing Choice Voucher Program.

With this subsidy, a portion of your rent will be paid for by the Voucher Program. To begin receiving assistance, you must find appropriate housing, the housing must meet housing quality standards and the owner must agree to take part in the program.

On the following pages you will find information that will assist you in understanding the program such as:

- How to find a suitable apartment
- How the program works
- Participant responsibilities
- Portability

You have been assigned an HCV Program Manager who can give you important help in getting rental assistance. If you have questions about the program or your housing, your Program Manager can answer them.

Sincerely,  
Keri McIlvaine  
Program Manager

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## I. Housing Choice Vouchers

This Housing Choice Voucher Program (sometimes referred to as Section 8 Program) subsidizes the rent you pay to a Property owner of a privately owned apartment. The voucher is portable meaning it travels with you as a household from one privately owned apartment to another so long as you remain on the HCV program.

Your portion of the rent is based on your Annual Adjusted Income.

You are responsible to pay 30% of your adjusted monthly income towards your Rent as well as your out-of-pocket Utility Costs so long as the apartment contract rent falls within the Payment Standard (the 'worth of your voucher').

The Payment Standard is the maximum allowable gross rent the Housing Authority can pay on your behalf. Your subsidy is the difference between the Payment Standard and your 30% adjusted income.

If the apartment is over the Payment Standard, HUD allows you pay UP TO 40% of your income when absorbing the cost of an apartment above the standard.

How Your Portion is Calculated:

30% of your Monthly Adjusted Income – Utilities paid for out of Pocket (as determined by HUD Annual Utility Analysts) + the amount the apartment is OVER the Payment Standard= The amount you pay the owner for rent.

## II. Admission to the Program & Lease-Up Process:

### A. Utilizing your Voucher & Finding Appropriate Housing

Your Voucher is Valid for 120 Days & it is your responsibility to locate a suitable unit.

If you do not find a suitable unit by the expiration date on your voucher, the voucher will be recaptured and issued to another person. If this occurs, you will have re-apply and go on the waiting list.

During your search period, you must either have your current housing approved or locate other housing. No extensions will be issued, unless you require a reasonable accommodation.

OPTION ONE: Approving your Current Housing:

If you wish to stay where you are:

1. You will need to have the Request for Tenancy Form completed by the property owner to determine if the rent falls within the Payment Standards and if the property owner will accept the voucher.
2. The unit will need to pass a Housing Quality Standard Inspection.
3. You and the owner will need to enter into a NEW 1-year lease (with two lease addendums: 1) HUD Tenancy Addendum and 2) Lead Paint Disclosure).

NOTE: If these requirements are not met, you will need to locate a new apartment to use your voucher in.

OPTION TWO: Apartment Searching/Approving a New Apartment:

You will need to locate an apartment to utilize the voucher in.

A Landlord Listing included in the briefing packet and is available upon request. This list is of owners who have or currently participate in the HCV program. These landlords may or may not have available apartments.

NOTE: You are responsible for any Application or Processing Fees associated with apartment searching.

Once you have located an apartment you would like to move forward with:

1. Have the landlord complete the Request for Tenancy Form and return it to SHA for determination.

## B. Tips for a Successful Housing Search

The following are suggestions to assist in your apartment search:

- Craigslist.com, Zillow, Etc.
- Newspapers
- Landlord Listing/Former Landlords
- Realtors
- Community Bulletin Boards (there is one in the Central Office on Bartlett Ave)
- Friends, Family, and Neighbors

Tips when Viewing an Apartment:

- Be prompt! If you cannot keep the appointment, cancel with plenty of notice.
- Bring references.
- Make childcare arrangements whenever possible
- Find out if the owner is familiar with the Section 8 Program, but please do not try to explain the program. If the owner has any questions, please give them the Somersworth Housing Authority number.

