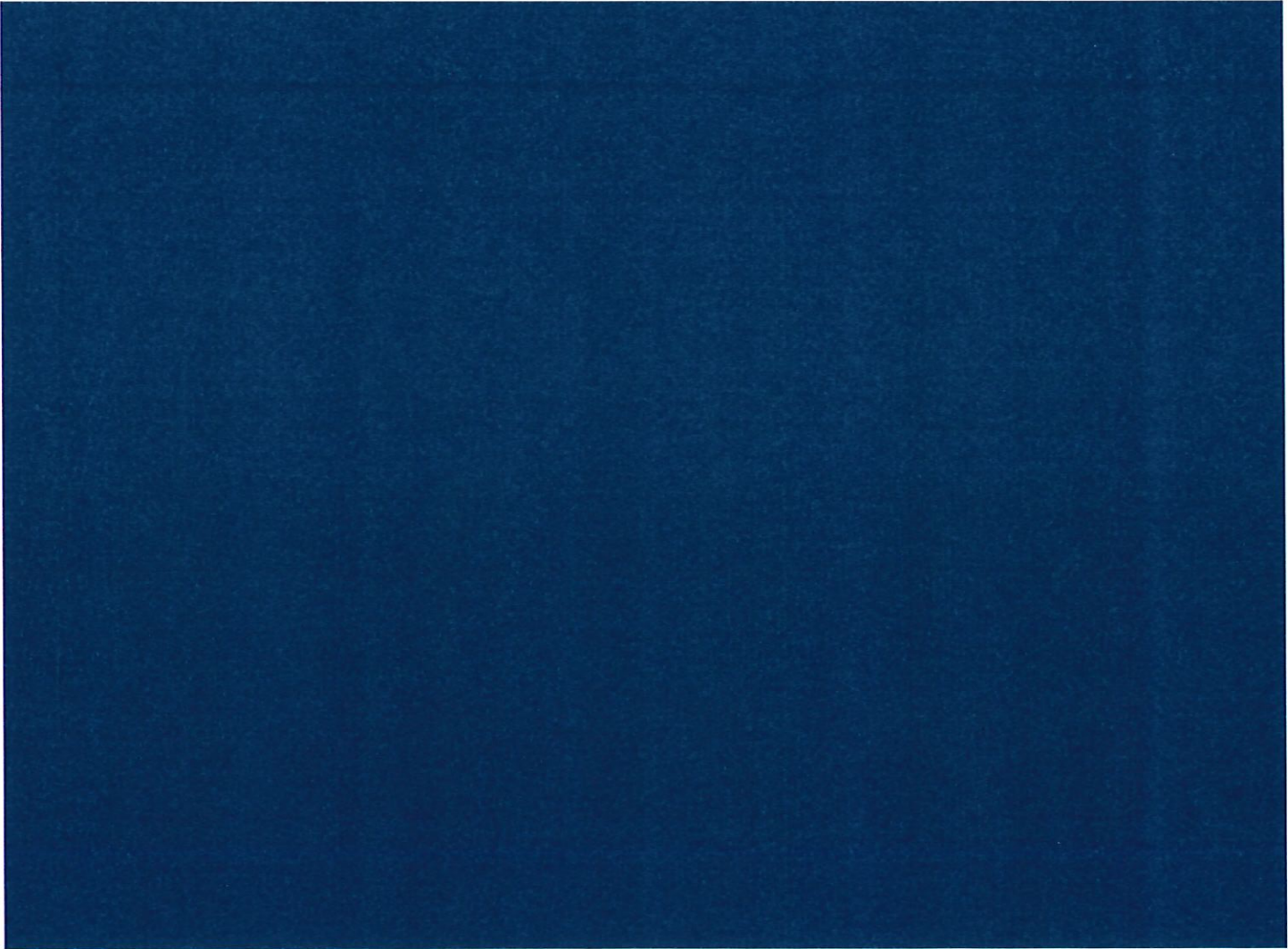




HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN



***HOUSING COMMISSION OF
TALBOT***

***HOUSING CHOICE VOUCHER
ADMINISTRATIVE PLAN***

***Adopted by the Board on
08/29/2025***

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TABLE OF CONTENTS

I.	STATEMENT OF OVERALL APPROACH, POLICIES AND OBJECTIVES
A.	PURPOSE OF THE PLAN
B.	USE OF THE ADMINISTRATIVE PLAN.....
C.	FAIR HOUSING POLICY.....
D.	ADMINISTRATION OF PROGRAM FUNCTIONS
E.	PROJECT BASED VOUCHERS.....
F.	SINGLE ROOM OCCUPANCY.....
G.	REASONABLE ACCOMMODATION.....
H.	AMENDMENTS.....
II.	COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY AND SELECTION OF FAMILIES
A.	FILING OF APPLICATION.....
B.	DETERMINATION OF ELIGIBILITY
C.	INCOME REQUIREMENTS.....
D.	SPECIAL PURPOSE VOUCHERS.....
E.	MAINTAINING THE WAITLIST.....
III.	OCCUPANCY GUIDELINES
A.	OCCUPANCY STANDARDS FOR ASSIGNMENTS
B.	EXCEPTIONS FROM BASIC OCCUPANCY GUIDELINES
C.	UNIT SIZE SELECTION.....
D.	ADDITIONAL FAMILY MEMBERS.....
IV.	INCOME VERIFICATION AND PAYMENT CALCULATIONS
A.	VERIFICATIONS REQUIRED TO DETERMINE ELIGIBILITY.....
B.	ANNUAL INCOME EXCLUDES
C.	CONVERTING INCOME.....
D.	IMPUTED INCOME FROM ASSETS
E.	ASSETS DO NOT INCLUDE.....
F.	ADJUSTED INCOME.....
G.	SPECIAL CALCULATION FOR HOUSEHOLD WHO ARE ELIGIBLE FOR DISABILITY ASSISTANCE AND MEDICAL EXPENSES
H.	METHODS OF VERIFYING NECESSARY INFORMATION.....
I.	INELIGIBLE DETERMINATION AT TIME OF VERIFICATION.....
J.	NOTICE OF DECISION AND INFORMAL REVIEW PROCESS
V.	BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS.....
A.	HOUSING QUALITY STANDARDS (HQS) AND INSPECTIONS
B.	LEASE APPROVAL AND HOUSING ASSISTANCE PAYMENTS CONTRACTS EXECUTION
C.	PAYMENT STANDARD RENT LIMITATIONS.....
D.	SEPARATE AGREEMENTS
VI.	ANNUAL/BIENNIAL/TRIENNIAL ACTIVITIES
A.	REVIEW OF FAMILY, RENT, UTILITIES, & HOUSING QUALITY

B.	INTERIM ADJUSTMENTS OF RENT	
C.	TIMELY REPORTING STANDARDS	
D.	CONTRACT RENT INCREASES BY OWNER.....	
E.	UTILITIES	
F.	MINIMUM RENT.....	
VII.	TERMINATIONS AND SECURITY DEPOSITS	
A.	INFORMAL HEARINGS	
B.	OWNER FRAUD, MISREPRESENTATION, OR BREACH OF CONTRACT	
C.	EXISTING FAMILY MOVES.....	
D.	FAMILY BREAK-UP	
E.	EVICCTIONS	
F.	ABSENCES FROM UNIT	
G.	SECURITY DEPOSITS	
VIII.	REPAYMENT AGREEMENTS.....	
A.	USE OF REPAYMENT AGREEMENTS	
IX.	FINANCIAL MANAGEMENT/REPORTING REQUIREMENTS.....	
A.	THE HOUSING ASSISTANCE PAYMENT (HAP) REGISTER	
B.	MONITORING PROGRAM PERFORMANCE	
C.	HUD REGULATORY AMENDMENTS.....	
D.	PAYMENT STANDARDS	
	GLOSSARY	
	ADDENDA TO THE HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN	

- * PROJECT BASED VOUCHER POLICY
- * HCV INFORMAL REVIEW AND HEARING POLICY
- * RENTAL ASSISTANCE DEMONSTRATION INFORMAL HEARING POLICY
- * VIOLENCE AGAINST WOMEN ACT
- * GRIEVANCE PROCEDURES PROJECT BASED VOUCHER (PBV) & TENANT BASED VOUCHER (TBV) SITES
- * SAMPLE LEASE AGREEMENT
- * REASONABLE ACCOMODATION POLICY

I. STATEMENT OF OVERALL APPROACH, POLICIES AND OBJECTIVES

The Housing Choice Voucher Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Acts when applicable.

The Housing Commission of Talbot (HCT) serves as the Public Housing Agency (PHA) for the Towns of Easton and St. Michaels, Talbot County, MD. HCT applies for and receives allocations of Housing Choice Voucher Annual Contributions Contracts (ACC), which gives authority to operate this program as required by regulation, throughout the Towns by direct administration. The Housing Commission may utilize components of the program, such as Group Home Occupancy subsidy as economic conditions warrant. It is anticipated that project- based vouchers will be utilized as a potential component as needed. HCT will also seek to apply for additional funding and resources to expand and enhance the program and will complete any changes to the program as required by Federal Regulation.

A. PURPOSE OF THE PLAN

The Housing Choice Voucher Programs are designed to achieve four major goals:

1. To assist very low income and low-income families with rent payments.
2. To enable Housing Choice Voucher participants to have a greater choice in housing types and locations.
3. To provide decent, safe, and sanitary housing for eligible participants.
4. To provide incentives to private property owners to rent to low-income families by offering timely assistance payments.

The Administrative Plan (Plan) establishes policies for implementation and administration of the Housing Choice Voucher programs administered by HTC, including tenant based and project based vouchers.

B. USE OF THE ADMINISTRATIVE PLAN

The Housing Commission of Talbot has full responsibility for the satisfactory completion of all contractual obligations with the Department of Housing and Urban Development (HUD) and for complying with all subsequent changes pertaining to these Programs. If such changes conflict with the Plan, HUD regulations will have precedence. The

administrative burden for implementation and compliance with the Federal regulations rests with the HCT. The Plan covers both admission and continued participation policies for the Program. Policies are the same for all programs, unless otherwise noted. The HCT Board of Commissioners and HUD will approve changes to the Plan.

All issues not addressed in this document related to tenants and participants, including owners, are governed by the Housing Choice Voucher Guidebook, 7420.10G, Federal regulations, HUD or PHA notices, memorandums, and guidelines.

Where the word "may" appears throughout the text, HCT has discretion in the implementation of the policy described. Wherever the word "must" appears throughout the text, HCT will implement the policy as stated.

C. FAIR HOUSING POLICY

It is the policy of HCT to comply fully with all Federal, State and local non-discrimination laws and to operate in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, HCT shall not on account of race, color, sex, religion, creed, national ethnic origin, age, family or marital status, handicap or disability, deny any family or individual the opportunity to apply for or receive assistance under HUD's Housing Choice Voucher Programs, within the requirements of the HUD regulations.

To further its commitment to full compliance with the Civil Rights laws, HCT will provide Federal, State and local information to Voucher holders regarding "discrimination" and any recourse available to them should they feel that they have been a victim of discrimination. Such information will be made available during the family briefing session and all applicable Fair Housing information and Discrimination Complaint Forms will be made a part of the Voucher holder packets.

D. ADMINISTRATION OF PROGRAMFUNCTIONS

Outreach to Families:

The following outreach steps will be taken by HCT to maximize compliance with the ACC allocations:

1. HCT will announce the program to the local newspaper, minority media, and other appropriate media channels. In addition, recognizing that there are persons who do not, or cannot read the newspapers; HCT will distribute fact sheets to the broadcasting media.
2. An announcement will be posted at the HCT Administrative Offices.
3. Public meetings will be with community organizations to inform residents of the Program when warranted.

Outreach to Owners:

Orientations for owners will be conducted as needed to make dwelling units available for leasing by eligible families. Owners of units located outside of areas with a high, low-income or minority concentration will be encouraged to participate. On a continuing basis, HCT will welcome the participation of owners of decent, safe and sanitary housing units.

A list of interested landlords and their properties available for the Housing Choice Voucher Program is maintained by HCT. This list is updated on an ongoing basis and is made available to prospective tenants upon request.

E. PROJECT-BASED VOUCHERS

The Housing Commission has elected to voluntarily implement a Project Based Voucher program to encourage new construction or rehabilitation, promote voucher utilizations and support repositioning efforts. The proposed location of PBV units must comply with the goals of deconcentrating poverty, expanding housing opportunities, affirmatively furthering fair housing and expanding housing and economic opportunities.

Details regarding the implementation of project-based vouchers are outlined in an addendum attached to this plan. All components of the project-based voucher program outlined in the Project Based Voucher Addendum (Pages 65-71) remain applicable.

F. REASONABLE ACCOMMODATION

It is the policy of the Housing Commission Talbot to provide reasonable accommodation(s) in housing for participants with disabilities where a reasonable accommodation is needed to provide an equal opportunity to use and enjoy the Housing Commission's programs and premises.

A reasonable accommodation may be, but is not limited to a request for:

- a physical change to the inside or outside of a unit or area,
- a change of unit size for medical/health reasons and/or apparatus or,
- the request for a live-in aide and subsequent change of unit size.
- a waiver or exception to a policy or procedure (where the agency has discretion)
- a request for a voucher extension beyond 120 days, provided that the family is able to justify the need for an extension and provided current income verification.

Which will allow a person with a disability to have an equal opportunity to take advantage of the Housing Commission's housing program(s). Any accommodation considered by The Housing Commission cannot result in an undue financial or administrative burden or create a fundamental change in a program. (See Reasonable Accommodation Policy).

G. AMENDMENTS

This policy may be amended by the Commission by resolution duly adopted by its Board of Commissioners at a regular or special meetings that are open to the public in accordance with (24 CFR §903.21). The written agenda for such meetings shall indicate consideration of

amending the policy. Any such amendment shall be subject to approval by HUD and shall be made only in accordance with applicable HUD regulations.

A “Significant Amendment or Modification” to this plan is a change in a procedure pertaining to the operation of the Commission. This includes the following:

- Changes to rent or admissions policies or organization of the waiting list.
- Additions of non-emergency work items in excess of 10% of the total Capital Fund program budget (items not included in the current Annual Statement or 5 Year Action Plan) or change in use of replacement reserve funds under the Capital Fund.
- Any change with regard to demolition or disposition, designation, homeownership programs or RAD conversions activities.
Any change or revision that is required as a result of a change in Federal, State, or local statutes shall **not** be considered significant amendment or modification.

II. COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY AND SELECTION OF FAMILIES

A. FILING OF APPLICATION

All persons who wish to apply for participation in the Housing Choice Voucher Program must first file a preliminary application and register with HCT by submitting said application to the HCV office when the waiting list is open. The application must be made by the head of household, or his/her designee.

B. Opening and Closing the Waiting List

HCT is responsible for establishing an application and selection process that treats applicants fairly and consistently and provides an effective method for determining eligibility. HCT may choose to open or close waiting lists based on: the number of applications on file, the number of anticipated available vouchers, and the estimated waiting period for housing assistance. For targeted outreach efforts, if it has been determined that there is a specific need for applicants for a specific program, or unit size/type the waiting list may be opened only for applicants to that program or unit size/type. Pre-applications for any special program will only be accepted from those applicants that meet the criteria for the specific targeted population.

HCT will announce the opening of the waiting list prior to the date pre-applications will first be accepted. If the list is only being reopened for a specified time-period or to certain categories of families, this information will be contained in the notice. HCT will advertise through a wide variety of sources such as social media, local newspaper, minority media, and other suitable means. An effort will also be made to notify elected officials, government agencies and other agencies that specifically address the needs of individuals with disabilities.

C. DETERMINATION OF ELIGIBILITY

If an applicant is determined to be eligible, said applicant will be placed on the waiting list. If an applicant is initially determined to be ineligible because of income, criminal background or family composition, said applicant will be notified in writing and advised that he/she may ask for an informal review to discuss the decision.

1. The HCT will deny program assistance for an applicant if any member of the family currently owes rent, any other legally collectable rent, or other amounts to the HCT or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Act. Collectible rent or other amounts shall be defined in accordance with the State's current statute of limitations.
2. If at the time the applicant's name reaches the top of the waiting list, a legally collectible debt is still outstanding; the applicant may be required to pay the debt in full before receiving assistance. Failure to do so may result in the applicant being removed from the waiting list. In either case, the applicant will be given ten (10) days to request an informal review.
3. Applicants for the program may be denied admission for a period of up to five (5) years for drug related or violent criminal activities that threaten the safety or wellbeing of other citizens or communities.

The calculation period runs from the date of the criminal activity. An arrest or charge is not proof of criminal activity and may not be considered as proof. Conviction is not required, although proof of criminal activity to a preponderance of the evidence standard is required to support a denial.

HCT reserves the right to deny housing assistance to a family or single applicant if a family member has engaged in or been evicted from federally assisted housing due to drug-related or violent criminal activity in the past five (5) years prior to eligibility determination.

HCT is not required to list the family on the waitlist or to admit the family off the waitlist. A waiver, however, may be granted for an individual who clearly did not participate in or have knowledge of drug related or criminal activity or if the circumstances leading to eviction no longer exist.

HCT may exercise discretion for drug activity for substances that have been decriminalized in Maryland, when that activity does not involve distribution related criminal activity. In the event of more than one conviction for drug related or violent criminal activities that threatens the safety or wellbeing of other citizens or communities in a period of up to seven (7) years, HCT may not exercise discretion unless the conviction is for a drug activity for substances that have been decriminalized in Maryland.

4. Applicants owing legally collectible debts or outstanding payments to a utility company or another PHA will be notified in writing of the amount owed and will be given thirty (30) days to pay the amount in full. If the amount is not paid in full, the pre-application will be withdrawn from the waiting list. HCT reserves the right to grant an extension to any applicant that provides proof that the debt is being paid in full. To the extent HCT is aware of applicants owing outstanding debts to a utility company, HCT will advise the applicant to make repayment arrangements. The inability to obtain or maintain utility service in applicant's name is grounds for denial or termination of a voucher.

6. Applicants with an outstanding warrant identified on the criminal background investigation will be given thirty (30) days to properly clear the warrant. HCT reserves the right to grant an extension to any applicant that provides proof that the case is being cleared.

The Commission will:

- a. The Commission will not rely on the arrest record in cases where there is potential denial for criminal activity.
- b. Review with the applicant any information that may adversely affect the possibility of housing, provide an opportunity to explain or refute such information and report such findings and/or explanation to the Review Committee for consideration.
- c. Then if denied, inform the applicant in writing as to why housing is being denied and of their right to an informal review and given ten (10) business days to request an informal review.
- d. Refer the applicant to appropriate counseling services.

To be eligible for assistance, an applicant must meet the following criteria:

- Applicant's gross family income must not exceed the income limits established for Housing Choice Vouchers.
- Meet the definition of a family. Family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
 - (1) A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
 - (2) An elderly family.
 - (3) A disabled family.
 - (4) A displaced family.
 - (5) The remaining member of a tenant family; and
 - (6) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- Elderly family - a family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
- Near-elderly family - a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

- Disabled family - a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
- Person with disabilities:
 - (1) Means a person who:
 - (i) Has a disability, as defined in 42 U.S.C. 423;
 - (ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - (A) Is expected to be of long-continued and indefinite duration;
 - (B) Substantially impedes his or her ability to live independently, and
 - (C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - (iii) Has a developmental disability as defined in 42 U.S.C. 6001.
 - (2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent or acquired immunodeficiency syndrome.
 - (3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
 - (4) Means "individual with handicaps", as defined in 24 CFR Sec. 8.3 for purposes of reasonable accommodation and program accessibility for persons with disabilities.
- Displaced family - a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- Live-in aide - a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
 - (1) Is determined to be essential to the care and well-being of the persons.
 - (2) Is not obligated for the support of the persons; and
 - (3) Would not be living in the unit except to provide the necessary supportive services.
 - (4) Meets non-economic screening criteria listed in Section II. B. and IV. I.

All Family members who will be assisted through the Housing Choice Voucher program must be listed and verified as household members at the time of acceptance on the Program. Additions to the household will only be permitted if they meet the criteria listed above, and at the request of the head of household. Additions to the family must be because of birth, marriage, custody, adoption, or reasonable accommodation for health care. These situations must be verified prior to the addition to the family.