Does the unit fall within the Payment Standard

**During your search if you are questioning if the apartment falls within the Payment Standards, please call SHA with the following information:**

- Rent Amount
- Apartment Type:
  - Duplex (2 apartments side-by-side)
  - 2/3 Story Walk-Up (typically has 3+ units, no more than 3 stories)
  - Row/Townhouse (2 stories, multiple units in row)
  - High Rise- 5+ stories
  - Single Family Home or Manufactured Home
- What Utilities are YOU responsible for and WHAT TYPE of utility is it:
  - Heat:
    - Are you paying for heat? What utility type is it?
  - Hot Water:
    - Are you paying for hot water? What utility type is it?
  - Cooking- Stove:

- Are you paying for cooking costs? What utility type is it?
- Electric:
  - Are you paying for the electric?
- Water and Sewer:
  - Is this included? If NOT- I will need the past 4 water/sewer bills
- Trash:
  - Is there a dumpster or are you responsible for paying for City Trash Bags?

C. Other items to consider when Searching:

- You do not have stay in Somersworth- the voucher is portable and travels with you.
  - Your voucher will remain with SHA if you find an apartment in: Somersworth, Rollinsford, Dover, Rochester, Portsmouth, Exeter or Newmarket NH.
  - Your voucher will be 'ported' to another housing authority if you find a unit outside those towns (further explanation on Page 17/18)
  - The payment standards for Somersworth HA are the same for all towns within the jurisdiction of SHA.
- You do not need to rent an apartment that is the same size as your voucher, meaning:
  - You have been issued a 1 bedroom voucher, you can rent an apartment that is a different size so long as it falls within the payment standard or your income can support the amount is over; However, you must use the same Payment Standard as your voucher size.

D. Security Deposit is your Responsibility:

**The SHA cannot assist with paying a Security Deposit- you are responsible to pay this amount and any discussion or agreements on payments are to be made with Property Owner.**

Owners may collect a security deposit, which is no more than one month's rent. Owners may not collect more than they would collect from an unassisted tenant. If the owner request a security deposit to hold the unit ensure the receipt notes that it is refundable if the unit is not yet approved by SHA.

When you move out, the owner, subject to State or Local law may use the security deposit, including any interest, as reimbursement for any unpaid rent, damages to the unit, or for other amounts that you may owe under the lease. The owner must give you a written list of all items charged against the deposit, and the amount of each item. After deducting that amount, the owner must refund the full amount of the unused balance to you.

E. Lead Based Paint Disclosure- Required for Buildings Prior to 1978

**Know the rules and watch for it!** Buildings that were constructed prior to 1978 may have lead paint. Lead is potentially dangerous and damaging, especially to young children. Federal regulation requires that **owners inform families and SHA** if they have knowledge of the presence of lead-based paint in a rental unit.

If you suspect your child has been exposed to LBP please call your doctor or 1-800-852-3345 (NH Lead Paint Center.)

If your child has tested positive for EBL, call your Housing Officer immediately!

For more information please read the brochure: "Protect your Family from Lead in your Home" which is included in your briefing packet.

F. Housing Quality Standards (HQS)- Housing Inspection:

The unit you choose must be "safe, sanitary, and decent." Use this checklist to help determine if the unit will pass basic inspection guidelines. These are NOT a full list of inspected items.

The unit will still be inspected by the SHA's contracted HQS Inspector.

THE BUILDING EXTERIOR

Yes  No  Are foundation, stair rails, and porches sound and free from hazard and deterioration?

Yes  No  Is there a handrail for four or more steps?

Yes  No  Are chimney and other brickwork free of loose bricks and mortar?

Yes  No  If you have a child under age 6, is the paint chipping, peeling, or cracking?

LIVING ROOM

Yes  No  Are there two working electrical outlets or one outlet and one



light fixture?

Yes  No  Can first floor window be locked?

Yes  No  Is there at least one window and is the window(s) and the frame in good condition?

Yes  No  Are walls, ceiling and floors in good condition?

Yes  No  If you have a child under age 6, is the paint peeling, chipping or cracking?

KITCHEN

Yes  No  If appliances are provided, are they working properly?

Yes  No  Is the plumbing free from leaks and working properly?

Yes  No  Is there one working outlet and 1 working, permanently installed light fixture?

Yes  No  Can all first floor windows be locked and are they in good condition?

Yes  No  If you have a child under the age of 6, is the paint peeling, chipping or cracking?

Yes  No  Is there adequate space for storage and food preparation?

BATHROOM

Yes  No  Are the tub, shower, sink, and toilet in good condition and working properly?

Yes  No  Is there an air vent or an operable window with a lock?

Yes  No  Are floors, ceiling and walls in good condition?

Yes  No  Is there at least one light fixture?

BEDROOMS

- Yes  No  Is there a window in good condition in each bedroom?
- Yes  No  If the bedroom is on the first floor, does the window lock?
- Yes  No  Are there two working electrical outlets or one outlet and one light fixture per bedroom?
- Yes  No  If you have a child under age 6, is the paint peeling, chipping, or cracking?

OTHER ROOMS AND AREAS

- Yes  No  Do the furnace and water heater work and are they in good condition?
- Yes  No  Does the hot water have a pressure relief valve and discharge line 6 to 8 inches from the floor?
- Yes  No  Does the unit have at least 2 exits?  
(NOTE: A window may be an acceptable exit on the first or second floor depending on size of the window).
- Yes  No  Do all rooms have a means of illumination and are they free from electrical hazards?
- Yes  No  Are the house and yard free from trash and other debris?
- Yes  No  Does the furnace provide adequate heat for all rooms?
- Yes  No  If you have a child under age 6, is the paint chipping, peeling, or cracking?

Smoke Detectors/Carbon Monoxide Detectors:

Yes  No  Does the unit have the required Smoke Detectors/CO Detectors.

#### G. Steps for Leasing-Up in a Unit with Your Voucher:

Return the Request for Tenancy form to the SHA:

- a. This is done for the one unit you've decided to move forward with- this is after you've gone through any screening the Property Owner may have and after you've viewed the apartment and decide to move forward with renting it.
- b. Either you or the Property Owner may return the completed form.

SHA will review the RFT and contact you/the Property Owner:

- c. SHA will review the RFT to ensure the rent is within the Payment Standards and if not, if your income will support the amount it is over.
- d. SHA will contact with you the approximate rental amount you'd be responsible for to ensure you understand the amount and that you are comfortable with paying the portion.
- e. SHA will contact the Property Owner:
  - i. SHA will discuss the HCV Program and provide any information they may need to be familiar with the program.
  - ii. SHA will discuss the required paperwork (W9, Direct Deposit Authorization, HAP contract, Lease with required addendums, etc.)
  - iii. SHA will discuss the portions being paid by you and the SHA.
  - iv. SHA will provide (if requested) your current landlord and previous 2 landlords contact information so they may do landlord references.
  - v. SHA will provide the Inspector's contact information to the Property Owner in order to schedule the inspection.

Inspection will be done of the unit:

- f. The Property Owner will schedule the inspection at a mutually convenient time for themselves and the inspector.
- g. The unit must pass an inspection prior to a contract with SHA/lease with you can be executed.
  - i. If the unit passes the initial inspection I will let all parties know and the lease-up can begin anytime after the date of the initial inspections.
  - ii. If the unit fails the initial inspection:
- h. SHA will send a copy of the inspection report to the Property Owner
- i. The Property Owner will schedule/repair the items necessary.
- j. The Property Owner will contact the inspector to either provide written documentation/photographs of the repairs so the inspection can be marked as completed OR schedule a re-inspection.

Paperwork between all Parties:

**NOTE: All the paperwork will need to have the same effective/start date.**

- k. A lease will need to be executed between you and the Property Owner- the lease will need to include the Lead Paint Disclosure (discussed on Page 8) and the HAP contract tenancy addendum.  
A full copy of an executed lease needs to be provide to SHA.
- l. A HAP contract will be signed between the SHA and the Property Owner.
- m. Paperwork will need to be signed for the HCV rent calculation by you with the SHA office.

H. Preparing to Move:

- o SHA will not help with your moving costs. This is your **responsibility**.
- o Provide your current landlord **proper written notice**.
- o Make arrangements for **utilities to be transferred** to your new address. There is sometimes a deposit required or additional services fees.

- Fill out and mail a **change of address card** at the Post Office.
- Register your children in the **new school** if necessary.
- **Leave in good standing!** This is very important...you want to have good references to give to a new landlord.

## I. Discrimination:

**Discrimination is against the law.** No owner can refuse to rent to anyone solely because of race, creed, age, sex, color, national origin, marital status or a person's physical or mental handicap.

Discrimination may include:

- Setting different terms or conditions for different people.
- Advertising in a discriminatory way. For example: Men Only.
- Denying a place is available when it actually is.