If the addition to the family is a minor, then he/she must be placed in the household through birth, adoption, court order or proof of legal custody or through designee

from a parent or other person having custody, with written permission of such parent or other person.

SOCIAL SECURITY NUMBERS

According to (24 CFR 5.216) - All persons applying to the Program, except those who do not contend eligible immigration status, must submit the following information before being considered for admittance:

- Social Security Number of each applicant and each member of the applicant's household; and
- A valid SSN card issued by the SSA; or
- An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual.

An applicant family may receive an offer for housing, even if the family lacks the documentation necessary to verify the SSN of a family member under the age of six (6) years. The family will be allowed a ninety (90) day grace period in which to provide the appropriate documentation. One additional ninety (90) day grace period will be granted if HCT determines that, in its discretion, the applicant's failure to comply was due to circumstances outside the control of the applicant. If the applicant family does not produce the required documentation within the authorized time, HCT will terminate the tenancy in accordance with 24 CFR 5.218.

VERIFICATION OF AGE

All applicants, tenants and household members must provide one of the following documents as verification of age: birth certificate, certified baptismal certificate, military discharge papers, valid passport, Census document showing date of birth, Naturalization certificate, and Social Security Administration benefits printout showing date of birth.

IDENTITY VERIFICATION

All applicants, tenants, and household members 18 years of age or older must provide one of the following forms of government issued photo identification as verification of identity, to allow for a visual face and signature match: state-issued driver's license, state-issued photo identification card, military identification card, U.S. passport, citizenship and legal residency cards.

D. INCOME REQUIREMENTS

Families will be assigned in accordance with the income targeting requirements established based upon waitlist demographics. Targeting requirements will be evaluated annually in January of each year and modifications will be made as an internal communication as an amendment to this policy.

The policy will reflect waitlist demographics as indication of the demand required upon the program. The Housing Commission will continue to adhere to the Federal Requirements as they are updated.

The targeting requirements will also be set with emphasis on ensuring that the program can be well utilized by the recipients and that families of all income ranges can benefit from the program.

The selection preferences and priorities established in this section will be administered in a manner that is consistent with HUD's Fair Housing policy.

E. MAINTAINING THE WAITLIST

A list of interested families will be maintained when immediate assistance is not available. This waiting list will be maintained according to the applicant date and time of the family's application. All Applicants must report via notification to the office any change in address, email, family composition, or income, when changes occur. It is the responsibility of the applicant to make any changes and to maintain verifiable accurate email address information.

HCT reviews the waitlist at least once every twenty-four (24) months in order to determine the interest/need of the applicant. Any waitlist determined to be closed at the time of review may not be updated. The review process identifies those applicants that have not made any updates or inquiries within a twelve (12) month period. Before HCT purges an applicant from the waitlist, the applicant will be notified by mail that they must indicate their ongoing interest in obtaining housing by responding to

HCT. The letter is sent to the last known address on file. If the mail is returned to HCT indicating it is undeliverable then the applicant will be removed from the waitlist.

Should an applicant not respond to the request for updated information or to selection for the program for any reason, prior to the established deadline, the applicant will be deleted from the waiting list. Reasons for non-response, resulting in deletion from the list, include (but are not limited to) responding to the letter indicating the choice to remain on the waiting list. The waitlist will remain open for acceptance of applications until a

determination is made by the Executive Director/Chief Executive Officer to close the waitlist and at such time a notice will be posted in the legal section of the local newspapers.

If an applicant believes he or she was removed from a waiting list without cause, he or she may request an informal review within ten (10) business days of the indicated withdraw date identified in the correspondence from the HCV Office.

It is the policy of the Housing Commission of Talbot to provide a reasonable accommodation(s) in housing for participants with disabilities where reasonable accommodation is needed to provide an equal opportunity to use and enjoy the Housing Commission's programs and premises.

The Housing Commission has entered into a HAP Contract to subsidize units at Doverbrook And Westport Apartments in Easton, MD and Griffin and Willeyville Apartments in St. Michaels MD. These are project-based voucher programs and require separate waitlists, based solely upon date and time of application.

III. OCCUPANCY GUIDELINES

HCT, in accordance with HUD guidelines, has established standards for the assignment of Vouchers (number of bedrooms) appropriate for the applicant family.

The basic standards for determining the appropriate Voucher size for an eligible family are as follows:

- A minimum of one bedroom or living/sleeping room of appropriate size for each two persons in the household.
- Separate bedrooms shall be assigned to persons of the opposite sex, except for:
 - a) husband and wife;
 - b) male/female cohabitants (as defined in the Glossary); and
 - c) children age 5 and under
- Dependents of the same sex, regardless of age, shall be assigned one bedroom for each two persons.
- The unborn child of a pregnant head of household or spouse shall be considered a dependent under the age of 5.
- Children who have reached the age of three (3) years will be given a separate bedroom from that single parent.

A. OCCUPANCY STANDARDS FOR ASSIGNMENTS

<u>VOUCHER SIZE</u>	<u>MINIMUM # PERSONS IN HOUSEHOLD</u>	<u>MAXIMUM # PERSONS IN HOUSEHOLD</u>
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5-6 BR	6	10-12

TYPICAL FAMILY COMBINATION ARE AS FOLLOWS:

ONE BEDROOM VOUCHER

- 1 adult
- 2 adults (husband/wife or spousal relationship no dependents)
- Mother with unborn child

TWO BEDROOM VOUCHER

- An elderly, handicapped or disabled person with a live-in resident assistant
- A head of household (with or without spouse) with either one or two dependents

THREE BEDROOM VOUCHER

- A head of household (with or without spouse) with either two or three dependents

FOUR BEDROOM VOUCHER

- A head of household (with or without spouse) with either five or six dependents

FIVE BEDROOM VOUCHER

- A head of household (with or without spouse) with either seven or eight dependents

SIX BEDROOM VOUCHER

- A head of household (with or without spouse) with either nine or ten dependents

B. EXCEPTIONS FROM BASIC OCCUPANCY GUIDELINES

Exceptions to these standards may be granted by the HCT to allow the assignment of a larger unit size than specified in the standards if warranted by the conditions affecting family members. All exceptions must be requested by the family, verified and documented by the HCT. Exceptions shall be granted at the discretion of HCT.

The preceding categories of occupancy standards are guidelines only. A family may elect to occupy a smaller unit than these guidelines would dictate if they so choose.

C. UNIT SIZE SELECTION

The family may only select a dwelling unit the same size as listed on the Voucher.

Two criteria are considered for the Voucher Program:

- Payment Standards: The Payment Standard for the Voucher size approved for the family or the unit size actually selected by the family, whichever is less, must be applied to the unit.
- Utility Allowance: HCT will use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the voucher size issued to the family, as determined under the PHA subsidy standards.

In cases where a reasonable accommodation has been provided to a family

that includes a person with disabilities, HCT will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

D. ADDITIONAL FAMILY MEMBERS

Any family member 18 years of age or older who is removed from the Housing Choice Voucher Program will not be permitted as a future eligible household member.

Additions to the family must be as a result of birth, marriage, legal custody (or through designee from a parent or other person having custody, with written affidavit of such parent or other person), adoption, or reasonable accommodation for health care. These situations must be verified prior to addition to the family.

IV. INCOME VERIFICATION AND PAYMENT CALCULATIONS

A. VERIFICATIONS REQUIRED TO DETERMINE ELIGIBILITY

- Annual income of all family members 18 years of age or older expected to reside in the unit. Income would include employment, benefits, school grants, support, interest or dividends from savings accounts, stocks, or bonds.
- Assets such as real property, savings accounts, stocks, and bonds.
- Unusual expenses such as child care to enable family members to work or furthering their education. Medical expenses for elderly families in excess of 3% of families' annual gross income.
- *Effective January 1, 2024 medical expenses for elderly family's in excess of 10% of families' annual gross income.
- Full-time student status of adult family members.
-
- Family composition such as relationship of adult family members, children with last names different from parents, custody, if applicable, foster care papers, and other similar situations of unusual family composition.
- Medical information could be required to justify a larger bedroom size voucher than the family is otherwise eligible.
- Regular contributions & gifts from person(s) outside the household will be counted as income. Casual or sporadic gifts are excluded.
- Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets - not in annual income.)
- The annual income of the spouse of the head of the household, if that person is temporarily absent, such as away at college or in the armed forces, even if that

person is not on the lease.

- Benefits and other non-earned income paid directly to or on behalf of minors and full-time students.

The annual income for a family member including a permanently absent member will be counted until written verification that the family member has vacated the unit is received.

- The gross amount (before deductions for Medicare, etc.) of periodic social security payments. Includes payments received by adults on behalf of minors or by minors for their own support).
- Annuities, insurance policies, retirement funds, pension, disability or death benefits and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation and severance pay. Any payments that will begin during the next 12 months must be included.
- Net payments of adjusted benefits.

B. ANNUAL INCOME EXCLUDES

- Earned income of children (including foster children) younger than 18.
- Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer or seasonal worker is NOT excluded from the income even if the source, date or amount of income varies.
- Non-monetary in kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

Food Stamps; meals on wheels or other programs that provide food for the needy; groceries provided by persons not living in the household.

- Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
- 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 arising out of law, that resulted in a member of the family becoming disabled.
- Grants or other amounts received specifically for medical expenses.

- Adoption Assistance Payments for a child in excess of the amount of the deduction for a dependent.
- Income associated with persons that live in the unit but are not regular household members includes:
 - payments received for care of foster children or foster adults
 - income of live-in attendants
- Homecare payments
- Resident Service Stipends
- The principal portion of the payments received on mortgages or deeds of trust.
- Earned Income of Full Time Students 18 years or older (except the Head of Household and spouse). The exemption only applies to earning in excess of \$480.00.
- Student financial assistance for tuition, books, supplies, (including supplies and equipment to support students with learning disabilities), room and board, and other fees required and charged to a student by an institution of higher education and, for a student who is not head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
- Veteran's benefits related to aid and attendance.
- State or Local employment training programs and training of resident management staff.
- Hazardous duty pay to a family member in the military.
- Lump-sum additions to family assets - such as inheritances; for personal or property losses, including but not limited to, payments through health insurance, motor vehicle insurance and worker's compensation.
- Exclusion of Deferred Periodic Payments of SSI and Social Security received in lump sum.
- Casual, sporadic or irregular gifts (including verified census taker earnings).
- Payments, rebates, or credits received under Federal, Low-Income Home Energy Assistance Programs or other government agencies. Income excluded by Federal Statute.
- 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.

- Income excluded by Federal Statute.
- Any imputed return on an asset when the net family assets total \$50,000 or less and no actual income from the net family assets can be determined.
- Irrevocable trust or a revocable trust outside the control of the family or household. Distributions of the principal or corpus and distributions of the income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
- Fully excluded Income such as Food Stamp benefits and income from a live-in aide:
Per PIH Notice 2013-04 (HA) – Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, the PHA 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 982.516(a)(2); and
- (3) Report the income in Section 7 of the form HUD-50058

HCT may accept an applicant or participant's self-certification as verification of fully excluded income. HCT's application and reexamination documentation, which is signed by all adult family members, may serve as the self-certification of the fully excluded income. HCT reserves the right to elevate the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.

C. CONVERTING INCOME

To annualize full employment, multiply:

- hourly wages by 2080 hours
- weekly wages by 52
- bi-weekly amounts by 26
- semi-monthly amounts by 24
- monthly amounts by 12

D. IMPUTED INCOME FROM ASSETS

If net family assets exceed \$5,000, annual income must include the greater of:

- The actual income from assets; or
- An imputed income from assets:

Imputed income is calculated by multiplying the total net family assets by the specified interest rate. The current rate established by HUD is 0.06% and will be changed

as per regulatory changes. *Effective January 1, 2024 net assets increased from \$5,000 to \$50,000 but cannot exceed \$100,000.

Family assets include:

- Amounts in savings and checking accounts.
- Equity in real property or other capital investments 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, penalties), that would be incurred in selling the asset.
- The cash value of trusts that are available to the household.
- IRA (an individual retirement account), Keogh and similar retirement savings accounts.
- Stocks, Bonds, Treasury Bills, Certificate of Deposits, Money Market Funds.
- Contributions to company retirement/pension funds:

While an individual is employed, count only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count as an asset any amount the employee elects to receive as a lump sum.

- Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims
- .
- Personal property held as an investment.
- Cash value of life insurance policies.
- Assets disposed of for less than fair market value during the two years preceding application or re-examination.
- Business assets disposed of for less than fair market value. (Business assets are excluded from net family assets only while they are part of an active business.)

E. ASSETS DO NOT INCLUDE

- Clothing, furniture, cars
- Interest in Indian trust lands
- Equity in a cooperative unit in which the family lives
-

- Assets that are not accessible to the applicant and provide no income to the applicant. In such cases the asset must be disclosed to the Housing Commission staff and a written affidavit from the client stating the type of asset and that they do not have access to, nor do they receive any income from the asset. Should the situation change and the client is granted access, it is incumbent upon the assisted family to disclose the change and report the asset within 10 calendar days of the occurrence.
- The amount of equity in a mobile home for those families participating under the Mobile Home Pad Assistance.
- Retirement accounts
- Educational savings accounts

F. ADJUSTED INCOME

Gross annual income minus allowances for dependents, elderly household deduction, childcare, medical and handicap expenses equals adjusted income.

1. Dependent Allowance

\$480 for each household member who is under 18 years of age, or is handicapped, disabled or a full-time student. HUD annually in accordance with the Consumer Price Index will adjust this amount for Urban Wage Earners and Clerical Workers rounded to the next lowest multiple of \$25.

The head, spouse, foster child or live-in attendant are never counted as dependents.

Cannot count unborn children or children to be adopted until the child is physically in the household.

A full-time student is one carrying a full-time subject load (as defined by the institution) at an institution in a degree or certificate program.

2. Elderly Household Deduction

\$400 per family for all families in which the head or spouse is at least 62 years of age or handicapped or disabled. The \$400 is a household deduction (only one per family, even if both head and spouse are elderly).

*Effective January 1, 2024 the household deduction (only one per family, even if both head and spouse are elderly) increased to \$525.00. HUD annually in accordance with the Consumer Price Index will adjust this amount for Urban Wage Earners and Clerical Workers rounded to the next lowest multiple of \$25.

3. Child Care

Reasonable childcare expenses for the care of children, including foster children, age 12 and younger may be deducted from annual income if all of the following are true:

- The care is necessary to enable a family member to work or further his/her education (academic or vocational);
- The expense is not reimbursed by an agency or individual outside the household; and
- The expenses incurred do not exceed the amount earned.

4. Allowance for Handicapped/Disabled Family Members

Families may deduct anticipated expenses for care attendants, long-term care premiums and "auxiliary apparatus" for handicapped or disabled family members if such expenses:

- Enable a family member (including the handicapped family member) to work;
- Exceed three percent of Annual Income.
* Effective January 1, 2024 medical expenses for elderly family's in excess of ten percent of families' annual gross income; and
- Do not exceed the earned income of the household member(s).
- Financial hardship exemptions for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses may be requested. To receive hardship relief the family must have received a deduction from their annual income, which exceeded three percent as of January 1, 2024. The hardship will allow for up to a twenty- four month transition period. The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable.
- The family will receive a deduction totaling the sum of the expenses that exceed 5 percent of annual income.
- Twelve months after the relief the family must receive a deduction totaling the sum of expenses, that exceed 7.5 percent of annual income.
- Twenty-four months after the relief is provided, the family must receive a deduction totaling the sum of expenses that exceed 10 percent of the annual income.

"Auxiliary apparatus" are items such as wheelchairs, ramps, adaptations to vehicles, special equipment to enable a blind person to read or type, etc. if directly

related to permitting the physically challenged person or other family member to work.

5. Medical Expenses

The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age or disabled. If the household is eligible for a medical expense deduction, the medical expenses of all family members are counted.

They may include:

- Services of health care facilities.
 - Medical insurance premiums.
 - Long-term care premiums
 - Prescription/non-prescription medicines.
 - Transportation to treatment.
 - Dental expenses, eyeglasses, hearing aids, batteries.
 - Live-in or periodic medical assistance.
 - Monthly payment on accumulated medical bills.
 - Unreimbursed health and medical care expenses of any elderly family or disabled family
 - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each family member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed.
 - Allowable Medical Expense is that portion of total medical expenses that is in excess of three percent of annual income.
 -
- *Effective January 1, 2024 medical expenses for elderly family's in excess of ten percent of families' annual gross income.

6. Earned Income Disregard

The earned income disallowance encourages participant self-sufficiency by rewarding certain residents who go to work or have increased earnings. During the first twelve (12) calendar month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual

income of a qualified family an increase in income of the family member as a result of employment over prior income of that family member. After the first calendar twelve (12) month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to beginning of such employment. The disallowance is limited to a lifetime twenty-four (24) month period for a qualifying family member; at the end of the twenty-four (24) months, the disallowance ends regardless of how many months were used.

A qualified family is defined as a family residing in housing assisted under the Housing Choice Voucher Program:

- a. Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was unemployed for one or more years previous to employment;
- b. Whose annual income increases because of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- c. Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-To-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-provided that the total amount over a six-month period is at least \$500.

Disallowance of increase in annual income

Initial twelve-month exclusion - During the cumulative twelve (12) month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HCT will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

Second twelve month exclusion and phase-in - During the second cumulative twelve month period after the date a member who is a person with disabilities of

a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HCT will exclude from annual income of a qualified family fifty (50%) percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

Maximum twenty-four disallowance - The disallowance of increased income of an individual family member who is a person with disabilities as provided above is limited to a lifetime twenty-four (24) month period. This section only allows for a maximum of twelve (12) months for the initial exclusion and a maximum of twelve months for the second twelve-month exclusion.

The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

*Effective January 1, 2024 Earned Income Disallowance was discontinued. If a family was receiving a disallowance as of January 1, 2024 they will be allowed the benefit of the earned income disallowance until their its original expiration.

G. SPECIAL CALCULATION FOR HOUSEHOLD WHO ARE ELIGIBLE FOR DISABILITY ASSISTANCE AND MEDICAL EXPENSES

If a family has both medical expenses and disability assistance expenses, a special calculation is required.

Three percent of annual income must first be deducted from the handicap assistance expenses. Any remainder is then deducted from total medical expenses.

*Effective January 1, 2024 medical expenses for elderly family's in excess of ten percent of families' annual gross income.

H. METHODS OF VERIFYING NECESSARY INFORMATION

1. Third Party (Independent) Verification: This should be used whenever possible as it provides the most reliable results. If other methods are used, the file should contain documentation to explain the reason. This documentation should be used to verify information obtained via the Enterprise Income Verification System (EIV).

Third party verification refers to written or oral verification from employers, public agencies, physicians, etc. If oral, the file must be documented with the date and name of HCT staff member receiving the information.

Internal Revenue Service Data: This source can be used for income purposes and is especially useful when self-employment is involved. The information must be

from the most recent year filed.

2. Review of Documents: When documents are reviewed, they must be photocopied unless prohibited by law. When photocopies cannot be made, information must be recorded, dated, and signed.

Notarized Statement or Signed Affidavits may be accepted from applicants or participants when all other sources have been exhausted. They should not be accepted in lieu of other possible methods.

Verifications for income or expenses must be updated if older than 60 days, for the purpose of certification with the exception of fixed sources of income, referenced in Section VI.

Note: In the case of Child Support and other State provided documents, the amount eligible shall be utilized, not the amount received or historical receipts. If irrefutable evidence exists to prove that the awarded amount is not being dispersed, or no benefits at all, to the family, the average period benefits will be used.

3. Enterprise Income Verification (EIV) Data: This information is provided for all clients and must be reviewed and evaluated. The information provided must be verified by methods identified in parts 1 and 2 of the section. Social Security data provided by EIV does not require further verification.

I. INELIGIBLE DETERMINATION AT TIME OF VERIFICATION

Families may be determined ineligible if their income exceeds the very low income standards prescribed by HUD. Families requesting to transfer their housing assistance from another jurisdiction must meet the HUD established income limits for the Commission's area.

Families may be determined ineligible when their income is such that the Total Tenant Payment is equal to or exceeds the highest rent standard for the unit size for which the family would be eligible.

Families may be determined ineligible if it is discovered that a household member submitted fraudulent information, participated in bribery or any other corrupt or criminal act. Families may be determined ineligible if it is discovered that the use of alcohol/drugs would likely result in conduct that would adversely affect the property environment.