### **If you have been discriminated against:**

- Complete the **HOUSING DISCRIMINATION COMPLAINT FORM** (available in your briefing package.)
- You may also contact:
  - New Hampshire Commission for Human Rights
  - 163 Loudon Rd.
  - Concord, NH 03301
  - (603)271-2767

### III. Continued Participation/Remaining in Compliance with HCV Requirements:

#### A. Remaining in Compliance with Requirements/Regulations:

The following are program requirements/regulations:

**Note:** Please see HUD 52646 Voucher and HUD 52578-B Statement of Family Responsibility for furthering information. Copies are provided during Voucher Briefing.

Additional program administration information can be found in the SHA Administrative Plan located in the Central Office Lobby and on the SHA Website at [www.somersworthhousing.org](http://www.somersworthhousing.org).

#### B. Obligations of the Family- The Family must:

- Provide truthful, accurate, and complete records, information, or documentation determined to be necessary, including the following: submission of Social Security numbers, citizenship information or eligible immigration status, and submissions required for annual or interim reexamination of household and composition as requested including signed consent forms for obtaining information.
- Use the assisted unit for residence by the family only. Only the household members on the subsidy are to live in the unit; allowing unauthorized person to live in the unit is a program violation.
  - SHA visitor guideline is 14 calendar days per year for all visitors. This means a guest(s) can stay no more than 14 days throughout the entire year, not limited to consecutive days. This is total of any and all visitors.
  - Please note, if your lease or Property Owner has a more limiting guideline you would need to abide by those guidelines to be in compliance with your lease terms.
  - Regardless of if the Lease or Property Owner guidelines exceed the SHA guideline, visitors may not exceed 14 calendar days.
- Complete an Annual Reexamination in a timely manner and provide all information requested by the SHA to complete this required reexamination. You will be sent the paperwork 120 days prior to the effective date and list of required documentation.
- Report any required changes to the SHA in writing (or by email/fax) within 14 calendar days of the change.

- Changes in household composition, income, eligible expenses and changes to the contract rent/utility responsibilities all affect the amount your required to pay.
- Reporting requirements for income increases/changes:
  1. If your current job/income increases **\$500 or more per month**, you are required to report it. (If it increases less than \$500/month, you do NOT need to report it.)
  2. If your source of income changes, you must report it (ie: you change job locations, you were receiving TANF but now are employed, you were receiving long term disability and now are receiving SSA benefits, etc.).
  3. If you were previously listed as having \$0 income and you begin receiving income, regardless of the amount you are receiving (\$500 threshold does not apply), you must report it.
  4. If you previously had a medical or child care expense listed and are no longer paying the expense you must report it.

**Note: You can report decreases at any time.**

- Effective Date of Rent Changes:
  - A. Rent decreases: If verified by the 25<sup>th</sup> of the month, change can be applied for the following month.
  - B. Rent increase: If reported as required within 14 days of the change, you will receive a full 30 day notice of rent change.
- Supply any information requested by SHA to verify that the family is living in the unit or information related to family absence from the unit.
  - See Page 16 regarding adding/removing a family member.
- Promptly notify SHA in writing when the family is away from the unit for an extended period of time.
  - Extended defined as 30 calendar days or more.
- Permit inspection of the dwelling unit at reasonable times after reasonable notice. Inspections will be done annually and as scheduled by the SHA. You will receive a notice

approximately 3 weeks in advance notifying you of the date of inspection- it is extremely important that inspection takes place on the scheduled date.

- If you can't be home for the inspection please make accommodations for an adult (person 18 years or older) to be at your unit to let the inspector in to complete it.
- If you can't be home and cannot find an adult to stay for the whole time period you can request (by calling SHA at least 48 hours in advance) to 'narrow down the time frame' of either 8am-12noon or 12noon-4pm.
- If you can't be home at any point during the day you must contact SHA \*(at least 48 hours in advance) to reschedule for good cause.
- Maintain the property (to best of their ability) to HQS standards including:
  - Promptly notifying the owner of any damages/issues.
  - Tenant paid utilities should remain in service and operational.
  - Maintaining the property/apartment and appliances in good, clean, sanitary condition.
- Give at least thirty (30) days written notice to SHA and the owner of the family's intent to move or terminate the lease.
  - Copies should be given to the Property Owner and SHA on the same day so proper notice can be sent from SHA to the Property Owner so the contract may end the same time your tenancy ends.
  - Please note, if your lease requires longer notice you will be held the lease term notice requirements.

C. Obligations of the Family- The Family must not:

- Sublease or assign lease or transfer the unit.
- Provide accommodations for boarders or lodger (guests staying over 14 day limit).
- Own or have any interest in the dwelling unit (unless utilizing the special housing type for Mobile Home Ownership/Assistance with Lot Rent)
- Commit fraud bribery, or any other corrupt or criminal act in connection with any Federal Housing Program.



- Engage in any drug-related activity or violent criminal activity.
- Receive housing assistance under the Section 8 Program while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.
- Commit any serious or repeated violation of the lease. While participating with the HCV Program you are required to abide by your lease, if you violate your lease and are evicted by Court of Law this would be considered a violation of the HCV regulations.

**If you receive an eviction notice, you must provide a copy to the SHA.**

If you feel you should not be evicted, you should seek legal counsel.  
New Hampshire Legal Assistance # 603-431-7411 is another resource as well.

#### IV. Reasons for Ending Participation:

Once you've leased-up during your initial 120 searching time period your voucher will not expire and you can remain on the program indefinitely.

While on the program you will continue to receive assistance unless your voucher is:

1. Surrender
2. Recaptured
3. Contract ends and new lease-up does not occur within 120 days or
4. Voucher is terminated for noncompliance.

##### A. Reasons for Recapturing Voucher:

Your voucher will be recaptured for the following two reasons:

1. If your household income increases to the point that 30% of your adjusted income is equal to or greater than the Contract Rent of the unit. Contract rent is the total asking rent the Property Owner receives for the unit.
  - a. If your household income increases to the point that you are now paying full rent you can remain on the program for **6 months**.
  - b. After the 6<sup>th</sup> payment you make of full rent your voucher will be recaptured by the SHA and issued to a family/applicant whom subsidy would be paid on their behalf.
2. You are absent from the unit for 90 days. If you are not living in the unit for a period of 0-89 days the payments to the Property Owner would continue to be paid on your behalf. Once the absent days reaches 90 days, the voucher would be recaptured and issued to a family off the waiting list.

B. Reasons for Terminating Voucher when not under Contract:

Your voucher will be terminated if you do find a suitable apartment in which a contract can be executed on your behalf.

If the contract ends for the unit you are currently living in, common reasons for contract ending can be:

- 1) The unit fails inspection and the Property Owner does not correct failed items within the required time frame the contract would be terminated by SHA or
- 2) New owner does not execute a HAP contract with SHA.

Your searching time clock will begin after the last paid date on your behalf. You would have 120 days as you do during the initial searching period. For further instructions on leasing-up with your voucher see pages 7-9.

C. Reasons for Terminating Voucher Due to Noncompliance:

Your voucher may be terminated due to noncompliance with the HCV/Section 8 Program Requirements/Regulations listed on pages 10-13.

Additionally, a Termination of Assistance may be pursued for the following reasons:

- If any member of the family has ever been evicted from public housing or other Federally subsidized program.
- If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority.
- If a family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- If any member of the family commits fraud, bribery or any other corrupt criminal act in connection with any federal housing program.

- At any time, SHA may deny assistance to an applicant, or terminate assistance to a participant family if any member of the family commits:
  - a. Drug-related Criminal Activity
  - b. Violent Criminal Activity

## V. Informal Hearing Procedure (Appealing Decision of SHA):

### D. Informal Hearing Policy

#### 1. **Applicability of Informal Hearing:**

- A. SHA will offer an informal hearing for Applicants denied admission for the following:
  - 1. If the SHA makes a decision that has a negative impact on an applicant family:
    - i. Denying listing on the waiting listing/being determined ineligible to be placed on the waiting list based on criminal background, sex offender registration, landlord/rental history, inaccurate/incomplete information submitted, household composition ineligibility for unit/voucher size selected and over income determination.
  - 2. Immigration status- after notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS.
- B. SHA will offer an informal hearing for Housing Choice Voucher (Section 8) and Project-Based Voucher participants for the following:
  - 1. Refusing to enter into a HAP contract or approve a lease
  - 2. Terminating housing assistance payment under an outstanding HAP contract
  - 3. Refusing to process or provide assistance under portability procedures
  - 4. One of the following decisions are made:
    - A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
    - A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the SHA utility allowance schedule
    - A determination of the family unit size under the SHA's subsidy standards
    - A determination to terminate assistance for a participant family because of the family's actions or failure to act
    - A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under SHA policy and HUD rules

## 2. Notice to the Family:

In cases where the SHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of the SHA.
- A brief statement of the reasons for the decision, including the regulatory reference.
- The date the proposed action will take place.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing.
- To whom the hearing request should be addressed.