Applicants for the program may be denied admission for a period of up to five (5) years for drug related or violent criminal activities that threaten the safety or wellbeing of other citizens or communities. The calculation period runs from the date of the criminal activity. An arrest or charge is not proof of criminal activity and may not be considered as proof. Conviction is not required, although proof of criminal activity to a preponderance of the evidence standard is required to support a denial. The Housing Commission must prohibit admission to the program of an applicant for five (5) years from the date of eviction if a

household member has been evicted from federally assisted housing for drug related or violent criminal activity. HCT may exercise discretion and allow admission if the circumstances leading to the eviction no longer exists (i.e. removal of the household member from the application who was engaged in the activity leading to the eviction), or the evicted household member has successfully completed an approved supervised drug rehabilitation program. HCT may exercise discretion for drug activity other than distribution for substances that have been de-criminalized in Maryland, when that activity does not involve distribution related criminal activity. In the event of more than one convictions for drug related or violent criminal activities that threatens the safety or wellbeing of other citizens or communities in a period of up to seven (7) years, HCAAC may not exercise discretion unless the conviction is for a drug activity for substances that have been de-criminalized in Maryland.

The Housing Commission may prohibit admission for a period of five (5) years if: (1) the Commission determines that any household member is currently engaging in illegal use of a drug, and/or (2) the Commission determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, and/or (3) the Commission determines that any household member has engaged in violent criminal activity for a period of five (5) years and/or;

The Housing Commission will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The Housing Commission will prohibit any household member who has ever been convicted of criminal activity involving violence or drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. The Commission will not rely on the arrest record in cases where there is potential denial for criminal activity.

J. NOTICE OF DECISION AND INFORMAL REVIEW PROCESS

The PHA is required to provide Informal Reviews on Applicants in accordance with federal regulations. The Informal Review and Hearing Policy is incorporated in this Administrative Plan under separate addendum on Page 72.

V. BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

Every effort is made to thoroughly brief potential tenants on all Housing Choice Voucher Programs. This effort includes both individual and group briefings. At the individual briefings, the tenant can ask questions specific to his/her own circumstances. At the group briefing, the following tools may be used:

- An audio-visual presentation;
- An oral presentation;

- A question and answer period; and
- Distribution of related materials.

At the briefings, pertinent information is discussed on all programs. Especially stressed are all tenant responsibilities.

In an effort to aid families in housing selections, the Housing Commission maintains a listing of available units. These properties are not pre-screened, and this is so stated to the families. When possible, additional assistance is provided by the Housing Choice Voucher Coordinator for families having difficulty finding housing.

Prior to issuance of a Voucher all income verification must be current within (60) days.

Once issued, a family is given 60 days to locate suitable housing in the locale of its choice. The Department Supervisor(s) can give two additional 30-day extensions upon the family's request, provided that the family is able to justify the need for an extension.

If the Voucher expires at the end of the initial 60-day term without an extension or if it expires after any additional term requested and approved, the family may reapply for the program if they so desire, if the waiting list is open, and be placed back on the waiting list according to the date of their reapplication. HCT may not determine the family to be ineligible for the program on the grounds that it was not able to utilize a previously issued Voucher. Any expired Vouchers should be reissued to the next eligible applicants on the waiting list as soon as possible.

It is the policy of the Housing Commission of Talbot to provide reasonable accommodation(s) in housing for participants with disabilities where reasonable accommodation is needed to provide an equal opportunity to use and enjoy the Housing Commission's programs and premises.

A. HOUSING QUALITY STANDARDS (HQS) AND INSPECTIONS

Effective on the implementation date approved by HCT, all units passing the initial annual inspection during the immediate twelve months prior will be eligible for a biennial inspection 24 months thereafter. All other units not passing the initial annual inspection will be deemed ineligible for the biennial process until such unit receives a passing grade on an initial annual inspection; and will remain on an annual inspection cycle until such time.

All assisted families will be given the option to request an inspection if their unit is on a biennial cycle and is not scheduled for inspection during a particular year. A Request of Inspection form will be included in their Annual Recertification documents or may be requested from the Housing Opportunities office. If the unit has had a Special Inspection requested by the tenant or landlord within the last 12 months, they will also be required to pass their initial annual before being incorporated into the biennial process.

If there is a change in tenancy with a new lease and HAP contract, the unit must pass their 1st annual inspection in order to be included in the biennial process.

At any time HCT reserves the right to revoke a unit's biennial status and revert to the

Annual Inspection process.

Any units selected for the biennial inspection process will revert to an annual inspection basis if they fail an initial annual inspection.

In accordance with PIH Notice 2020-31, Housing Quality Standards (HQS) inspections can be conducted using Remote Video Inspections (RVIs). The RVI procedures in the notice will enable the PHA to comprehensively inspect units in a manner that meets the basic statutory and regulatory standards.

In RVIs, an HQS inspector performs an HQS inspection from a remote location using video streaming technology via a person at the inspection site who serves as a proxy. The proxy follows the direction of the HQS inspector throughout the entire inspection Process.

Based upon HUD recommendation the tenant, or the landlord or property manager should attend the RVI inspection. Additionally, the RVI tenant notifications will explain RVI, the rationale for RVI implementation, and provide a contact number and email address for tenants to raise questions or concerns.

Regardless of the use of technology to facilitate the presentation of information, the PHA remains responsible for the conduct of the inspection, and any judgments made about whether a condition is a violation of the HQS must be made by the PHA. There may be some circumstances where the application of technology provides insufficient information or evidence to the PHA to allow it to make an appropriate determination.

In accordance with Housing Opportunity Through Modernization Act (HOTMA) of 2016: Implementation of Various Section 8 Voucher Provisions” (82 FR 5458) HCAAC will use the non-life-threatening (NLT) provision which allows a PHA to approve the assisted tenancy and begin paying HAP on a unit that fails to meet the HQS, provided the deficiencies are not life-threatening (LT). This provision will be applied to all HCT initial inspections for both project-based and tenant-based programs.

A NLT condition is defined as any condition that would fail to meet the housing quality standards under 24 CFR 982.401 and is not a *life-threatening (LT)* condition as defined by HUD. HUD’s definition of LT conditions includes specific conditions under 10 categories, as described below and will be applied to all HT HQS inspections (e.g. annual, interim, special):

- (1) Gas (natural or liquid petroleum) leak or fumes.
 - A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking.
 - A strong gas odor detected with potential for explosion or fire, or that results in health risk if inhaled.
- (2) Electrical hazards that could result in shock or fire.
 - A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed.
 - A light fixture is hanging by its wires.
 - A light fixture has a missing or broken bulb, and the open socket is

readily accessible to the tenant during the day to day use of the unit.

- A receptacle (outlet) or switch is missing or broken, electrical wires
- A receptacle (outlet) or switch has a missing or damaged cover plate and electrical connections or wires are exposed.
- An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses.
- A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections.
- Any nicks, abrasions, or fraying of the insulation that expose conducting wire.
- Exposed bare wires or electrical connections.
- Any condition that results in openings in electrical panels or electrical control device enclosures.
- Water leaking or ponding near any electrical device.
- Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition.

(3) Inoperable or missing smoke detector

- The smoke detector is missing.
- The smoke detector does not function as it should.

(4) Interior air quality (inoperable or missing carbon monoxide detector, where required)

- The carbon monoxide detector (where required) is missing.
- The carbon monoxide detector does not function as it should.

(5) Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting

- The chimney or venting system on a fuel fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gasses.
- A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside.
- A fuel fired space heater is not properly vented or lacks available combustion air.
- A non-vented space heater is present.
- Safety devices on a fuel fired space heater are missing or damaged.
- The chimney or venting system on a fuel fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged which may cause improper or dangerous venting of gasses.

(6) Lack of alternative means of exit in case of fire or blocked egress

- Any of the components that affect the function of the fire escape are missing or damaged.
- Stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency.
- The building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency.

(7) Other interior hazards (missing or damaged fire extinguisher, where required)

- A fire extinguisher (where required) that is missing, damaged, discharged, overcharged, or expired. (This applies only if the PHA has

adopted an acceptability criteria variation to the HQS to require fire extinguishers.)

(8) Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child under 6 years of age

- Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child under 6 years of age.

The presence of such hazards during the initial HQS inspection means a PHA may not approve the tenancy, execute the HAP contract and make assistance payments until lead hazard reduction is complete. However, in the case where the deficiency is identified for a unit under HAP contract during a regular or interim HQS inspection, lead hazard reduction need not be completed within 24 hours. Instead, PHAs and owners must follow the requirements in 24 CFR part 35.

(9) Any other condition subsequently identified by HUD as life-threatening in a notice published in the Federal Register.

(10) Any other condition identified by the administering PHA as life-threatening in the PHA's administrative plan prior to April 18, 2017.

HCT will document the presence of any LT conditions, NLT conditions and other deficiencies on the HUD Inspection Booklet 52580 in conjunction with the use of HUD acceptability criteria in the program regulations for all inspections of dwelling units and adheres to the following additions identified in the Administrative Plan prior to April 17, 2017:

- All units must have at least one smoke detector for each living level in the unit and each sleeping area within each occupancy classified residential, as defined in the most recent edition of the National Fire Protection Association Life Safety code adopted by the State Fire Prevention Commission, shall be equipped with at least one approved smoke detector.
- At the discretion of HCT, subject to HUD approval, landlords will be required to scrape and repaint all surfaces cited for peeling paint with two coats of non-lead paint or otherwise suitable cover where there is a child under seven years of age residing or expected to reside in the unit.

In addition to ongoing inspections, periodic, random review of completed inspections will be performed by supervisory personnel at a minimum of 5% sampling of inspections to ensure quality control.

If an inspection reveals that the unit is not in decent, safe and sanitary condition as required by the HQS criteria, HCT will immediately notify the owner *and tenant* of any NLT deficiencies and require the conditions be corrected within 30 days.

If the owner does not take the required action to correct the NLT deficiencies deemed as his/her responsibility within 30 days, HCT will abate the housing assistance payments until such time as the owner corrects the deficiencies. The housing assistance payments will be resumed once the deficiencies are fully corrected by the owner, but HCT will not make payments for the period the unit was not in compliance. Tenants who do not correct

the deficiencies in a timely manner will have their assistance terminated.

At agency discretion, on a case-by-case basis, physical re-inspections for minor NLT deficiencies may not be required. However, statements, invoices, photographs and documents must be submitted within the allowable time period in lieu of the physical inspection. If the violation(s) are not corrected after a second inspection, within the prescribed time period, the Housing Assistance payments contract will be terminated.

If there are serious LT deficiencies that present an immediate danger to the health and safety of the family, HCT will require a correction of those deficiencies within 24 hours. (The owner however, is not responsible for HQS violations caused by the family. Such violations include damage to the unit by the family or guest beyond normal wear and tear and verification of the absence of tenant paid utilities.)

If the owner does not take the required action to correct the LT deficiencies deemed as his/her responsibility within 24 hours, HCT will abate the housing assistance payments until such time as the owner corrects the deficiencies. The housing assistance payments will be resumed once the deficiencies are fully corrected by the owner but, HCT will not make payments for the period the unit was not in compliance. Tenants who do not correct the deficiencies in a timely manner will have their assistance terminated.

If the violation(s) are not corrected after a second inspection, within the prescribed time period, the Housing Assistance payments contract will be terminated.

Owners who have repeated fail grades on consecutive initial inspections will receive a warning letter notifying them that they are not compliant with program regulations. If units continue to fail thereafter, an owner may be terminated from the program and no additional contracts will be allowed until the owner can prove they have the ability to comply with program obligations.

B. LEASE APPROVAL AND HOUSING ASSISTANCE PAYMENTS CONTRACTS EXECUTION

In the execution of the Lease Agreement and Addendum to the Lease, both parties (tenant and owner) will be made aware of required and prohibited lease provisions. Both parties will receive a copy of pertinent contract documents. Upon receipt of a Request for Tenancy Approval, signed by tenant and owner, HCT will insure that the contract rent:

- Is within the applicable Payment Standard and,
- Is reasonable in relation to rents currently being charged for comparable units in the private, unassisted market, also

HCT will also ensure:

That the owner of the unit is not subject to certain federal actions such as

debarment, suspension or denial of participation under 24 CFR 982.306.

That the owner has not engaged in drug trafficking.

That the owner does not have a history or practice of violating Housing Choice Voucher HQS or applicable Housing Standards.

Upon approval of the Request for Tenancy Approval the voucher becomes suspended, i.e., the expiration date of the voucher is stopped pending the outcome of the unit inspection.

That the owner is not an employee of the Housing Commission in any capacity. This would constitute a conflict of interest and is strictly prohibited.

Also, the Housing Commission reserves the right to deny a Request for Tenancy Approval or lease renewal on any unit that has had a history of repeated HQS failures, and/or has had a HAP Contract terminate due to abatement.

Release of Information

HCT is required upon request to provide the following information to owner regarding tenants who wish to lease their dwelling unit in accordance with Section 982.307(b).

- The Family's current address as shown in our records.
- The name and address of the Landlord at the Family's current and prior address (if known).

HCT is also required to give the family a statement on HCT's policy on providing information to owners. This statement will be included in the family's information packet as required by 24 CFR 982.307 (b) (3).

C. PAYMENT STANDARD RENT LIMITATIONS

The Gross Rent for a Voucher Program unit shall not exceed the standards of rent reasonableness according to local market conditions that are applicable for such unit on the date of Lease approval. Federal Statute may impose other limitations that shall become effective to maintain compliance.

D. SEPARATE AGREEMENTS

Owners and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those which are provided under the lease if the agreement is in writing and approved by HCT.

In order for there to be a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

HCT is not liable for unpaid charges for items covered by separate agreements and

nonpayment of these agreements cannot be cause for eviction.

VI. ANNUAL/BIENNIAL/TRIENNIAL ACTIVITIES

A. REVIEW OF FAMILY CIRCUMSTANCES, RENT, UTILITIES, AND HOUSING QUALITY

All families (including all adult members) will be scheduled for recertification interviews to provide information on income, assets, allowances, deductions and family composition at least annually (except those families with fixed sources of income) and in accordance with Section 982.516 of the Federal Regulations. (See Verification Procedures)

All families (includes all adult members) with fixed sources of income will be scheduled for recertification interviews to provide information on income, assets, allowances, deductions and family composition at least once every three (3) years (triennially) and in accordance with 24 CFR 982.516) of the Federal Regulations.

“Family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- (1) Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- (2) Federal, state, local, or private pension plans;
- (3) Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- (4) Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.

In accordance with 24 CFR 982.516, HCAAC may by means of a streamline income determination allow families, who self-certify as having fixed sources of income, to complete recertification once every three (3) years. Eligible families are families who have an income, as of their most recent review, of which 90 percent or more consists of fixed-income.

HCT must use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and must obtain third-party verification of other income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, HCT must obtain third-party verification of all fixed-income amounts every three (3) years. Other income for each family member must be determined at least annually.

During the annual reexamination process, HCT will accept a family’s declaration that it has total net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then HCT will not request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family’s declaration of total assets must show each asset and the amount of income expected from that asset. The

total amount of income expected from all assets must be less than or equal to \$5,000.
*Effective January 1, 2024 net assets have increased from \$5,000 to \$50,000 but cannot exceed \$100,000.

Whenever a family member is added, HCT will obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, HCT will obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold. If the addition of that family member's assets does not put the family above the \$5,000 asset threshold, then HCT will not obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every three (3) years.

*Effective January 1, 2024 net assets will increase from \$5,000 to \$50,000 but cannot exceed \$100,000.

The reexamination of family circumstances is coordinated with the contract anniversary date and an inspection (as identified in Section V, Part A) of the premises for continued compliance with Housing Quality Standards (HQS). Reexaminations are started 90 days prior to the anniversary date to assure sufficient time to conclude this process.

Participants will be allowed two attempts to complete their recertification. Recertification packets are mailed to each participant family via USPS. Should the participant fail to respond to the first notice, a second and final notice will be mailed and the tenant will be notified that failure to comply may result in termination of assistance for failure to comply with the obligations of their voucher. A thirty (30) day notice of termination of assistance will be sent by Certified Mail if they fail to comply with the second attempt.

B. INTERIM ADJUSTMENTS OF RENT

An interim adjustment will be conducted when a tenant's rent will decrease due to the adjustment. An interim will also be conducted in cases where the household income increases from a reported amount equaling zero. Families must report and may request an interim change when a change of earned income or family composition has occurred that would result in an increase to the tenant rent portion. Please note that changes reported after the 15th day of any month will be processed by the 1st day of the second month thereafter, retroactive to the 1st of the preceding month. Such changes in Family circumstances would include:

- Receipt or discontinuance of Public Assistance.
- Changes in family composition.
- Employment or loss of employment.
- Receipt of a deferred payment in a lump sum that represents the delayed start of a periodic payment such as Unemployment Compensation and other compensation.

- Changes with the family that will require deductions and allowances to be recalculated.

*Effective January 1, 2024, the Commission will conduct Interim Recertification's when the income increase/decrease is over 10%.

C. TIMELY REPORTING STANDARDS AND VERIFICATION OF INFORMATION

Participants must report changes within ten (10) business days of the occurrence in order for the report to be "in a timely manner" and the report must be made in writing. Where feasible, third-party written verification or direct document review shall be the preferred method of verifying Participant information, including Income, value of Assets, Medical Expenses, Child Care Expenses, Family composition, age, Disability, Handicap, Student Status, and displacement status. Third-party oral verification may be used if the client file is documented according to identification of all parties, the date, and the content of the information. All information must be verified as a condition of continued assistance and the Head of Household, and all other adult members of the assisted family must sign HUD-approved release forms and consent authorizing private and public agencies to furnish and release required information to the Commission. Notarized statements or signed affidavits may be accepted when all other sources have been exhausted. They should not be accepted in lieu of other possible methods.

Decrease in tenant rent will be effective the first of the month following the reported decrease. Increases in tenant rent will be effective 60 days from the date of the change in family circumstances.

If the Housing Commission of Talbot determines that the tenant has misrepresented the facts, which would result in an increase in tenant rent, at the time of recertification it shall be computed retroactively to the anniversary date. Depending on the circumstances, the tenant may, at the discretion of the Commission, be allowed to enter into a repayment agreement to repay the program for any over assistance.

The Housing Commission may or may not require clients to obtain a court order awarding legal custody of a child or children residing in one of its program units. In cases where one or more individuals (who have not obtained the age of 18 years) is domiciled with a HCT leaseholder who is not a parent or legal custodian, the resident will be required to provide the Housing Commission with the written permission of the child's parent or other person having legal custody of the child. The written permission must state when the permission becomes effective and any end date if one is anticipated; and must be notarized by a licensed Notary to assure the signature is valid.

D. CONTRACT RENT INCREASES BY OWNER

Rent increases are determined in accordance with annual adjustment factors and other provisions of the Regulations as following:

The amount of the monthly rent payable by the Family to the Owner is determined by the provisions of the Lease between the Owner and the Family. The amount of the monthly rent under the Lease may not be increased during the first year of the term of such Lease. The Lease may provide for an increase in such monthly rent after the first year of the term if the Owner gives at least sixty days' written notice to the Family and the family agrees to the increase in rent. The family portion of the rent must remain affordable and feasible.

Owners may not request rent increases prior to the expiration of the first term of lease. As of the first anniversary date of the lease, rent increases may be effective with a 60 days' notice to the family and a copy to HCT.

Landlords must submit a written request for rent increase to HCT, which may or may not be granted.

E. UTILITIES

Utilities include water, electricity, gas, heating, refrigeration, and cooking fuels, trash collection and sewage services.

Allowances for tenant furnished utilities are reviewed in connection with annual reexaminations. When revisions are made, they are implemented at the time of annual rent adjustments and TTP determinations. Should the utility allowance be deducted from the family's TTP and subsequently create a Utility Assistance Payment (UAP). The Housing Commission will send any UAP amount directly to the family.

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

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

F. MINIMUM RENT

In accordance with Section 402(a)(1) and (2) of the Continuing Resolution, assisted families may pay a minimum rent as set by the Housing Commission by internal procedure. The minimum rent may not exceed \$50.00 per month. The minimum rent is currently \$50, however it may be changed by procedure to accommodate market conditions.