## 3. Scheduling an Informal Hearing:

A request for an informal hearing must be personally presented, either orally, in writing or by email, to the SHA's central office **within 14 calendar days from the date of the SHA's decision or notice to terminate assistance.**

The SHA must schedule and send written notice of the informal hearing to the family within 14 calendar days of the family's request.

There is no requirement that informal hearings to be conducted in-person and as such, HUD allows SHA to conduct all or a portion of the informal hearing remotely either over the phone or via video conferencing. It is at SHA's sole discretion to require that informal hearing be conducted remotely in case of local, state, or national physical distancing orders, and in case of inclement weather or natural disaster. In addition, SHA will contact the hearing remotely upon request of applicant as a reasonable accommodation for a person with a disability, if an applicant does not have childcare or transportation that would enable them to attend the informal hearing, or if the applicant believe an in-person hearing would create an undue health risk. SHA will consider other reasonable request for a remote informal hearing on a case-by-case basis.

The tenant may request to reschedule a hearing on a one-time basis. Should the complainant need to reschedule a second time, he or she may do so for good cause, or if needed as a reasonable accommodation for a person with disabilities.

- *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Request to reschedule a hearing must be made orally or in writing prior to the hearing date.

If the family does not appear within 30 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact SHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. SHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

**4. Pre-Hearing Right to Discovery:**

Participants and the SHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any SHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents free of charge. If the SHA does not make the document available for examination on request of the family, the SHA may not rely on the document at the hearing.

The SHA hearing procedures may provide that the SHA must be given the opportunity to examine at the SHA offices before the hearing, any family documents that are directly relevant to the hearing. The SHA must be allowed to copy any such document at the SHA's expense. If the family does not make the document available for examination on request of the SHA, the family may not rely on the document at the hearing.

The family must request discovery of SHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

**5. Participants Rights to Bring Counsel:**

At their own expense, the family may be represented by a lawyer or other representative at the informal hearing.

**6. Informal Hearing Officer:**

The SHA has designated the following to serve as hearing officers:  
Deborah Evans, Executive Director (or another person(s) designated by the Executive Director).

**7. Attendance at the Informal Hearing:**

Hearings may be attended by a hearing officer and the following applicable persons:

- A SHA representative(s) and any witnesses for the SHA
- The participant and any witnesses for the participant
- The participant's counsel or other representative
- Any other person approved by the SHA as a reasonable accommodation for a person with a disability

**8. Conduct at Hearings:**

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person

demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

#### **9. Evidence at Hearings:**

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

- **Oral evidence:** the testimony of witnesses
- **Documentary evidence:** a writing which is relevant to the case, for example, a letter written to SHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.
- **Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.
- **Real evidence:** A tangible item relating directly to the case.

*Hearsay Evidence* is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either the SHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

#### **10. Procedures for Rehearing or Further Hearing:**

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented and another hearing will not be granted.

#### **11. Hearing Officer's Decision:**

In rendering a decision, the hearing officer will consider the following matters:

- **SHA Notice to the Family:** The hearing officer will determine if the reasons for the SHA's decision are factually stated in the Notice.
- **Discovery:** The hearing officer will determine if the SHA and the family were given the opportunity to examine any relevant documents in accordance with SHA policy.

- **SHA Evidence to Support the SHA Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the SHA's conclusion.
- **Validity of Grounds for Termination/Denial of Assistance (when applicable):** The hearing officer will determine if the termination of assistance/denial of admission is for one of the grounds specified in the HUD regulations and SHA policies. If the grounds for termination are not specified in the regulations or in compliance with SHA policies, then the decision of the SHA will be overturned.