The Housing Commission will send all correspondence to participants by mail via USPS unless otherwise requested via email or fax.

VII. TERMINATIONS AND SECURITY DEPOSITS

HCT may deny or terminate assistance if an applicant or participant:

- Violated any of the "Family Obligations" under the Voucher Program.
- Serious violation of the Lease. Provisions under the Violence Against Women Act will be utilized should the family seek protection under the law and rule.
- Committed any fraud or misrepresentation in connection with any Federal Housing Assistance Program.
- Defaulted on a repayment agreement.
- If the participant's TTP is sufficient to pay full gross rent and six (6) months of zero assistance has elapsed since the last HAP was made.

A. INFORMAL HEARINGS

The PHA is required to provide Informal Hearings in accordance with federal regulations. The Informal Review and Hearing Policy are incorporated in this Administrative Plan under separate addendum on Page 72.

B. OWNER ACTIONS, FRAUD, MISREPRESENTATION, OR BREACH OF CONTRACT

If the landlord has committed fraud, misrepresentation or other breach of the Housing Assistance Payments Contract or Voucher Contract in connection with the Housing Choice Voucher Program, HCT will terminate the Contract and review the circumstances and family's involvement to determine if the family is eligible for re-certification to relocate to another unit with continuation of assistance. Actions such as those listed above, failure to abide by program and lease requirements, disrespectful treatment and/or harassment towards staff may be grounds for denial of program participation.

C. EXISTING FAMILY MOVES

Participants who are in compliance with all regulations and who wish to move to another unit must put their request in writing prior to issuance of a new Voucher. This notice must be forwarded to the Landlord and the Commission. Current program participants may only request an Other change of unit at the time of Annual Recertification except at the request of a Reasonable Accommodation when the owner has initiated the action or if the Housing Commission terminates the Housing Assistance Payments Contract.

If the family moves to another area through portability, the notice must specify where the family wants to move.

Participants, who rescind their action to move with the Landlord's Agreement, may continue leasing where they are currently living, and the Housing Assistance Payment will continue to be paid to the landlord.

Participants who execute the move-out are advised that issuance of a new Voucher for move-out does not preclude them from being responsible for unpaid rent and for damages. Should information be received during the issuance period due to the landlord filing in court for damages or any unpaid rent/fees and being granted judgment in their favor, the family is then not compliant with their obligations and any Request for Tenancy Approval may be delayed until a continued eligibility determination and related hearing are completed. Grounds for denial or termination of assistance are in accordance with 24 CFR 982.552 or 982.553.

Both assisted households and the Landlord must be notified when the family must move due to a change in the family's composition that changes the subsidy for which they qualify.

D. FAMILY BREAK-UP

Upon the break-up of the family, HCT will determine which family member (s) will retain the Housing Choice Voucher assistance. The factors which will be considered in making this decision are:

- The household member(s) remaining in the assisted unit.
- The interest of minor children or of ill, elderly or disabled family members.
- Whether family members were forced to leave the unit as a result of actual or threatened physical violence against those family members.
- Court determination of which family member(s) will retain housing assistance in cases of divorce or separation.
-

E. EVICTIONS

The owner may evict in accordance with Federal Regulations or may institute court action, using the grounds for eviction available through Maryland State Law, or the owner may obtain a signed mutual termination agreement. The housing assistance payment is terminated when the lease is terminated by the owner.

Notice of the eviction must be given to the Commission either by the family or the owner.

F. ABSENCES FROM UNIT

Participants may be absent from the unit for a consecutive period of time not to exceed one hundred eighty (180) days, without having their Housing assistance interrupted or

terminated in accordance with 24 CFR Section 982.312

G. SECURITY DEPOSITS

All owners entering into a HAP contract on or after October 2, 1995 may collect a Security Deposit in accordance with CFR Section 982.313 (a). It must be placed in an account that complies with Maryland State Law. The Housing Commission will not impose any limit on the owner's Security Deposit providing that the deposit amount does not exceed the private market practices or security deposits collected for the owner's unassisted units.

If a family vacates its unit, the owner, subject to State and local law, may use the Security Deposit as reimbursement for any unpaid family contribution or other amounts owed under the lease.

VIII. REPAYMENT AGREEMENTS

A. USE OF REPAYMENT AGREEMENTS

When a participant owes money to HCT, assistance must not be terminated simply because the family has an outstanding debt. When an applicant owes money to HCT (or another PHA) placement on the waiting list must not be denied solely because of a previous debt. A Promissory Note in the form of a Repayment Agreement may be executed by the participant or applicant with the HCT to permit payback of a debt over a period of time.

Repayment Agreements may be executed for, but are not limited to, the following circumstances:

- failure to report changes in income or family size that results in overpayment of assistance.

Participants owing money must be notified of their liability and informed that they are not required to enter into a Repayment Agreement as a condition of continued assistance. However, in the absence of a Repayment Agreement or default of a Repayment Agreement, the HCT may deny issuance of a new Voucher when the participant wants to move.

There is no dollar limit on the amount of the Repayment Agreement. Payment amounts should however, be affordable for the participant or applicant and for a specified term not to exceed 12 months unless extended by the Department Supervisor.

If an applicant or participant has signed a Repayment Agreement with HCT (or any other PHA) and they breach the agreement, HCT may deny or terminate assistance.

IX. FINANCIAL MANAGEMENT/REPORTING REQUIREMENTS

A. THE HOUSING ASSISTANCE PAYMENT (HAP) REGISTER

HCT will keep a HAP register for each tenant by each project with the required information as attached.

The HAP Register will be kept up-to-date with all initial payments and subsequent changes entered.

B.

C. MONITORING PROGRAM PERFORMANCE

To ensure quality control the HCT Department Supervisor conducts monthly monitoring review of all Housing Choice Voucher Programs, activities, which may include the following:

1. Review of Waiting List
2. Audit of Files
3. File Count
4. Bi-Weekly Review of HAP Register
5. Review of Financial Records
6. Review of Monthly Utilization Reports
7. Sample Review of Housing Quality Standards

HCT will closely monitor the Operating Reserve to ascertain that ongoing administrative fees are sufficient to cover ongoing administrative expenses. Proposed expenditures not in accordance with the approved budget require prior approval for a budget amendment by the HCT's Executive Director/Chief Executive Officer **and Board of Commissioners.**

D. HUD REGULATORY AMENDMENTS

Revisions to existing program regulations will be automatically incorporated in this plan subsequent to its effective date. Special rules for use of available funds will be followed when HUD provides funding for a special purpose.

E. PAYMENT STANDARD

The PHA determines the amount of subsidy a family will receive but does not limit the rent charged by the owner.

The maximum subsidy calculation is done at the time a family is issued a Housing Voucher.

Establishing the maximum subsidy enables the family to "shop" for housing.

The actual PHA subsidy can be calculated only after the family has selected a specific unit and the gross rent for the unit is known.

The standards will be reviewed annually.

Adjustments to the payment standards will be made when required due to economic reasons and/or due to an adjustment in the areas Fair Market Rents. In an effort to allow flexibility, the payment standards will be set in accordance with federal regulations between 90% and 110% of the current Fair Market Rent. The factors in determining the standards will largely be affected by market conditions and trends. The Housing Commission reserves the right to establish standards by Census Tract, if applicable and warranted, to encourage de-concentration and enhanced choice.

The payment standard used for a family at regular reexamination will not be less than the applicable standard previously used unless the family's size or composition increases or decreases in accordance with HCAAC occupancy standards.

HCT may approve a payment standard of not more than 120 percent of the FMR without HUD approval if requested as a reasonable accommodation by a family that includes a person with a disability.

HCT must maintain documentation that shows:

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

GLOSSARY

ABSORPTION- In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC - Annual contributions contract.

ACC RESERVE ACCOUNT (Formerly Project Reserve) - Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADJUSTED INCOME - Annual Income less the following allowances, determined in accordance with HUD instructions:

- (a) \$480 for each Dependent;
- (b) \$400 for any Elderly Family (*Effective January 1, 2024 this will increase to \$525);
- (c) For any Family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Handicapped or Disabled Person;
- (d) For any Elderly Family
 - (1) That has no Disabled Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three percent of Annual Income. *Effective January 1, 2024 medical expenses for elderly family's in excess of ten percent of families' annual gross income;
 - (2) That has Disabled Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Handicapped Assistance Expenses computed in accordance with paragraph (c) this section, plus an allowance for Medical Expenses that is equal to the Families Medical Expenses. Effective January 1, 2024 medical expenses for elderly family's in excess of ten percent of families' annual gross income;
 - (3) That has Handicapped Assistance Expenses that are less than three percent of Annual Income, an allowance for combined Handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income. *Effective January 1, 2024 medical expenses for elderly family's in excess of ten percent of families' annual gross income; and
- (e) (1) Child care expenses; or
 - (2) in the case of families assisted by Indian housing authorities, the greater of
 - (i) child care expenses, or
 - (ii) excessive travel expenses, not to exceed \$25 per family per week, for employment or education related travel.

ADMINISTRATIVE FEE - Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly Operating Reserve) - Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

- (a) The HA must maintain an administrative fee reserve (formerly operating reserve) for the program. There are separate administrative fee reserve accounts for the HA's voucher programs. The HA must credit to the administrative fee reserve the total of:
 - (1) The Amount by which program administrative fees paid by HUD for an HA fiscal year exceed the HA program administrative expenses for the fiscal year; plus
 - (2) Interest earned on the administrative fee reserve.
- (b) (1) The HA must use funds in the administrative fee reserve to pay program administrative expenses in excess of administrative fees paid by HUD for an HA fiscal year. If funds in the administrative fee reserve are not needed to cover HA administrative expenses (to the end of the last expiring funding increment under the consolidated ACC), the HA may use these funds for other housing purposes permitted by State and local law. However, HUD may prohibit use of the funds for certain purposes.
 - (2) The HA Board of Commissioners or other authorized officials must establish the

maximum amount that may be charged against the administrative fee reserve without specific approval.

- (3) If the HA has not adequately administered any Housing Choice Voucher program, HUD may prohibit use of funds in the administrative fee reserve, and may direct the HA to use funds in the reserve to improve administration of the program or to reimburse ineligible expenses.

ADMINISTRATIVE PLAN - The administrative plan described HA policies for administration of the tenant-based programs.

- (a) The HA must adopt a written administrative plan that establishes local policies for administration of the program in accordance with HUD requirements. The administrative plan and any revisions of the plan must be formally adopted by the HA Board of Commissioners or other authorized HA officials. The administrative plan states HA policy on matters for which the HA has discretion to establish local policies.
- (b) The administrative plan must be in accordance with HUD regulations and other requirements. The HA must review the administrative plan if needed to comply with HUD requirements. The HA must give HUD a copy of the administrative plan.
- (c) The HA must administer the program in accordance with the HA administrative plan.
- (d) The HA administrative plan must cover HA policies on these subjects:
 - (1) How the HA selects applicants from the HA waiting list with federal and other preferences, and procedures for closing and reopening the HA waiting list;
 - (2) Issuing or denying vouchers, including HA policy governing the voucher term and any extensions or suspension of the term. Suspension means stopping the clock on the term of a family's voucher after the family submits a request for lease approval. If the HA decides to allow extensions or suspensions of the voucher term, the HA administrative plan must describe how the HA determines whether to grant extensions or suspensions, and how the HA determines the length of any extension or suspension;
 - (3) Any special rules for use of available funds when HUD provides funding to the HA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families;
 - (4) Occupancy policies, including:
 - (i) Definition of what group of persons may qualify as a family;
 - (ii) Definition of when a family is considered to be continuously assisted;
 - (5) Encouraging participation by owners of suitable units located outside areas of low income or minority concentration;
 - (6) Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit;
 - (7) A statement of the HA policy on providing information about a family to prospective owners;
 - (8) Disapproval of owners;
 - (9) Subsidy standards;
 - (10) Family absence from the dwelling unit;
 - (11) How to determine who remains in the program if a family breaks up;
 - (12) Informal review procedures for applicants;
 - (13) Informal hearing procedures for participants;
 - (14) For the voucher program: the process for establishing and revising payment standards, including affordability adjustments;
 - (15) Special policies concerning special housing types in the program (e.g., use of shared

- housing); and
- (16) Policies concerning payment by a family to the HA of amounts the family owes the HA.

ADMISSION - The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL CONTRIBUTIONS CONTRACT (ACC) - A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME:

- (a) Annual Income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income as provided in paragraph (c) of this section.
- (b) Annual Income includes, but is not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 - (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
 - (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD. *Effective January 1, 2024 net assets will increase from \$5,000 to \$50,000 but cannot exceed \$100,000;
 - (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment (but see paragraph (c) (13) of this section);
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph (c)(3) of this section);
 - (6) Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the

Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:

- (i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
 - (ii) The maximum amount that the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (b)(6)(ii) shall be the amount resulting from one application of the percentage;
- (7) Periodic and determinable allowances, such as alimony and the court ordered annual or voluntarily provided child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
 - (8) All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph (c)(7) of this section); and
 - (9) In 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and mandatory fees, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.
- (c) Annual income does not include the following:
- (1) Income from employment of children (including foster children) under the age of 18 years;
 - (2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
 - (3) Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (b)(5) of this section);
 - (4) Amounts received by the Family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 - (5) Income of a live-in Aide. A person who resides with an Elderly, Disabled, or Handicapped Person or Persons and who--
 - (a) Is determined to be essential to the care and well being of the Person(s);
 - (a) Is not obligated for the support of the Person(s); and
 - (c) Would not be living in the unit except to provide the necessary supportive services.
 - (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
 - (7) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
 - (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a disabled person 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);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred

- (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time; or
 - (v) Compensation from State or local employment training programs 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 a limited period as determined in advance;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
 - (10) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, 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;
 - (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - (12) Adoption assistance payments in excess of \$480 per adopted child;
 - (13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
 - (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 - (15) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - (16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published in the FEDERAL REGISTER and distributed to PHA's and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
- (d) If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.
 - (e) Any family receiving the reparation payments referred to in paragraph (c) (10) of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

APPLICANT (Applicant Family) - A family that has applied for admission to a program, but is not yet a participant in the program.

BUDGET AUTHORITY - An amount authorized and appropriated by the Congress for payment to HA's under the program. For each funding increment in an HA program, budget Authority is the

maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CO-HABITANTS - Two (2) or more persons of the opposite sex who, at the time of application, have been living together as a family in a stable relationship.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT (Consolidated ACC)

(a) NATURE OF ACC

- (1) An annual contribution contract (ACC) is a written contract between HUD and an HA. Under the ACC, HUD agrees to make payments to the HA, over a specified term, for housing assistance payments to owners and for the HA administrative fee. The ACC specifies the maximum annual payment by HUD, and the maximum payment over the ACC term. The HA agrees to administer the program in accordance with HUD regulations and requirements.
- (2) HUD's commitment to make payments for each funding increment in the HA program constitutes a separate ACC. However, commitments for all the funding increments in an HA program are listed in one consolidated contractual document called the consolidated annual contributions contract (consolidated ACC). A single consolidated ACC covers funding for the HA voucher program.

(b) BUDGET AUTHORITY AND CONTRACT AUTHORITY

- (1) Budget authority is the maximum amount that may be paid by HUD to an HA over the ACC term of a funding increment. Contract authority is the maximum annual payment for the funding increment. Budget authority for a funding increment is equal to contract authority times the number of years in the increment term. Before adding a funding increment to the consolidated ACC for an HA program, HUD reserves budget authority from amounts authorized and appropriated by the Congress for the program.
- (2) For each funding increment, the ACC specifies the initial term over which HUD will make payments for the HA program, and the contract authority and budget authority for the funding increment. For a given HA fiscal year, the amount of HUD's maximum annual payment for the HA program equals the sum of the contract Authority for all of the funding increments under the consolidated ACC. However, this maximum amount does not include contract authority for an expired funding increment. If the term of a funding increment expires during the HA fiscal year, this maximum amount only includes the pro-rata portion of contract authority for the portion of the HA fiscal year prior to expiration. (Additional payments may be made from the ACC reserve account described in 982.154.) However, the amount to be paid must be approved by HUD, and may be less than the maximum payment.

CONTIGUOUS MSA - In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

CONTINUOUSLY ASSISTED - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act Program when the family is admitted to the voucher program.

CONTRACT AUTHORITY - The maximum annual payment by HUD to an HA for a funding increment.

COVERED PERSON – A tenant, any member of the tenants household, a guest or another person under the tenant's control.

DAY LABORER – An individual hired and paid one day at a time without an agreement that the individual will be hired for work again in the future.

DEPENDENT - A member of the Tenant Household (excluding foster children or foster adults) other than the Head of Household or Spouse, who is under 18 years of age or is a Disabled Person or is a Full-time Student.

DISABLED ASSISTANCE EXPENSES - Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member, and that are necessary to enable a Family member (including the Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

DISABLED PERSON - A person who is under a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISPLACED PERSON - A person or family displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws, defined as follows:

- (a) A definite and final order requiring demolition, closing or improvement and allowing no alternative must have been issued by the appropriate authority.
- (b) The person or family must live in the dwelling at the time of the order is entered or at the time of damage or disaster. In the event a unit becomes occupied subsequent to its having been vacated by a person or by a family entitled to preference, such new occupant shall not also be entitled to preference, even though it may become necessary to serve him with an official notice to vacate.

DOMICILE - The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY - Term means:

- (1) Drug-trafficking; or
- (2) Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

HCAAC may exercise discretion and allow admission if the circumstances leading to the eviction no longer exists (i.e. removal of the household member from the application who was engaged in the activity leading to the eviction), or the evicted household member has successfully completed an approved supervised drug rehabilitation program. HCAAC may exercise discretion for drug activity for substances that have been de-criminalized in Maryland, when that activity does not involve distribution related criminal activity.

DRUG-TRAFFICKING -The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

EARNED INCOME – income or earnings from wages, tips, salaries, other employee compensation and net income from self-employment. Earned income does NOT include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

ELDERLY FAMILY - A Family whose Head of Household or Spouse or whose sole member is:

- (1) At least 62 years old,
- (2) A Disabled Person, or
- (3) A Handicapped Person as defined in this section, and may include two or more elderly (at least 62 years old), Disabled or Handicapped Person living together, or one or more such persons living with another person who is determined to be essential to his or her care and well-being.

ELDERLY PERSON - A person who is at least 62 years of age.

ELIGIBILITY

(a) WHEN APPLICANT IS ELIGIBLE: GENERAL - The HA may only admit an eligible family to a program. To be eligible, the applicant must be a family, must be income-eligible, and must be a citizen or a non-citizen who has eligible immigration status as determined in accordance with 24 CFR part 5.

(b) INCOME

(1) To be income eligible, the family must be either:

- (i) A very low-income family; or
- (ii) A low-income family in any of the following categories:
 - (A) A low-income family that is continuously assisted under the 1937 Housing Act.
 - (B) A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.
 - (C) A low-income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Homeownership) or HOPE 2 (HOPE for Homeownership of Multifamily Units) project.
 - (D) A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.
 - (E) A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of mortgage insurance contract under 24 CFR 248.165.
 - (F) For the voucher program only, a low-income family residing in a HUD-owned multifamily rental housing project when HUD sells, forecloses or demolishes the project.

(2) The HA determines whether the family is income-eligible by comparing the family's annual income (gross income) with the HUD-established very low-income limit or low-income limit for the area. The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the HA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the

program.

(c) FAMILY COMPOSITION

- (1) A family may be a single person or a group of persons.
- (2) A family includes a family with a child or children.
- (3) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The HA determines if any other group of persons qualifies as a family.
- (4) A single person family may be:
 - (i) An elderly person.
 - (ii) A displaced person.
 - (iii) A disabled person.
 - (iv) Any other single person.
- (5) A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

(d) CONTINUOUSLY ASSISTED

- (1) An applicant is continuously assisted under the 1937 Housing Act if this family is already receiving assistance under any 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.
- (2) The HA must establish policies concerning whether and to what extent a brief interruption between assistance under one of these programs and admission to the certificate or voucher program will be considered to break continuity of assistance under the 1937 Housing Act.

EXCEPTION RENT - In the certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. In the certificate program, the exception rent is approved by HUD, and is used in determining the initial contract rent. In the voucher program, the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA certificate program.

EXTREMELY LOW-INCOME FAMILY – A Family whose annual income does not exceed the higher of 30 percent of the area median income or the federal poverty level. 24 CFR 960.102.

FAIR MARKET RENT (FMR) - The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the FEDERAL REGISTER in accordance with 24 CFR part 888 as follows.

FAMILY -

- (1) A family may be a single person or a group of persons.
- (2) A family includes a family with a child or children.
- (3) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The HA determines if any other group of persons qualifies as a family.

- (4) A single person family may be:
 - (a) An elderly person.
 - (b) A displaced person.
 - (c) A disabled person.
 - (d) Any other single person.

FAMILY UNIT SIZE - The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.

FIXED INCOME SOURCE - a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- (1) Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- (2) Federal, state, local, or private pension plans;
- (3) Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- (4) Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.

FMR - Fair market rent.

FMR/EXCEPTION RENT LIMIT - The Housing Choice Voucher existing housing fair market rent published by HUD Headquarters, or any exception rent. In the certificate program, the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program, the HA may adopt a payment standard up the FMR/exception rent limit.

FOSTER CHILDREN - Minors who have been placed in a household by a an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction for their care and maintenance.

FOSTER ADULT – A member of the household who is 18 years of age or older, is unable to live independently due to debilitating physical or mental conditions and is places with the family by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

FSS PROGRAM - Family self-sufficiency program.

FUNDING INCREMENT - Each commitment of budget authority by HUD to an HA under the consolidated annual contributions contract for the HA program.

HA - Housing Agency.

HANDICAPPED ASSISTANCE EXPENSES - Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

HANDICAPPED PERSON - A person having a physical or mental impairment that:

- (a) Is expected to be of a long-continued and indefinite duration,
- (b) Substantially impedes his or her ability to live independently, and
- (c) Is of such a nature that such ability could be improved by more suitable housing conditions.

HAP CONTRACT - Housing assistance payments contract.

HEALTH and MEDICAL EXPENSES – Health and Medical Care Expenses, are any cost incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and Medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which the annual income is computed.

HOUSING AGENCY (HA) - A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian housing authority (IHA). (PHA and HA mean the same thing.)

HOUSING ASSISTANCE PAYMENT - The monthly assistance payment by an HA. The total assistance payment consists of:

- (1) A payment to the owner for rent to the owner under the family's lease.
- (2) An additional payment to the family if the total assistance payment exceeds the rent to the owner. In the certificate program, the additional payment is called a utility reimbursement.

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP CONTRACT) - A written contact between an HA and an owner, in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING QUALITY STANDARDS (HQS) - The HUD minimum quality standards for housing assisted under the tenant-based programs. See 24 CFR 982.401 for specifics.

HQS - Housing Quality Standards.

HUD REQUIREMENTS - HUD requirements for the Housing Choice Voucher programs. HUD requirements are issued by HUD headquarters, as regulations, FEDERAL REGISTER notices or other binding program directives.

IHA - Indian housing authority.

INDEPENDENT CONTRACTOR – An individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

INDIAN - Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

- (1) INDIAN HOUSING AUTHORITY (IHA) - A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law; or
- (2) By operation of State law providing specifically for housing authorities for Indians.

INITIAL CONTRACT RENT - In the certificate program, the contract rent at the beginning of the initial lease term.

INITIAL HA - In portability, the term refers to both:

- (1) An HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA.
- (2) An HA that absorbed a family that subsequently decides to move out of the jurisdiction of the selecting HA.

INITIAL LEASE TERM - The initial term of the assisted lease. The initial lease term must be for at least one year.

INITIAL RENT TO OWNER - The rent to the owner at the beginning of the initial lease term.

JURISDICTION - The area in which the HA has authority under State and local law to administer the program.

LEASE:

- (1) A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the HA.
- (2) In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the HA. For purposes of part 982, the cooperative is the Housing Choice Voucher owner of the unit, and the cooperative member is the Housing Choice Voucher tenant.

LEASE ADDENDUM - In the lease between the tenant and the owner, the lease language required by HUD.

LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped Person or Persons and who:

- (a) Is determined to be essential to the care and well-being of the Person(s);
- (b) Is not obligated for the support of the Person(s); and
- (c) Would not be living in the unit except to provide the necessary supportive services.

LOW-INCOME FAMILY -A Family who's Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes. 24 CFR Section 982.201(b) describes when a low-income family is income-eligible for admission to the certificate or voucher program).

MSA - Metropolitan statistical area.

1937 HOUSING ACT -The United States Housing Act of 1937 (42 U.S.C. 1437 and following sections). The HUD tenant-based program is authorized by Housing Choice Voucher of the 1937 Housing Act (42 U.S.C. 1437f).

1937 HOUSING ACT PROGRAM - Any of the following programs:

- (1) The public housing program or Indian housing program.
- (2) Any program assisted under Housing Choice Voucher of the 1937 Act (42 U.S.C. 1437f) (including assistance under a Housing Choice Voucher tenant-based or project-based program).
- (3) The Section 23 leased housing program.
- (4) The Section 23 housing assistance payments program. (Section 23 means Section 23 of the United States Housing Act of 1937 before enactment of the Housing and Community Development Act of 1974.)

NET FAMILY ASSETS – Net cash value of all assets owned by a family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investments.

NOFA - Notice of funding availability.

NOTICE OF FUNDING AVAILABILITY (NOFA) - For funding (contract or budget authority) that HUD distributes by competitive process, HUD headquarters invites HA applications by publishing a NOFA in the FEDERAL REGISTER. The NOFA explains how to apply for assistance, and the criteria for awarding the funding.

OPERATING RESERVE - Administrative fee reserve.

OWNER - Any person or entity with the legal right to lease or sublease a unit to a participant.

PARTICIPANT (Participant Family) - A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (first day of initial lease term).

PAYMENT STANDARD - In the voucher program, an amount used by the HA to calculate the housing assistance payment for a family. Each payment standard amount is based on the fair market rent. The HA adopts a payment standard for each bedroom size and for each fair market rent area in the HA jurisdiction. The payment standard for a family is the

maximum monthly subsidy payment.

PBC - Project-based certificate program.

PERSON WITH DISABILITIES (Disabled Person) - A person who is under a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

PHA - Public housing agency. (Public housing agency and housing agency mean the same thing.) A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian housing authority (IHA). (PHA and HA mean the same thing.)

PORTABILITY - Renting a dwelling unit with Housing Choice Voucher tenant-based assistance outside the jurisdiction of the initial HA.

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

PROGRAM - The tenant-based certificate program or voucher program.

PROJECT-BASED - Rental assistance that is attached to the structure.

PROJECT BASED CERTIFICATE PROGRAM (PBC) - Project based assistance under 24 CFR part 983, using funding under the consolidated ACC for the HA certificate program.

PROJECT RESERVE - ACC reserve account.

- (a) (1) HUD establishes an unfunded reserve account, called the ACC reserve account (formerly project reserve), for the HA's program. There are separate ACC reserve accounts for the HA's certificate and voucher programs. The ACC reserve account is established and maintained in the amount determined by HUD.
- (2) At the end of each HA fiscal year, HUD credits the ACC reserve account from the amount by which the sum of contract authority for all funding increments under the consolidated ACC (maximum annual payment) exceeds the amount actually approved and paid for the HA fiscal year. However, the maximum annual payment does not include contract authority for an expired funding increment. If the term of a funding increment expires during the HA fiscal year, this maximum amount only includes the pro-rata portion of contract Authority for the funding increment covering the portion of the HA fiscal year prior to expiration.
- (b) HUD may approve additional payments for the HA program from available amounts in the ACC reserve account.

PUBLIC HOUSING AGENCY (PHA) - A Housing Agency (HA).

REASONABLE RENT - A rent to owner that is not more than either:

- (1) Rent charged for comparable units in the private unassisted market; or
- (2) Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

RECEIVING HA -In portability, an HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a certificate or voucher, and provides program assistance to the family.

RENTAL CERTIFICATE - Certificate.

RENTAL CERTIFICATE PROGRAM - Certificate program.

RENTAL VOUCHER - Voucher.

RENTAL VOUCHER PROGRAM - Voucher Program.

RENT TO OWNER - The monthly rent payable to the owner under the lease. Rent to the owner includes payment for any services, maintenance and utilities to be provided by the owner in accordance with the lease.

SEASONAL WORKER – An individual who is hired into a short-term position and the employment begins about the same time each year.

SPECIAL ADMISSION - Admission of an applicant that is not on the HA waiting list, or without considering the applicant's waiting list position.

SUBSIDY STANDARDS - Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions. See definition of family unit size.

SUSPENSION - Stopping the clock on the term of a family's certificate or voucher, for such a period as determined by the HA, from the time when the family submits a request for HA approval to lease a unit, until the time when the HA approves or denies the request.

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

TENANT-BASED - Rental assistance that is not attached to the structure.

TENANT RENT -In the certificate program, total tenant payment minus any utility allowance.

TOTAL TENANT PAYMENT -The portion of the Gross Rent payable by an eligible Family participating in a program covered by this part, determined in accordance with the following:

Total tenant payment for families whose initial lease is effective on or after August 1, 1982. Total Tenant payment shall be the highest of the following, rounded to the nearest dollar:

- (1) 30 percent of Monthly Adjusted Income;

- (2) 10 percent of Monthly Income; or
- (3) If the Family receives Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the Family's actual housing costs, is specifically designed by such agency to meet the Family's housing costs, the monthly portion of such payments which is so designated. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (a)(3) shall be the amount resulting from one application of the percentage.

UNEARNED INCOME – any annual income that is not earned.

UNIT - Dwelling unit.

UNITED STATE HOUSING ACT OF 1937 (1937 Housing Act) - The basic law that authorizes the public and Indian housing programs, and the Housing Choice Voucher programs. (42 U.S.C. 1437 and following sections.)

UTILITY ALLOWANCE - If the cost of utilities (except telephone, cable and internet) and other housing serving for an assisted unit is not included in the Contract Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD under applicable sections of these regulations of the monthly costs of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. (In the case of shared housing, the amount of the Utility Allowance for an assisted Family is calculated by multiplying the Utility Allowance for the entire unit by the ratio derived by dividing the number of bedrooms in the Assisted Family's private space by the number of bedrooms in the entire unit. In the case of an assisted individual sharing a one-bedroom unit with another person, the amount of the Utility Allowance for the assisted individual is one-half of the Utility Allowance for the entire unit).

UTILITY REIMBURSEMENT - In the certificate program, the amount, if any, by which any utility allowance for family-paid utilities or other housing services exceeds the total tenant payment.

VERY LOW-INCOME FAMILY - A Low-Income Family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VIOLENT CRIMINAL ACTIVITY - Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. This definition speaks to the forceful acts involved in the activity and does not require the person to be arrested, charged, nor convicted of any criminal activity.

VOUCHER (Rental Voucher) - A document issued by an HA to a family selected for admission to the voucher program. The voucher describes the program and the procedures for HA

approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

VOUCHER PROGRAM - Rental voucher program.

WAITING LIST ADMISSION - An admission from the HA waiting list.

ADDENDA TO THE HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

APPROVED BY THE BOARD OF COMMISSIONERS WITH THE AGENCY PLAN
ON AUGUST 29 , 2025

The Housing Commission of Talbot has contracted to provide 126 Project Based Vouchers for the Doverbrook and Westport Apartments in Easton and the Griffin and Willeyville Apartments in St. Michaels.

A separate waitlist will be administered for the project-based vouchers.

The waitlist will be ranked according to date and time of application only. There will be no other preferences or priorities assigned to applicants of this waitlist.

Addendum to the Housing Choice Voucher Administrative Plan

PROJECT-BASED VOUCHER (PBV) PROGRAM

On October 13, 2005, HUD published final regulations for the Project-Based Voucher (PBV) program, superseding regulations at 24 CFR part 983 (see 70 FR 59892). This Addendum provides Housing Commission of Talbot (HCT) policies and procedures for its PBV program in accord with the new regulations.

HCT's PBV program is subject to the regulations at 24 CFR part 983, which includes regulations governing policies and procedures that are not specified in this Administrative Plan.

In addition to the policies and procedures stated below, and other PBV regulations stated at 24 CFR part 983, HCT's PBV program is subject to most of the requirements of the Housing Choice Voucher Program, as specified in 24 CFR 982, this Administrative Plan and in other HUD regulations.

A. JURISDICTION

The jurisdiction for HCT's PBV program is within the confines of Talbot County, specifically the towns of Easton and St. Michaels.

B. HCT's PBV COMMITMENTS AND PRIORITIES

HCT's PBV program is designed to ensure that PBV assistance is used to support goals that could not be equally achieved through the use of tenant-based voucher assistance. HCT's PBV program is committed to the following priorities:

1. Expand and/or preserve the supply of affordable housing in an effort increase the affordable housing choices of residents within the jurisdiction

2. Support projects which further revitalize neighborhoods, promote the de-concentration of poverty and generally provide increased housing and economic opportunities.
3. Work with the community to identify and serve populations with particular housing needs, including but not limited to the provision of supportive services to promote self-sufficiency and supportive housing for families with disabilities.
4. Affirmatively furthering fair housing

C. PBV Program limitations

1. Pursuant to HUD regulations, HCT may only project based up to 20% of Voucher ACC units. An additional 10% may be project based if they are included in the eligible exception categories.
2. Exception categories include:
 - Units made exclusively available for homeless individuals and families as defined by section 103 of the McKinney-Vento Homeless Assistance Act and contained in the Continuum of Care interim rule at 24 CFR 578.3 or any successor definitions provided by HUD.
 - Units made exclusively available to families that include a Veteran who has served in the United States armed forces.
 - Units that provide supportive services to persons with disabilities or elderly persons. The services must include a range of services that can be tailored to the needs of the family and offered to all families residing in the project. HCT will consider any and all proposals including supportive services that qualify under HUD's definition and that the service provider can demonstrate meet the needs of the population to be served.

D. PROPOSAL SUBMISSION AND SELECTION

E. Request for Proposals Process

HCT will select PBV proposals through a public Request for Proposals (RFP) process. HCT's PBV RFP will be advertised in a manner to provide broad public notice of the opportunity to offer PBV proposals for consideration by HCT. The public notice procedures will include publication of the general notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

The public notice of the PBV RFP will specify the submission deadline. The public notice will inform owners or developers seeking project-based assistance of the availability of the full RFP document at HCT's main offices at 705 Dover Road, Easton, MD 21601.

The full RFP document will provide detailed information about proposal submission and selection

procedures and will be available upon request of interested parties at HCT's main offices.

Property owners may submit PBV proposals in accord with the proposal submission guidelines stated in the full RFP document. Proposals will be selected according to explicit criteria specified in the full RFP document, following the selection criteria stated below. Under no circumstances will HCT's RFP selection criteria limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

Alternative Competitive Processes

In lieu of the above RFP process, HUD regulations permit HCT to select a PBV proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals, where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance, or in other circumstances as allowed by the regulations or other PBV requirements.

Proposals for PBV assistance which have been independently selected for housing assistance as described above may be submitted to HCT on a rolling basis. HCT's selection of proposals under the alternative competitive processes may be contingent upon the owner providing additional information required according to HCT's selection requirements and HUD and HCT requirements for PBV assistance. HCT will inform owners of any additional requirements at the time their proposals are submitted.

HCT owned units

If HCT is engaged in an initiative to improve, develop or replace a public housing property or site they will exercise their right to attach PBV units to the site, where they have a controlling interest, without competition.

Selection Criteria

Proposals will be selected according to the following selection criteria:

- The housing must promote one of HCT's priorities for its PBV program;
- The proposal must comply with all HUD program regulations and requirements;
- The property must be eligible housing;
- The proposal must comply with the HUD cap on PBV units per building;
- The housing site must meet the site selection standards detailed at 24 CFR 983.57;
- Meet the definition of a project as defined by HUD. HCT policies do not include any exceptions to HUD's definition.

Proposal Rating and Ranking Criteria

Rehabilitated and Newly Constructed Housing HTC will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- **Owner Experience and Capability:** The owner must demonstrate experience and capacity to successfully develop or rehabilitate housing, as specified in the RFP.
- **Deconcentration of Poverty and Expansion of Housing Opportunities:** The extent to which the project supports PHA's goal of deconcentrating poverty and expanding housing and economic opportunities.
- **Supportive Services for Special Populations:** If applicable, the extent to which supportive services are available on-site or in the immediate vicinity for the target population.
- **Percentage of Assisted Units:** Projects with less than 25% of units assisted will be prioritized over those with higher percentages. For elderly, disabled, or service-needy families, projects with the lowest percentage of assisted units will receive the highest rating.

Requests for Proposals for Existing Housing Units HTC will advertise Requests for Proposals (RFPs) for existing housing in local newspapers and on its website. The RFP will specify the estimated number of units available for assistance. Proposals will be evaluated based on:

- **Owner's Compliance and Experience:** The owner's track record in the tenant-based voucher program, including compliance with program obligations.
- **Deconcentration and Economic Opportunity:** The extent to which the project aligns with PHA's goal of deconcentrating poverty and expanding housing opportunities.
- **Supportive Services for Special Populations:** The extent to which supportive services are provided on-site or nearby for eligible occupants.
- **Tenant Eligibility:** The extent to which units are occupied by families eligible for the PBV program.

Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program HTC may accept proposals for PBV assistance from owners who were competitively selected under another federal, state, or local housing assistance program, such as Low-Income Housing Tax Credit (LIHTC) projects. These proposals will be reviewed based on:

- **Deconcentration and Economic Opportunity:** The project's alignment with PHA's goals of reducing poverty concentration and increasing access to housing opportunities.
- **Coordination with Other Local Programs:** The extent to which the proposal complements other redevelopment efforts, such as HOPE VI, HOME, CDBG, or initiatives within HUD-designated zones.

Housing Authority-Owned Units If a proposal involves PHA-owned units, HUD or a HUD-approved independent entity must review and approve the selection process to ensure compliance. Additional requirements include:

- **Independent Rent Determination:** The initial contract rent must be approved by an independent entity.
- **Independent Inspections:** Housing inspections must be conducted by a HUD-approved independent entity.

4. Environmental Review Each proposed site will undergo an environmental review when required by HUD regulations at 24 CFR Part 50 or Part 58. For projects selected in accordance with 24 CFR 983.55 on or after June 6, 2024, no environmental review is required before entering into a HAP contract for existing housing, except where a Federal environmental review is mandated due to funding sources other than PBV housing assistance payments.

5. Community Consultation and Public Engagement HTC will engage local stakeholders, including residents, neighborhood organizations, and local government officials, to gather input on site selection. This process will include

public meetings and opportunities for written feedback to ensure community support and transparency.

6. Approval Process HTC will evaluate each proposed PBV site based on the above criteria and submit its recommendations to the appropriate governing body for approval. Sites that do not meet HUD's requirements or fail to support deconcentration and economic opportunity goals will not be selected.

7. Monitoring and Compliance After site selection, HTC will conduct ongoing monitoring to ensure compliance with PBV requirements. This includes periodic site inspections, tenant feedback mechanisms, and assessment of neighborhood changes that may affect housing conditions.

Public Notice and Review of HCT Proposal Selection

At the conclusion of selection during the competitive process, HCT will provide public notice of PBV proposal selections, including publication of public notice in a local newspaper of general circulation and/or other means designed and actually operated to provide broad public notice.

HCT will make documentation available for public inspection regarding the basis for HCT's selection of a PBV proposal.

Proposals selected via the alternate competitive process will be identified and included in the annual agency plan update, which includes publication (via public notice) of the process, documents and plans, and allows for public comment on the proposed selection.

F. SITE SELECTION STANDARDS

HUD Project-Based Voucher (PBV) Site Selection Policy

1. **Purpose** This policy establishes the criteria and procedures for selecting sites for Project-Based Voucher (PBV) assistance. The goal is to ensure that selected sites promote deconcentration of poverty, expand housing and economic opportunities, and meet all HUD requirements for environmental review, accessibility, and neighborhood standards.

2.