The hearing officer will issue a written decision to the family and the SHA no later than 14 calendar days after the hearing. The report will contain the following information:

- **Hearing information:**
  - Name of the participant/applicant;
  - Date, time and place of the hearing;
  - Name of the hearing officer;
  - Name of the SHA representative; and
  - Name of family representative (if any).
- **Background:** A brief, impartial statement of the reason for the hearing.
- **Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.
- **Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- **Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the SHA's decision.
- **Order:** The hearing report will include a statement of whether the SHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the SHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct SHA to restore the participant's program status.



**12. Issuance of Decision:**

The hearing officer will mail a “Notice of Hearing Decision” to the participant. This notice will be sent by first-class mail. A copy of the “Notice of Hearing Decision” will be maintained in the SHA’s file.

VI. Changes in your Household Composition

A. Adding a New Household Member:

Before an adult individual moves into your home, follow these steps:

1. Contact the owner of the unit for written approval.
2. Provide a written statement to your Housing Officer at SHA.
3. Person must complete an SHA application and eligibility screening will be processed.
4. Person must submit all income, asset, expense documentation for rent determination.
5. Household will have papers to sign at SHA to update household composition and other paperwork.

To add a minor:

1. Provide SHA a copy of the minor’s Birth Certificate, Social Security and complete a child support form (if applicable).
2. Documentation will be required if guardianship is awarded by the Court.

B. Removing a Household Member:

In order to remove an adult member from the household the SHA will need:

1. Written statement from the head of household stating the individual has moved.

- Two (2) third party verifications of the individual's new address must be submitted before an Interim-Reexamination will be completed removing them/their income.

Examples: 1) Pay Stub, 2) Bank Statement, 3) Lease, 4) Utility Bill, 5) Vehicle Registration, 6) License/Photo ID or 7) Social Security/Department of Health & Human Services Award Letter showing address.

### C. Separating Household- Who Keeps the Voucher:

If the household divides, the assistance goes with one of the parties involved.

If children are in the household, the voucher will remain with the individual who retains custody of the children.

If there are no children involved, the elderly or disabled family member will retain the subsidy.

For households who have no children, elderly or disabled family members, the subsidy will stay with that family member who remains in the original assisted unit.

SHA will abide by any court determination of which family members continue to receive assistance in the program.

### D. Subsidy Standards:

When adding or removing members of the household, please keep in mind that those changes may not prompt a change in your voucher size. Below is a chart showing the Subsidy Standards and what is allowable per voucher size:

Voucher Size	Minimum Number of Person in Household	Maximum Number of persons in Household
0-Bedroom	1	1
1-Bedroom	1	3
2-Bedroom	2	5
3-Bedroom	3	7
4-Bedroom	4	9

As a general policy no more than two persons shall be required to share a bedroom.

SHA will take into consideration mitigating circumstances in cases where applicants or program participants have a verifiable need for a different size unit that this is outlined under the Subsidy Standards.

## VII. Moving/Portability:

A. To move with your voucher, inside or outside SHA jurisdiction, you must:

- a. Give proper written notice to SHA and the Property Owner (minimum of 30 day notice).
- b. SHA will then give the Property Owner a written notice to terminate the HAP contract at your current unit and allow a new contract to begin at another.
- c. You **must be in good standing to move with your voucher:**
  - i. This means you cannot owe any unpaid balances which has occurring during your participation.
  - ii. You cannot be breaking a lease (note- a mutual termination does not count as breaking as lease).

B. To use the portability feature of your voucher:

To move outside of the SHA jurisdiction your voucher would be ported (sent to) the housing authority that covers the area you are moving to.

Your voucher travels with you and can go anywhere in the United States.

The following steps will need to occur:

- i. Give proper notice to SHA and Property Owner (SHA will then verify you are in good standing, etc.).
- ii. Sign for a voucher at the SHA office.
- iii. Provide the receiving (new) housing authority contact information so SHA can send your Portability Packet to them.

ONCE YOUR PACKET HAS BEEN SENT:

- You will work with the Receiving (new) HA to approve the new apartment and you will report all changes to the Receiving HA.
- The Receiving HA may either 'Bill' for your voucher or 'Absorb' your voucher which is what happens to your voucher between the HA's to determine if they:
  - Return the SHA voucher and issue you one of theirs OR

They administer the SHA voucher and SHA pays them back for the amounts paid to the owner in their jurisdiction.