2. Site Selection Criteria PBV-assisted sites must meet the following criteria:

- **Deconcentration of Poverty and Expanding Housing Opportunities:** The site must be located in areas that provide access to quality education, employment opportunities, transportation, and other essential services. Poverty concentration will be evaluated using the most recent U.S. Census data and other relevant data sources.
- **Consistency with HUD requirements:** The site selection must comply with HUD's requirements for non-discriminatory site selection, ensuring the location does not result in a concentration of PBV assistance in areas of poverty unless it furthers the goals of the program and provides additional housing opportunities.
- **Housing and Market Conditions:** The site must support the goals of HTC's PBV program and align with local housing market conditions, including vacancy rates, demand for affordable housing, and neighborhood stability.
- **Accessibility and Compliance with Civil Rights Requirements:** Sites must comply with federal, state, and local accessibility laws, including the Fair Housing Act, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act.
- **Site and Neighborhood Standards:** The site must be suitable for residential use, ensuring adequate infrastructure, safety, and environmental conditions. The site will undergo an environmental review as required by 24 CFR Part 50 or Part 58.
- **Consistency with Local Planning and Zoning:** The site must align with local comprehensive planning efforts and zoning requirements. HTC will work with local government agencies to ensure compliance.

3. Housing Assistance Payments (HAP) Contracts 24 CFR 152

Term of the HAP Contract

At the time of solicitation, HTC will identify the anticipated term of the HAP contract. In general, HTC will enter into long term PBV contracts, with a term that is equal to the longest term permitted by law. HTC reserves the right to issue proposals or negotiate an initial term of the PBV contract that is less than the maximum allowable term, if HTC determines that the shorter term of contract is mutually beneficial to HTC, the owner and future tenants.

For new construction, HTC will not enter into a HAP Contract until the owner/developer has provided evidence of completion as defined in the AHAP.

Extending the HAP Contract

At the conclusion of the initial term or any subsequent extensions, HTC may agree to extend the PBV HAP contract up to the maximum term allowed at the time of the extension. Terms of a shorter period must be determined to be in the best interest of HTC, the landlord and current residents of the PBV units.

Amendments to the HAP Contract

Amendment to Substitute Contract Units

HTC will allow an owner to amend the PBV HAP Contract to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract units. HTC will inspect the unit prior to the substitution and contract amendment to assure that the substitute unit is similar to the unit it is replacing and that the unit complies with the Housing Quality Standards.

Amendment to Add Contract Units

As authorized in and in accordance with 24 CFR 983.207, HTC reserves the right to amend a PBV contract to add additional PBV units at any time during the three (3) year period immediately following the execution of the HAP Contract. Adding contract units will only occur when the additional units will not exceed 25 percent of the total number of dwelling units in the project (assisted and unassisted), (unless units were initially identified in the HAP contract as excepted from the 25 percent limitation and the 20 percent of authorized budget authority.

All amendments to the HAP contract are subject to the applicable PBV requirements (e.g., rents are reasonable), except that a new PBV request for proposals is not required. The anniversary and expiration dates of the HAP contract for the additional units will remain the same as the anniversary and expiration dates of the HAP contract term for the PBV units originally placed under HAP contract.

Unit Inspections

24 CFR 983.103

All contract units will be inspected and comply with housing inspections standards prior to HAP contract execution.

At least biennially during the term of the HAP contract, HTC will 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 housing inspections standards. Turnover inspections are not counted toward meeting this inspection requirement.

If more than 20 percent of the inspected units in a building fail, HTC will re-inspect 100 percent of the contract units in the building.

In the case of a property assisted with project-based vouchers that is subject to an alternative inspection, HTC may rely upon inspections conducted at least triennially to demonstrate compliance with the inspection requirement.

Inspections for the entire building will occur at the same time. HTC will abate and terminate PBV HAP contracts for non-compliance with housing inspections standards in accordance with the policies used in the tenant-based voucher program.

In the case of HTC-owned units, the inspections will be performed by an independent agency designated by HTC and approved by HUD.

Lead-based Paint

24 CFR 983.101(c); HUD PIH Notice 2017-13

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV 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 PBV program. Under Subpart H, owners of target housing properties receiving more than \$5,000 annually per unit in project-based assistance are required to ensure that target housing receives a lead risk assessment by a certified risk assessor, regardless of whether there is a child under age 6 in residence, and that occupants are notified of the results of the risk assessment.

Initial Rent and Rent Increases

Initial Rent

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP Contract term.

Rent Increases

An owner's request for a rent increase must be submitted to HTC 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

G. SUPPORTIVE SERVICE GUIDELINES AND REQUIREMENTS

Pursuant to HUD regulations, project-based assistance will ordinarily be limited to the greater of 25 units or 25% of the units contained within the proposed project. However, for projects providing supportive services, each unit that is occupied by families qualified for supportive services shall be an "excepted unit" and shall not apply towards the 25% cap.

Qualifying Supportive Services

- Educational Services or Counseling
- Employment or vocational training, counseling or referrals
- Life skills training or counseling
- Credit counseling
- Personal finance training and counseling
- Healthcare prevention and/or Community Outreach
- Supportive housing for persons with developmental disabilities or mental illness
- Supportive housing for persons with legal custody of grandchildren
- Referrals to or provision of day care, after school programs or other youth services.

It is not necessary that the above services be provided by or at the project. However, to qualify for as an “excepted unit” a family must have at least one member eligible for at least one qualifying supportive service. Proposals that include supportive services should identify the particular services that will be provided and the service provider(s). HCT will evaluate proposals including supportive housing units on the basis of the specific services provided, the intensity of the services and the target population to be served. HCT will also evaluate supportive housing proposals based on the history and track record of the proposed service providers and the need for the supportive housing at the proposed site.

Excepted Status

The unit is eligible for status as an “excepted unit” so long as at the time of the occupying family’s initial tenancy at least one member of the family is eligible for a qualifying supportive service.

In the event that a unit no longer qualifies as an excepted unit, HCT will substitute the unit for another unit in the project if possible. If substitution is not possible, HCT will remove the unit from the HAP Contract.

H. WAITING LISTS

HCT will establish individual site-based waiting lists for each PBV project selected.

HCT will offer to place applicants who are listed on the waiting list for tenant-based assistance on the waiting list(s) for PBV assistance. HCT will also offer to place applicants on the waiting list for public housing on the waiting list for PBV. Families on an existing waiting list will maintain the date and time of their original application.

HCT will open and close the site-based waiting lists pursuant to the procedures outlined in Administrative Plan.

I. PREFERENCES

HCT may establish separate preferences for each PBV project. These preferences may include those for elderly or disabled families, or preferences related to supportive housing programs. Preferences may include those outlined in the Administrative Plan.

Any preferences that would be necessary to the operation of the project, or required by a funding source must be disclosed in the proposal.

Supportive Housing Related Preferences

If PBV units include special accessibility features for persons with disabilities, HCT will first refer families who require such accessibility features to the owner. For other units that are designated to receive supportive services, HCT may give preference to disabled families who need services offered at a particular project. Project owners may advertise the project as offering services for a particular type of disability, however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project.

Only families that meet the following limits will be eligible for any supportive housing preference:

- Families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain themselves in housing
- Families that without appropriate supportive services will not be able to obtain or maintain themselves in housing

- Families for whom such services cannot be provided in a non-segregated setting.

Disabled residents will not be required to accept the particular services offered at the project.

HCT is prohibited from granting preferences to persons with specific disabilities (see 24 CFR 982.207(b)(3)),

Returning Resident Preference

If a family was displaced by PHA action in conjunction with a repositioning effort, they will have preference on the waiting list for any replacement property when it is complete.

*Families who were in place at Doverbrook Apartments when the property was approved for Section 22 SVC, will received preference over all other applicants to return to the newly built property.

J. APPLYING FOR ADMISSION

The process for applying for admission to the PBV program is not different than the process for applying for admission to the tenant-based program, which are provided in HCT's Administrative Plan.

At the time of the application, HCT will provide applicants with the opportunity to be placed on the tenant-based waiting list if open, or any open site-based waiting lists.

K. TENANT SELECTION

When notified of a vacancy in a PBV unit, HCT or the appropriate PBV vendor/partner will refer tenants according to the following procedures:

- First-come, first-served among applicants on the specific PBV waiting list.
- For PBV waiting lists, HCT will select applicants from the waiting list on a first-come, first-based basis unless an above preference is assigned to an applicant.
- HCT will screen for program eligibility, as with tenant based vouchers, the owner/agent of the rental unit has authority to screen tenants for admission to their unit in accordance with their respective policies. Where HCT has an ownership interested, they will review owner waiting list policies to ensure compliance with applicable HUD requirements.
- Doverbrook Apartments – Tenant Selection policies for this project are outlined in Exhibit B.

L. Eligibility Determination

HCT's procedures for tenant screening for eligibility for the PBV program are not different than procedures for screening tenant-based applicants, which are provided in HCT's Administrative Plan.

HCT's policy for providing information to owners about families referred to PBV units is not different from HCT's policies for tenant-based applicants, which are provided in HCT's Administrative Plan.

M. PROCEDURES FOR FAMILIES OCCUPYING A UNIT OF THE WRONG SIZE OR AN ACCESSIBLE UNIT WHOSE ACCESSIBILITY FEATURES ARE NOT REQUIRED BY THE FAMILY

If a family is determined by HCT to occupy a wrong-sized unit, or a unit with accessibility features that the family does not require (and such unit is needed by a family that requires the accessibility features) then HCT must promptly notify the family and the project owner of this determination and must offer continued assistance in another appropriately sized or accessible unit.

Continued assistance after unit, which may include, but is not limited to the following options:

- PBV assistance in an appropriate-sized unit (in the same building or in another building);
- Other project-based housing assistance (including occupancy of a public housing unit)
- Tenant-based rental assistance under the voucher program; or
- Other comparable public or private tenant-based assistance (e.g., under the HOME program). For

families who have been notified that they occupy a wrong-size unit, and offered continued assistance:

- If the PHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the PHA must terminate the HAP payments for a wrong-sized unit at expiration of the term of the family's voucher (including any extensions granted by the PHA).
- If the PHA offers the family the opportunity for another form of continued housing assistance (as provided above), and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the HAP payments for the wrong-sized unit at the expiration of a reasonable period as determined by the PHA.

N. RIGHT TO MOVE

A family residing in a PBV unit may terminate the assisted lease any time after the first year of occupancy and request comparable tenant-based assistance from the HCT.

Should a family terminate its PBV lease and request alternate assistance, the HCT shall offer the family the opportunity for continued tenant-based rental assistance, or if such assistance is not immediately available upon termination of the lease, the HCT will give the family priority to receive tenant-based rental assistance at the next available opportunity for such tenant-based rental assistance. HCAAC maintains a waitlist by date and time for PBV families in Commission owned properties to transfer from PBV assistance to tenant based assistance.

A family may choose to transfer to another project-based unit, if one is available and such a move is required as a reasonable accommodation to the individual's disability. In such a situation, the individual would go to the top of the new provider's project based waiting list. A reasonable accommodation transfer under this part is subject to the new provider's determination that they are able to serve the individual, based on an individual determination of the facts and circumstances in each case.

If the family terminates the assisted lease before the end of the first year of occupancy, the family will not be entitled to tenant-based assistance or priority for such assistance under this section. However, the family may reapply for tenant-based assistance or other project based assistance as otherwise provided in this Administrative Plan.

ADDENDUM
HOUSING CHOICE VOUCHER
INFORMAL REVIEW AND HEARING POLICY
(Housing Commission of Talbot)

Informal Review Federal Requirements

Pursuant to 24 CFR 982.554:

§982.554 Informal review for applicant.

(a) *Notice to applicant.* The PHA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the PHA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review.

(b) *Informal review process.* The PHA must give an applicant an opportunity for an informal review of the PHA decision denying assistance to the applicant. The administrative plan must state the PHA procedures for conducting an informal review. The PHA review procedures must comply with the following:

(1) The review may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.

(2) The applicant must be given an opportunity to present written or oral objections to the PHA decision.

(3) The PHA must notify the applicant of the PHA final decision after the informal review, including a brief statement of the reasons for the final decision.

(c) *When informal review is not required.* The PHA is not required to provide the applicant an opportunity for an informal review for any of the following:

(1) Discretionary administrative determinations by the PHA.

(2) General policy issues or class grievances.

(3) A determination of the family unit size under the PHA subsidy standards.

(4) A PHA determination not to approve an extension or suspension of a voucher term.

(5) A PHA determination not to grant approval of the tenancy.

(6) A PHA determination that a unit selected by the applicant is not in compliance with HQS.

(7) A PHA determination that the unit is not in accordance with HQS because of the family size or composition.

(d) *Restrictions on assistance for noncitizens.* The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR part 5.

HCT Policy on Informal Reviews

If the program applicant is denied assistance by the standards set forth in the HCT Administrative Plan and believes that the agency made an inaccurate determination or did not follow its policies or HUD rules in making its decision, they may request an informal review. Requests for an Informal Review must be made within 10 business days of HCT giving notice of a written denial of assistance/eligibility letter. Requests can be made either orally or in writing, and the agency will schedule the review on the next date available of the hearing officer. Applicants may request a later date for their review if they require more time to prepare, require the assistance of legal counsel or require special assistance or a reasonable accommodation. HCT has discretion to deny a postponement.

The Process

A hearing officer presides over the informal review. This person assigned as the Hearing Officer is impartial and has no prior knowledge of the applicant record being presented. The Hearing is informal, and follows a prescribed format that first allows the Housing Commission to present the reason, evidence and/or testimony for denial of assistance. Thereafter, the program applicant (or designee/counsel) is allowed to present their counter argument, reason, evidence and testimony (which may also include witnesses) to allow the Hearing Officer to make a qualified determination on the provision of assistance.

Before the informal review, applicants must be given the opportunity to review any relevant file/determination documents. Applicants may request a copy of any of these documents and the agency will strive to provide them complimentary, within reason. Any person, including a lawyer, may represent the applicant at applicant's expense. Any request to review the documents must be made in a timely manner in advance of the hearing. Documents will also be available for review at the hearing, but the hearing will not be continued or unreasonably delayed to allow review if the request is not made in advance of the hearing.

Both parties must appear at the scheduled review. If either does not, the hearing officer has two choices: decide that the absent party has given up the right to a review, or postpone the review if reasonable, extenuating circumstance preventing one of the parties from attending.

The hearing officer regulates the process. If any participant, including any witness, is abusive, threatening, or excessively disrespectful, the hearing officer has discretion to continue the review for another time, exclude the offending person from the review, or take such other reasonable action as to allow the review to continue forward without interruption. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing officer has discretion to allow the parties to speak out of turn and allow rebuttal and sur-rebuttal as the situation requires

After the Review

The officer will consider all evidence introduced at the review. He or she will render a decision in writing to the applicant within 10 business days of the date of the review meeting. The notice will include a determination of the officer's reasons, the facts relied upon and a resolution of all material disputes of fact.

The Agency/Hearing Officer will exercise consideration of circumstances in accordance with 24 CFR 982.552 (c) (2):

Consideration of circumstances. In determining whether to deny assistance because of action or failure to act by members of the family:

(i) The agency may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial of assistance on other family members who were not involved in the action or failure.

(ii) *(Not applicable to admissions).*

(iii) In determining whether to deny admission for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the PHA consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the PHA may require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(iv) If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation in accordance with part 8 of this title.

(v) *Nondiscrimination limitation and protection for victims of domestic violence, dating violence, or stalking.* The agency's admission actions must be consistent with fair housing and equal opportunity provisions of §5.105 of this title, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, or stalking.

HCAAC is not bound by a hearing officer's decision:

(1) Concerning a matter for which HCT is not required to provide an opportunity for an informal review under this section, or that otherwise exceeds the authority of the hearing officer under the review procedures.

(2) Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

(3) If HCT determines that it is not bound by the decision reached after the review, HCT must promptly notify the family of the determination, and of the reasons for the determination.

HCT is not bound by a hearing officer's decision:

(1) Concerning a matter for which HCT is not required to provide an opportunity for an informal review under this section, or that otherwise exceeds the authority of the hearing officer under the review procedures.

(2) That is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

(3) If HCT determines that it is not bound by the decision reached after the review, HCT must promptly notify the family of the determination, and of the reasons for the determination.

Review Exceptions (When an Informal Review is Not Required)

The agency does not have to provide an informal hearing to review any of the following:

(1) Discretionary administrative determinations by HCT.

(2) General policy issues or class grievances.

(3) A determination of the family unit size under HCT subsidy standards

(4) an HCT determination not to approve an extension or suspension of a voucher term.

(5) an HCT determination not to grant approval of the tenancy.

(6) an HCT determination that a unit selected is not in compliance with HQS.

(7) An HCT determination that the unit is not in accordance with HQS because of the family size or composition

Informal Hearing Federal Requirements

Pursuant to 24 CFR 982.555:

§982.555 Informal hearing for participant.

(a) *When hearing is required* (1) a PHA must give a participant family an opportunity for an informal hearing to consider whether the following PHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and PHA policies:

(i) A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

(ii) A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule.

(iii) A determination of the family unit size under the PHA subsidy standards.

(iv) A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards, or the PHA determination to deny the family's request for an exception from the standards.

(v) A determination to terminate assistance for a participant's family because of the family's action or failure to act (see §982.552).

(vi) A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules.

(2) In the cases described in paragraphs (a)(1) (iv), (v) and (vi) of this section, the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract.

(b) *When hearing is not required.* The PHA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

(1) Discretionary administrative determinations by the PHA.

(2) General policy issues or class grievances.

(3) Establishment of the PHA schedule of utility allowances for families in the program.

(4) a PHA determination not to approve an extension or suspension of a voucher term.

(5) a PHA determination not to approve a unit or tenancy.

(6) a PHA determination that an assisted unit is not in compliance with HQS. (However, the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in §982.551(c).)

(7) a PHA determination that the unit is not in accordance with HQS because of the family size.

(8) A determination by the PHA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

(c) *Notice to family.* (1) In the cases described in paragraphs (a)(1) (i), (ii) and (iii) of this section, the PHA must notify the family that the family may ask for an explanation of the basis of the PHA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

(2) In the cases described in paragraphs (a)(1) (iv), (v) and (vi) of this section, the PHA must give the family prompt written notice that the family may request a hearing. The notice must:

(i) Contain a brief statement of reasons for the decision,

(ii) State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and

(iii) State the deadline for the family to request an informal hearing.

(d) *Expeditious hearing process.* Where a hearing for a participant's family is required under this section, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

(e) *Hearing procedures—* (1) *Administrative plan.* The administrative plan must state the PHA procedures for conducting informal hearings for participants.

(2) *Discovery—*(i) *By family.* The family must be given the opportunity to examine before the PHA hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

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

(iii) *Documents.* The term "documents" includes records and regulations.

(3) *Representation of family.* At its own expense, the family may be represented by a lawyer or other representative.

(4) *Hearing officer: Appointment and authority.* (i) The hearing may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.

(ii) The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA hearing procedures.

(5) *Evidence.* The PHA and the family must be given the opportunity to present evidence, including but not limited to bringing witnesses, and may question any witness. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(6) *Issuance of decision.* The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

(f) *Effect of decision.* The PHA is not bound by a hearing decision:

(1) Concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the PHA hearing procedures.

(2) That is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

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

(g) *Restrictions on assistance to noncitizens.* The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR part 5.

HCT Policy on Informal Hearings

Program recipients must follow the terms and conditions of the Housing Choice Voucher issued by the Housing Commission. Should the agency make the determination that a recipient has failed to meet the conditions of the voucher requirements or violated the federal program rules, program assistance may be terminated in accordance with 24 CFR 982.555 aforementioned.

If the program recipient believes that the agency made an inaccurate determination or did not follow its policies or HUD rules in making its decision, they may request an informal hearing. Requests for Informal Hearings must be made within 10 business days of HCT giving notice of a written termination (or benefit modification/determination) letter. Requests can be made either orally or in writing. For convenience the agency will include a Request for Hearing Form in the letter.

The Process

A hearing officer presides over the informal hearing. This person assigned as the Hearing Officer is impartial and has no prior knowledge of the case being presented. The Hearing is informal, and follows a prescribed format that first allows the Housing Commission to present the reason, evidence and/or testimony for termination/modification of assistance (which may include witnesses). Thereafter, the program recipient (or designee/counsel) is allowed to present their counter argument, reason, evidence and testimony (which may also include witnesses) to allow the Hearing Officer to make a qualified determination as to continuation, modification or termination of future assistance. The Hearing officer has discretion to allow the parties to speak out of turn and allow rebuttal and sur-rebuttal as the situation requires.

Before the hearing, recipients must be given the opportunity to review any relevant file/determination documents. Recipients may request a copy of any of these documents and the agency will strive to provide them complimentary, within reason. Any person, including a lawyer, may represent the recipient at the recipient's expense. Any request to review the documents must be made in a timely manner in advance of the hearing. Documents will also be available for review at the hearing, but the hearing will not be continued or unreasonably delayed to allow review if the request is not made in advance of the hearing.

Both parties must appear at the scheduled hearing. If either does not, the hearing officer has two choices: decide that the absent party has given up the right to a hearing, or postpone the hearing if reasonable, extenuating circumstances prevented one of the parties from attending. HCT has discretion to deny a postponement.

The hearing officer regulates the process. If any participant, including any witness, is abusive, threatening, or excessively disrespectful, the hearing officer has discretion to continue the hearing for another time, exclude the offending person from the review, or take such other reasonable action as to allow the review to continue forward without interruption. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing officer has

discretion to allow the parties to speak out of turn and allow rebuttal and sur-rebuttal as the situation requires

After the Hearing

The officer will consider all evidence shown at the hearing. He or she will render a decision in writing within 10 business days of the hearing. The notice will include a determination of the officer's reasons. The Agency/Hearing Officer will exercise consideration of circumstances in accordance with 24 CFR 982.552 (c) (2):

Consideration of circumstances. In determining whether to deny or terminate assistance because of action or failure to act by members of the family:

(i) The agency may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of termination of assistance on other family members who were not involved in the action or failure.

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

(iii) In determining whether to terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the agency consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the agency may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(iv) If the family includes a person with disabilities, the agency decision concerning such action is subject to consideration of reasonable accommodation in accordance with part 8 of this title.

(v) *Nondiscrimination limitation and protection for victims of domestic violence, dating violence, or stalking.* The agency's termination actions must be consistent with fair housing and equal opportunity provisions of §5.105 of this title, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, or stalking

HCT is not bound by a hearing officer's decision:

(1) Concerning a matter for which HCT is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the hearing officer under the hearing procedures.

(2) That is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

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

Hearing Exceptions

The agency does not have to provide an informal hearing to review any of the following:

- (1) Discretionary administrative determinations by HCT.
- (2) General policy issues or class grievances.
- (3) Establishment of HCT's schedule of utility allowances for families in the program.
- (4) an HCT determination not to approve an extension or suspension of a voucher term.
- (5) an HCT determination not to approve a unit or tenancy.
- (6) an HCT determination that an assisted unit is not in compliance with HQS. (However, the agency must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in §982.551(c).)
- (7) an HCT determination that the unit is not in accordance with HQS because of the family size.
- (8) A determination by HCT to exercise or not to exercise any right or remedy against the owner under a HAP contract.

INFORMAL HEARING POLICY

(Housing Commission of Talbot)

A. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under SVC. In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction, as modified by the waiver in Section 1.6(C)(3) above, the termination procedure for SVC conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- i. A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction;
- ii. 14 days in the case of nonpayment of rent; and
- iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

B. Grievance Process. HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program.
 - For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.
- ii. An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or

negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.

iii. The PHA (as owner) give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

iv. The PHA (as owner) provide opportunity for an informal hearing before an eviction.

ADDENDA TO THE HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

EFFECTIVE JULY 1, 2017

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

It is the policy of the Housing Commission of Talbot (PHA) to provide decent, safe, and secure dwelling units for the tenants and their families in all PHA communities.

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in HCT's Violence Against Women Act (VAWA) Policy, and which must be applied consistent with all nondiscrimination and fair housing requirements. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, HCT may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.

Further, nothing in this section shall prohibit HCT from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, sexual assault or stalking against the tenant, a member of the tenant's household, survivors of sexual assault, and intimate partner, affiliated individual, which includes any person living with the survivor and related to him or her by blood or marriage including the survivor's spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco parentis for which protection against termination of tenancy

is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, HCT shall not apply a more demanding standard to you than to other tenants.

- B. Bifurcation of Lease.** Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), HCAAC may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. HCT may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.
- C. Certification.** If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HCT may (but is not required to) request the individual to deliver to HCT a certification. The certification may be delivered in one of the following forms:
1. A HUD-approved form attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or
 2. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or
 3. A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to HCT within 10 days after the request for certification is received from HCT. If the certification is not delivered within the 10-day period allowed, the provisions of this section will not apply and HCT may elect to terminate tenancy and evict without regard to the protections provided in this section.

- D. Confidentiality.** The law requires that information provided to HCT concerning an incident or incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

E. **Notification.** The law requires that all existing tenants, as well as new tenants, of all HUD-covered programs receive notification of their rights under VAWA and HUD's VAWA regulations.

1. Notice of Occupancy Rights Under the Violence Against Women Act Form HUD-5380
2. Certification of Domestic Violence, Dating Violence Sexual Assault, or Stalking and Alternate Documentation Form HUD-5382
3. Lease Addendum Violence Against Women and Justice Department Reauthorization Act of 2005 Form HUD-91067

F. **Conflicting Evidence.** In cases of conflicting evidence, tenants and applicants who may need to submit third-party documentation to document occurrence of a VAWA crime have 30 calendar days to submit the third-party documentation. (See § 5.2007(b)(2).)

G. **Emergency Transfer Plan.** This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Housing Commission of Talbot is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the on-site management office and submit a written request for a transfer to the on-site management office. The PHA may request certain documentation from the tenant(s) seeking emergency transfers under VAWA. The PHA

will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The PHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Emergency Transfer Timing and Availability

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, THE PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

GRIEVANCE PROCEDURES RENTAL ASSISTANCE DEMONSTRATION (RAD) SITES

I. DEFINITION APPLICABLE TO THE GRIEVANCEPROCEDURE

- A. GRIEVANCE:** Any dispute which a Tenant may have with respect to a Commission action or failure to act in accordance with the individual Tenant's lease or Commission regulations which adversely affects the individual Tenant's rights, duties, welfare, or status.
- B. COMPLAINANT:** Any Tenant (as defined below) whose grievance is presented to the Commission (at the central office or the development office) in accordance with the requirements presented in this procedure.
- C. ELEMENTS OF DUE PROCESS:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the Tenant to be represented by counsel;
 - 3. Opportunity for the tenant to refute the evidence presented by the Commission, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - 4. A decision of the merits.
- D. HEARING OFFICER:** A person selected in accordance with 24 CFR § 983.257 and this procedure to hear grievances and render a decision with respect thereto.
- E. TENANT:** The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the Commission as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

II. APPLICABILITY OF THIS GRIEVANCEPROCEDURE

- A. Termination Notification -** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction, as modified by the waiver in Section 1.6(C)(3) above, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:
 - i. A reasonable period of time, but not to exceed 30 days:**
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

- In the event of any drug-related or violent criminal activity or any felony conviction;
 - ii. 14 days in the case of nonpayment of rent; and
 - iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- B. Grievance Process.** - HUD is incorporating additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),¹ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status. § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.
 - For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program.
 - For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.
- ii. An informal hearing will not be required for class grievances or to disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.
- iii. The PHA (as owner) give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

- iv. The PHA (as owner) provide opportunity for an informal hearing before an eviction.

III. SCHEDULING HEARINGS

When a complainant submits a timely request for a hearing, the PHA will schedule the hearing within the following ten (10) business days on one of the dates and times indicated by the complainant.

Once the hearing officer has agreed upon the hearing date and time, the complainant, and the manager of the development in which the complainant resides, shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested. One postponement may be granted for good cause and if proper notice was followed.

The written notice will specify the time, place, and procedures governing the hearing.

IV. THE PROCESS

A hearing officer presides over the informal hearing. This person assigned as the Hearing Officer is impartial and has no prior knowledge of the case being presented. The Hearing is informal, and follows a prescribed format that first allows the Housing Commission to present the reason, evidence and/or testimony for termination/modification of assistance (which may include witnesses). Thereafter, the program recipient (or designee/counsel) is allowed to present their counter argument, reason, evidence and testimony (which may also include witnesses) to allow the Hearing Officer to make a qualified determination as to continuation, modification or termination of future assistance. The Hearing officer has discretion to allow the parties to speak out of turn and allow rebuttal and sur-rebuttal as the situation requires.

Before the hearing, recipients must be given the opportunity to review any relevant file/determination documents. Recipients may request a copy of any of these documents and the agency will strive to provide them complimentary, within reason. Any person, including a lawyer, may represent the recipient at the recipient's expense. Any request to review the documents must be made in a timely manner in advance of the hearing. Documents will also be available for review at the hearing, but the hearing will not be continued or unreasonably delayed to allow review if the request is not made in advance of the hearing.

Both parties must appear at the scheduled hearing. If either does not, the hearing officer has two choices: decide that the absent party has given up the right to a hearing, or postpone the hearing if reasonable, extenuating circumstances preventing one of the parties from attending. HCT has discretion to deny a postponement.

The hearing officer regulates the process. If any participant, including any witness, is abusive, threatening, or excessively disrespectful, the hearing officer has discretion to continue the hearing for another time, exclude the offending person from the review, or take such other reasonable action as to allow the review to continue forward without interruption. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing officer has discretion to allow the parties to speak out of turn and allow rebuttal and sur-rebuttal as the situation requires.

V. AFTER THE HEARING

The officer will consider all evidence shown at the hearing. He or she will render a decision in writing within 10 business days of the hearing. The notice will include a determination of the officer's reasons.

The Agency/Hearing Officer will exercise consideration of circumstances in accordance with 24 CFR 982.552 (c) (2):

Consideration of circumstances. In determining whether to deny or terminate assistance because of action or failure to act by members of the family:

- (i) The agency may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of termination of assistance on other family members who were not involved in the action or failure.
- (ii) The agency may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. The PHA may permit the other members of a participant family to continue receiving assistance.
- (iii) In determining whether to terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the agency consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the agency may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
- (iv) If the family includes a person with disabilities, the agency decision concerning such action is subject to consideration of reasonable accommodation in accordance with part 8 of this title.
- (v) *Nondiscrimination limitation and protection for victims of domestic violence, dating violence, or stalking.* The agency's termination actions must be consistent with fair housing and equal opportunity provisions of §5.105 of this title, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, or stalking.

HCT is not bound by a hearing officer's decision:

- (1) Concerning a matter for which HCT is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the hearing officer under the hearing procedures.
- (2) That is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
- (3) If HCT determines that it is not bound by a hearing decision, HCT must promptly notify the family of the determination, and of the reasons for the determination.

VI. HEARING EXCEPTIONS

The agency does not have to provide an informal hearing to review any of the following:

- (1) Discretionary administrative determinations by HCT.
- (2) General policy issues or class grievances.
- (3) Establishment of HCT's schedule of utility allowances for families in the program.
- (4) an HCT determination not to approve an extension or suspension of a voucher term.
- (5) an HCT determination not to approve a unit or tenancy.
- (6) an HCT determination that an assisted unit is not in compliance with HQS. (However, the agency must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in §982.551(c).)
- (7) an HCT determination that the unit is not in accordance with HQS because of the family size.
- (8) A determination by HCT to exercise or not to exercise any right or remedy against the owner under a HAP contract.

GRIEVANCE PROCEDURES

PROJECT-BASED VOUCHER (PBV) AND TENANT-BASED VOUCHER (TBV) SITES

I. DEFINITION APPLICABLE TO THE GRIEVANCE PROCEDURE

- A. **GRIEVANCE:** Any dispute which a Tenant may have with respect to a Commission action or failure to act in accordance with the individual Tenant's lease or Commission regulations which adversely affects the individual Tenant's rights, duties, welfare, or status.
- B. **COMPLAINANT:** Any Tenant (as defined below) whose grievance is presented to the Commission (at the central office or the development office) in accordance with the requirements presented in this procedure.
- C. **ELEMENTS OF DUE PROCESS:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the Tenant to be represented by counsel;
 - 3. Opportunity for the tenant to refute the evidence presented by the Commission, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - 4. A decision of the merits.
- D. **HEARING OFFICER:** A person selected in accordance with 24 CFR § 983.257 and this procedure to hear grievances and render a decision with respect thereto.
- E. **TENANT:** The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the Commission as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

II. APPLICABILITY OF THIS GRIEVANCEPROCEDURE

- (a) *When hearing is required* (1) a PHA must give a participant family an opportunity for an informal hearing to consider whether the following PHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and PHA policies:
 - (i) A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - (ii) A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule.

(iii) A determination of the family unit size under the PHA subsidy standards.

(iv) A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards, or the PHA determination to deny the family's request for an exception from the standards.

(v) A determination to terminate assistance for a participant's family because of the family's action or failure to act (see §982.552).

(vi) A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules.

(2) In the cases described in paragraphs (a)(1) (iv), (v) and (vi) of this section, the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract.

(b) *When hearing is not required.* The PHA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

(1) Discretionary administrative determinations by the PHA.

(2) General policy issues or class grievances.

(3) Establishment of the PHA schedule of utility allowances for families in the program.

(4) a PHA determination not to approve an extension or suspension of a voucher term.

(5) a PHA determination not to approve a unit or tenancy.

(6) a PHA determination that an assisted unit is not in compliance with HQS. (However, the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in §982.551(c).)

(7) a PHA determination that the unit is not in accordance with HQS because of the family size.

(8) A determination by the PHA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

(c) *Notice to family.* (1) In the cases described in paragraphs (a)(1) (i), (ii) and (iii) of this section, the PHA must notify the family that the family may ask for an explanation of the basis of the PHA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

(2) In the cases described in paragraphs (a)(1) (iv), (v) and (vi) of this section, the PHA must give the family prompt written notice that the family may request a hearing. The notice must:

- (i) Contain a brief statement of reasons for the decision,
 - (ii) State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
 - (iii) State the deadline for the family to request an informal hearing.
- (d) *Expeditious hearing process.* Where a hearing for a participant's family is required under this section, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.
- (e) *Hearing procedures—* (1) *Administrative plan.* The administrative plan must state the PHA procedures for conducting informal hearings for participants.
- (2) *Discovery—*(i) *By family.* The family must be given the opportunity to examine before the PHA hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.
- (ii) *By PHA.* The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at PHA offices before the PHA hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.
- (iii) *Documents.* The term “documents” includes records and regulations.
- (3) *Representation of family.* At its own expense, the family may be represented by a lawyer or other representative.
- (4) *Hearing officer: Appointment and authority.* (i) The hearing may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.
- (ii) The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA hearing procedures.
- (5) *Evidence.* The PHA and the family must be given the opportunity to present evidence, including but not limited to bringing witnesses, and may question any witness. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- (6) *Issuance of decision.* The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

(f) *Effect of decision.* The PHA is not bound by a hearing decision:

(1) Concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the PHA hearing procedures.

(2) That is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

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

(g) *Restrictions on assistance to noncitizens.* The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR part 5.

III. HCT POLICY ON INFORMAL HEARINGS

Program recipients must follow the terms and conditions of the Housing Choice Voucher issued by the Housing Commission. Should the agency make the determination that a recipient has failed to meet the conditions of the voucher requirements or violated the federal program rules, program assistance may be terminated in accordance with 24 CFR 982.555 aforementioned.

If the program recipient believes that the agency made an inaccurate determination or did not follow its policies or HUD rules in making its decision, they may request an informal hearing. Requests for Informal Hearings must be made within 10 business days of HCT giving notice of a written termination (or benefit modification/determination) letter. Requests can be made either orally or in writing. For convenience the agency will include a Request for Hearing Form in the letter.

IV. THE PROCESS

A hearing officer presides over the informal hearing. This person assigned as the Hearing Officer is impartial and has no prior knowledge of the case being presented. The Hearing is informal, and follows a prescribed format that first allows the Housing Commission to present the reason, evidence and/or testimony for termination/modification of assistance (which may include witnesses). Thereafter, the program recipient (or designee/counsel) is allowed to present their counter argument, reason, evidence and testimony (which may also include witnesses) to allow the Hearing Officer to make a qualified determination as to continuation, modification or termination of future assistance. The Hearing officer has discretion to allow the parties to speak out of turn and allow rebuttal and sur-rebuttal as the situation requires.

Before the hearing, recipients must be given the opportunity to review any relevant file/determination documents. Recipients may request a copy of any of these documents and the agency will strive to provide them complimentary, within reason. Any person, including a lawyer, may represent the recipient at the recipient's expense. Any request to review the documents must be made in a timely manner in advance of the hearing. Documents will also be available for review at the hearing, but the hearing will not be continued or unreasonably delayed to allow review if the request is not made in advance of the hearing.

Both parties must appear at the scheduled hearing. If either does not, the hearing officer has two choices: decide that the absent party has given up the right to a hearing, or postpone the hearing if reasonable, extenuating circumstances preventing one of the parties from attending. HCT has discretion to deny a postponement.

The hearing officer regulates the process. If any participant, including any witness, is abusive, threatening, or excessively disrespectful, the hearing officer has discretion to continue the hearing for another time, exclude the offending person from the review, or take such other reasonable action as to allow the review to continue forward without interruption. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing officer has discretion to allow the parties to speak out of turn and allow rebuttal and sur-rebuttal as the situation requires.

V. AFTER THE HEARING

The officer will consider all evidence shown at the hearing. He or she will render a decision in writing within 10 business days of the hearing. The notice will include a determination of the officer's reasons.

The Agency/Hearing Officer will exercise consideration of circumstances in accordance with 24 CFR 982.552 (c) (2):

Consideration of circumstances. In determining whether to deny or terminate assistance because of action or failure to act by members of the family:

(i) The agency may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of termination of assistance on other family members who were not involved in the action or failure.

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

(iii) In determining whether to terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the agency consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the agency may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(iv) If the family includes a person with disabilities, the agency decision concerning such action is subject to consideration of reasonable accommodation in accordance with part 8 of this title.

(v) *Nondiscrimination limitation and protection for victims of domestic violence, dating violence, or stalking.* The agency's termination actions must be consistent with fair housing and equal

opportunity provisions of §5.105 of this title, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, or stalking.
HCT is not bound by a hearing officer's decision:

- (1) Concerning a matter for which HCT is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the hearing officer under the hearing procedures.
- (2) That is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
- (3) If HCT determines that it is not bound by a hearing decision, HCT must promptly notify the family of the determination, and of the reasons for the determination.

VI. HEARING EXCEPTIONS

The agency does not have to provide an informal hearing to review any of the following:

- (1) Discretionary administrative determinations by HCT.
- (2) General policy issues or class grievances.
- (3) Establishment of HCT's schedule of utility allowances for families in the program.
- (4) an HCT determination not to approve an extension or suspension of a voucher term.
- (5) an HCT determination not to approve a unit or tenancy.
- (6) an HCT determination that an assisted unit is not in compliance with HQS. (However, the agency must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in §982.551(c).)
- (7) an HCT determination that the unit is not in accordance with HQS because of the family size.
- (8) A determination by HCT to exercise or not to exercise any right or remedy against the owner under a HAP contract.

LEASE AGREEMENT

THIS AGREEMENT is executed between the Housing Commission of Talbot, a Maryland corporation ((herein called "Agent"), _____, a Maryland limited partnership (herein called "Owner"), and _____ (herein called the "Tenant"), and becomes effective _____.

1. UNIT. The AGENT, relying upon the representations of Tenant as to Tenant's income, household composition, and housing need, leased to Tenant (upon Terms and Conditions set forth in this Lease Agreement) the dwelling unit LOCATED at

(STREET ADDRESS) (UNIT. #) (CITY) (ZIP CODE)

(hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household.

2. HOUSEHOLD COMPOSITION. The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse, each household member should be listed by age, oldest to youngest.)

NAME	RELATIONSHIP	SOCIAL SECURITY #	AGE & BIRTHDATE
	HEAD OF HOUSEHOLD		
	OTHER YOUTH UNDER 18		
	OTHER YOUTH UNDER 18		

I. DESCRIPTION OF THE PARTIES AND PREMISES

A. The AGENT, using data provided by Tenant about income, household composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") subject to the terms and conditions contained in this Lease.

B. Premises must be used only as a private residence, solely for Tenant and the household members named in the Lease. The AGENT may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the AGENT's policy on such activities.

C. Any additions to the household members named on the lease, including Live-in Aides and foster children, except for natural births, require the advance written approval of the AGENT. Such approval will be granted only if the new household members pass the AGENT's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for the AGENT's approval before allowing an additional person to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the AGENT may terminate the lease in accordance with Section XIII.

D. Deletions (for any reason) from the household members named on the lease shall be reported by Tenant to the AGENT in writing, within ten (10) business days of the occurrence.

II. LEASE TERM AND AMOUNT OF RENT

A. Unless otherwise modified or terminated in accordance with Section XII, this lease shall automatically be renewed for successive terms of one (1) calendar year. Notwithstanding that this is a one-year lease, a Tenant who violates the terms and conditions of this Lease agrees to surrender possession upon thirty (30) days prior written notice, subject to all requirements and rights under the Eligibility Plan and/or the Code of Federal Regulation, except where a shorter notice is permitted by law, as in the case of non-payment of rent.

B. Rent stated in this Lease in the amount of \$_____ per month shall remain in effect unless adjusted by the AGENT in accordance with Section VI herein.

C. The amount of the Tenant Rent shall be determined by the AGENT in accordance with the AGENT's Eligibility Plan. The rent will be the greater of the established minimum rent (determined annually) or 30% of the tenants adjusted monthly income less any applicable utility allowance (if warranted).

D. Rent is DUE and PAYABLE in advance on the first (1st) day of each month. Rent may include utilities as described in Section V below, and includes all maintenance services due to normal wear and tear.

E. When the AGENT makes any change in the amount of Tenant Rent, the AGENT shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Informal Hearing Procedures. The Informal Hearing Procedures are in accordance with 24 CFR § 982.555 (<https://www.ecfr.gov/current/title-24/subtitle-B/chapter-IX/part-982/subpart-L/section-982.555>). Further information on your informal hearing rights and the process can be found on our website at _____ by requesting a written copy from your onsite management office. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the AGENT. If Tenant asks for an explanation, the AGENT shall respond in a reasonable time.

III. OTHER CHARGES

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amount of other charges are specified in this Lease Agreement. Other charges can include:

A. MAINTENANCE COSTS - The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members, or by guests. When the AGENT determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the AGENT or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work.

B. EXCESS UTILITY CHARGES - At developments where utilities are provided by the AGENT, a charge shall be assessed for excess utility consumption due to the operation of major Tenant-supplied appliances. This charge does not apply to Tenant(s) who pay their utilities directly to a utility supplier.

C. AIR CONDITIONERS - Installation charges for Tenant-supplied air conditioners.

D. LATE CHARGES - A charge equal to five (5) percent of the late Tenant rental payment for rent paid after the fifth (5th) calendar day of the month.

The AGENT shall provide written notice of the amount of any charge, in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the AGENT's written notice of the charge.

IV. SECURITY DEPOSIT

A. TENANT RESPONSIBILITIES: Tenant agrees to pay an amount equal to _____ (\$_____) as security deposit.

B. AGENT's RESPONSIBILITIES: The AGENT will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members, or guests.
3. A receipt for a security deposit shall notify the tenant of the following: a. The right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within 15 days of the tenant's occupancy; b. The right to be present when the landlord inspects the premises at the end of the tenancy in order to determine if any damage was done to the premises if the tenant notifies the landlord by certified mail at least 15 days prior to the date of the tenant's intended move, of the tenant's intention to move, the date of moving, and the tenant's new address; c. The landlord's obligation to conduct the inspection within 5 days before or after

the tenant's stated date of intended moving; d. The landlord's obligation to notify the tenant in writing of the date of the inspection; e. The tenant's right to receive, by first-class mail, delivered to the last known address of the tenant, a written list of the charges against the security deposit claimed by the landlord and the actual costs, within 45 days after the termination of the tenancy; f. The obligation of the landlord to return any unused portion of the security deposit, by first-class mail, addressed to the tenant's last known address within 45 days after the termination of the tenancy; and g. A statement that failure of the landlord to comply with the security deposit law may result in the landlord being liable to the tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees. (1.) The landlord shall retain a copy of the receipt for a period of 2 years after the termination of the tenancy, abandonment of the premises, or eviction of the tenant, as the case may be. (2.) The landlord shall be liable to the tenant in the sum of \$25 if the landlord fails to provide a written receipt for the security deposit.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until after Tenant has vacated, and the dwelling unit has been inspected by the Housing Specialist or designee on behalf of the AGENT.

The return of a security deposit shall occur within thirty (30) days after Tenant moves out. The AGENT agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the AGENT with a forwarding address. If any deductions are made, the AGENT will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. Tenant and the AGENT agree to comply with the requirements of Section 8-203 of the Real Property Articles of the Annotated Code of Maryland.

V. UTILITIES AND APPLIANCES

This Lease provides for utilities to be paid by ☐ AGENT ☐ Tenant.

As part of the rent, the AGENT will supply water and sewer service.

A. AGENT SUPPLIED UTILITIES - The AGENT will supply reasonable quantities of electricity, natural gas, and heating fuel. The AGENT will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The AGENT will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the AGENT. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the schedule posted in the Housing Specialist's office.

B. TENANT PAID UTILITIES - If Tenant resides in a development where the AGENT does not supply electricity, natural gas, heating fuel, cooking range, or refrigerator, a reimbursement for Utilities shall be established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Tenant Rent less the reimbursement for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Tenant Rent, the AGENT will pay a Utility Reimbursement to the utility supplier for Tenant each month.

The AGENT may change the reimbursement at any time during the term of the Lease, and shall give Tenant sixty (60) days written notice of the revised reimbursement along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill EXCEEDS the reimbursement for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the reimbursement for Utilities, Tenant shall receive the benefit of such saving from supplier.

C. TENANT RESPONSIBILITIES - Tenant agrees not to waste the utilities provided by the AGENT and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.

Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VI. TERMS AND CONDITIONS

The following terms and conditions of occupancy are made a part of the Lease:

A. USE AND OCCUPANCY OF DWELLING - Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease. With the prior written consent of the AGENT, members of the household may engage in legal profit-making activities in the dwelling unit.

This provision permits reasonable overnight accommodation of Tenant's long-term guests or visitors for a period not exceeding fourteen (14) days each year. This limitation shall not apply to the visitation of a minor child with the Tenant, who is a non-custodial parent, provided said child is not engaged in drug related or criminal activity, as set forth and defined in other provisions in this lease, and further provided that the non-custodial parent Tenant gives prompt notice to the AGENT by providing, in writing a copy

of a custody agreement, court order, or a statement of visitation terms where there is an informal agreement between the parents. Permission may be granted, upon written request to the Housing Specialist, for an extension of this provision. Consideration will be given to extenuating circumstances with prior approval of the management.

B. ABILITY TO COMPLY WITH LEASE TERMS - If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and the AGENT cannot make any reasonable accommodation that would enable Tenant to comply with the Lease; THEN, The AGENT will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and terminate Tenant's Lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms.

C. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY - The rent amount as fixed in the Lease Agreement is due each month until changed as described below:

1. The status of each household is to be re-examined at least once a year according to the eligibility requirements mandated by MDHCD.

2. WHEREAS, the AGENT has entered into a contract and loan agreement with the MDHCD, or its' Financing Agency.

The Community Development Administration (the "STATE"), and the loan financing provided by the STATE requires

The AGENT to provide rental housing to individuals or families with limited incomes, and

WHEREAS, the Tenant may be required to have an annual income, which does not exceed certain income limits, established by the STATE, in order to be eligible to occupy the rental unit identified in the Lease (the "Rental unit");

NOW THEREFORE, it is hereby agreed and understood by the Tenant that the following conditions apply to this Lease:

a. Tenant is required to provide to the AGENT, at the time of application and once a year thereafter, information necessary for the completion of the required CDA Certification/Re-Certification of Tenant Eligibility, or its equivalent acceptable to the State. This form **REQUIRES TENANT TO CERTIFY EACH YEAR INFORMATION ABOUT TENANT'S CURRENT INCOME AND HOUSEHOLD COMPOSITION, AND TO PROVIDE DOCUMENTATION** acceptable to the State to support the information provided to the AGENT as to income and household composition.

b. If Tenant becomes ineligible because annual income exceeds the maximum income limits established by the State, TENANT MAY BE REQUIRED TO MOVE OUT OF THE RENTAL UNIT. If Tenant receives such a notice to vacate, Tenant must move out of the Rental Unit. Tenant hereby agrees to move out of the Rental Unit upon the date, which is no later than 24 months from the date of the certification of over-income status.

c. The AGENT must deliver notice-advising Tenant of ineligibility and any required move out within two (2) months of annual certification showing the annual income of the Tenant exceeds the income limits established by the State.

Failure to supply such information when requested is a serious violation of the terms of the Lease, and the AGENT may terminate the Lease.

All information must be verified. Tenant agrees to comply with AGENT requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The AGENT shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such actions must be taken for compliance under this section

3. Rent for each unit will be re-determined once annually and at least thirty (30) days' notice will be given, in writing, prior to effective date of new rent.

4. All changes in household composition and income must be reported in writing to the Housing Specialist within ten

(10) business days of the occurrence. Failure to report within the ten (10) business days may result in retroactive rent charge.

The Lease WILL NOT be revised to permit a change of household composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the household for the size unit it is currently occupying.

D. TRANSFERS

1. Tenant agrees that if the AGENT determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the AGENT shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.
2. The AGENT may move a Tenant into another unit if it is determined necessary to rehabilitate Tenant's unit.
3. If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the AGENT shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested.
4. A Tenant without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the AGENT. Tenant shall be given fifteen (15) days in which to move following delivery of a transfer notice. If Tenant refuses to move, the AGENT may terminate the Lease.
6. The AGENT will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Eligibility Policies.

G. VIOLENCE AGAINST WOMEN ACT

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in HCT's Violence Against Women Act (VAWA) Policy, and which must be applied consistent with all nondiscrimination and fair housing requirements. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of tenancy.

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, HCT may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.

Further, nothing in this section shall prohibit HCT from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence, sexual assault or stalking against the tenant, a member of the tenant's household, survivors of sexual assault, and intimate partner, affiliated individual, which includes any person living with the survivor and related to him or her by blood or marriage including the survivor's spouse, parent, brother, sister, child, or any person to whom the survivor stands in loco parentis for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, HCT shall not apply a more demanding standard to you than to other tenants.

B. Bifurcation of Lease. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), HCT may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. HCT may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification. If the Tenant or a lawful occupant, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, HCT may (but is not required to) request the individual to deliver to HCT a certification. The certification may be delivered in one of the following forms:

1. A HUD-approved form attesting that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or

2. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or

3. A federal, State, tribal, or local police report or court record, describing the incident or incidents in question.

The certification must be delivered to HCT within 10 days after the request for certification is received from HCT. If the certification is not delivered within the 10-day period allowed, the provisions of this section will not apply and HCT may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality. The law requires that information provided to HCT concerning an incident or incidents of domestic violence, dating violence, or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

E. Notification. The law requires that all existing tenants, as well as new tenants, of all HUD-covered programs receive notification of their rights under VAWA and HUD's VAWA regulations.

1. Notice of Occupancy Rights Under the Violence Against Women Act Form HUD-5380

2. Certification of Domestic Violence, Dating Violence Sexual Assault, or Stalking and Alternate Documentation Form HUD-5382

3. Lease Addendum Violence Against Women and Justice Department Reauthorization Act of 2005 Form HUD-91067

F. Conflicting Evidence. In cases of conflicting evidence, tenants and applicants who may need to submit third-party documentation to document occurrence of a VAWA crime have 30 calendar days to submit the third-party documentation. (See § 5.2007(b)(2).)

G. Emergency Transfer Plan. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the Housing Commission of Anne Arundel County is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the on-site management office and submit a written request for a transfer to the on-site management office. The PHA may request certain documentation from tenant(s) seeking emergency transfers under VAWA. The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The PHA's program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Emergency Transfer Timing and Availability

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or

stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

H. RIDERS AND ADDENDA – The Tenancy Addendum Section 8 Project-based Voucher Program, PBV House Rules Lease Rider, and LIHTC Lease Addendum are attached hereto and made a part of this Agreement.

VII. AGENT OBLIGATIONS

The AGENT shall be obligated:

- A. To maintain the dwelling unit and the project in decent, safe, and sanitary condition;
- B. To comply with the requirements of applicable building codes, housing codes, and MDHCD regulations materially affecting health and safety;
- C. To make necessary repairs to the dwelling unit;
- D. To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the AGENT;
- F. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Tenant household) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease;
- G. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; and
- H. To notify Tenant of the specific grounds for any proposed adverse action by the AGENT. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When the AGENT is required to afford Tenant opportunity for a hearing under the AGENT's Informal Hearing Procedures for a review concerning a proposed adverse action. The Informal Hearing Procedures are in accordance with 24 CFR § 982.555 (<https://www.ecfr.gov/current/title-24/subtitle-B/chapter-IX/part-982/subpart-L/section-982.555>). Further information on your informal hearing rights and the process can be found on our website at hcaac.com (<https://hcaac.com/wp1/resident-info-4/grievance-procedures/or>) by requesting a written copy from your onsite management office.

VIII. TENANT'S OBLIGATIONS

Tenant shall be obligated:

- A. Not to assign the Lease, nor sublease the dwelling unit.
- B. Not to give accommodations to:
 - 1. Boarders or lodgers;
 - 2. Long-term overnight guests (in excess of a total of fourteen (14) days per year for all guests combined) without the advance written consent of the AGENT; AGENT has no obligation to consent, however will make reasonable accommodation to certain extenuating circumstances. This limitation shall not apply to the visitation of a minor child with the Tenant, who is a non-custodial parent, provided said child is not engaged in drug related or criminal activity, as set forth and defined in other provisions in this lease, and further provided that the non-custodial parent Tenant gives prompt notice to the AGENT by providing, in writing a copy of a custody agreement, court order, or a statement of visitation terms where there is an informal agreement between the parents.

C. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose.

This provision does not exclude the care of foster children or live-in care of a member of Tenant's household, provided the accommodations of such persons conforms to the AGENT's Occupancy standards, and so long as the AGENT has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

D. To abide by necessary and reasonable regulations promulgated by the AGENT for the benefit and well-being of the housing community and Tenants. These regulations are posted in a conspicuous manner in the Housing Specialist's office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

E. To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.

F. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from snow, ice, and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.

G. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the AGENT. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas or galleries.

H. To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

I. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or community.

J. To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, community buildings, facilities, or common areas caused by Tenant, household member, or guests; the permeation of tobacco smoke odors shall not be considered ordinary wear and tear and the removal or envelopment of such odors by a paint sealant on the walls or chemical mechanical means shall be a cost for which the Tenant shall be charged, it being understood and agreed that lingering tobacco smoke odors caused by the Tenant, household members or guests, tend to render the dwelling unit rent able.

K. To assure that Tenant, any member of the household, a guest, or any other person under Tenant's control will not be allowed to smoke on the property except in designated areas. The use of any lighted tobacco product, any other smoked product, and the use of electronic cigarettes are prohibited in all HCAAC owned property, to include unit, balcony, patio, hallway, common areas and grounds. Smoking may not occur in any outdoor area within 25 feet of housing units, administrative office buildings or other parts of the community not specifically designated by HCAAC as a designated smoking area.

This obligation is in accordance with the PHA's Non-Smoking Policy.

L. To act, and cause household members or guests to act in a manner that will:

1. Not disturb other residents' peaceful enjoyment of their accommodations; and
2. Be conducive to maintaining all AGENT communities in a decent, safe, and sanitary condition.

M. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of any other person on the AGENT's housing premises by other residents or employees of the AGENT; or,
2. Any drug-related criminal activity on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. For the purposes of this Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act and/or Article 27 of Section 279 of the Annotated Code of Maryland.
3. Tenant shall not allow visitation or provide accommodation to banned individuals; banned individuals are persons who are not permitted to enter upon Housing AGENT property. A list of banned individuals is available and posted for review at the on-site Management Office and Tenant has an affirmative duty to periodically review said list to insure that Tenant is in compliance.

N. To make no alterations, repairs, or redecorations to the interior of the dwelling unit or to the equipment, or to install additional equipment or major appliances without written consent of the AGENT. To make no changes to locks or install new locks on exterior doors without the AGENT's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the AGENT.

I. To refrain from the use of water filled furniture, wading pools, water slides or any other equivalent without the advance written approval of the AGENT. Permission to provide for reasonable accommodations will not be unreasonably refused.

O. To give prompt prior notice to the AGENT, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one (1) calendar week.

P. To act in a cooperative manner with neighbors and AGENT staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and AGENT staff. To refrain from and to cause members of Tenant's household or guests to refrain from harassing AGENT staff with false reports, which lead to unnecessary maintenance calls.

Q. Not to display, use, or possess or allow members of Tenant's household or guests to display, use, or possess any firearms, operable or inoperable, or other offensive weapons as defined by the laws and courts of the State of Maryland anywhere on the property of the AGENT.

R. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.

S. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.

T. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit.

U. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the PHA.

V. To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature in the dwelling unit of any AGENT development. To duly note that this premises is a "pet free" community. Visitation of pets is not allowed. This section does not apply to service animals kept by disabled persons. Service animals must be approved in accordance with the AGENT's Reasonable Accommodation Policy. Service animals are not permitted to be on the site or reside in a unit without the advance written approval of the AGENT.

W. To remove from AGENT property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by the AGENT. Any inoperable or unlicensed vehicle as described above will be removed from the PHA property at Tenant's expense including motorcycles, dirt bikes and ATV's. Automobile repairs are not permitted in the community.

X. To remove any personal property left on AGENT property when Tenant leaves, abandons, or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the AGENT. Costs for storage and disposal shall be assessed against the former Tenant.

Y. To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. TENANT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the community. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

Z. Not to:

1. Commit any fraud in connection with any Federal housing assistance program; and

2. Receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.

AA. To promptly pay any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

IX. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

A. AGENT RESPONSIBILITIES:

1. The AGENT shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household member, or guests. The reasonable cost of the repairs shall be charged to Tenant.
2. The AGENT shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time.
3. In the event repairs cannot be made by the AGENT, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
4. If the AGENT determines that the dwelling unit is un-tenantable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

B. TENANT RESPONSIBILITIES:

1. Tenant shall immediately notify the Property Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
2. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the AGENT, during the time in which the defect remains uncorrected.
3. Tenant shall accept any replacement unit offered by the AGENT.

X. MOVE-IN AND MOVE-OUT INSPECTIONS

A. MOVE-IN INSPECTION - The AGENT and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The AGENT will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the AGENT and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the AGENT, at no charge to Tenant.

B. MOVE-OUT INSPECTION - The AGENT will inspect the unit at the time Tenant vacates and give Tenant written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the AGENT.

XI. ENTRY OF PREMISES DURING TENANCY

A. TENANT RESPONSIBILITIES:

1. Tenant agrees that the duly authorized agent, employee, or contractor of the AGENT will be permitted to enter Tenant's dwelling during reasonable hours (8:00 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing of the unit for releasing.
2. When Tenant calls to request maintenance on the unit, the AGENT shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the AGENT comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. AGENT'S RESPONSIBILITIES:

1. The AGENT shall give Tenant at least twenty-four (24) hours written notice that the AGENT intends to enter the unit except when entry is at the request of a Tenant generated maintenance work order. The AGENT may enter only at reasonable times.
2. The AGENT may enter Tenant's dwelling unit at any time without advance notification when there is a reasonable cause to believe that an emergency exists.
3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the AGENT shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

XII. NOTICE PROCEDURES

A. **TENANT RESPONSIBILITY** - Any notice to the AGENT must be in writing, delivered to the Housing Specialist's office or the AGENT's Administrative office, located at 705 Dover Road, Easton, Maryland 21601, or sent by prepaid first-class mail, properly addressed to: Housing Commission of Talbot, 705 Dover Road, Easton, Maryland 21601.

B. **AGENT RESPONSIBILITY** - Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail, properly addressed to Tenant.

C. Return receipt for Registered or Certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.

D. If Tenant is visually impaired; all notices must be in an accessible format.

XIII. TERMINATION OF LEASE

In terminating the Lease, the following procedures shall be followed by the AGENT and Tenant:

A. This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payment due under the Lease or to fulfill Tenant's obligations set forth in Section VIII above, or for other good cause.

Such serious or repeated violations of terms shall include but not limited to:

1. Failure to pay rent or other charges when due.
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth (5th) of the month.
3. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities.
4. Misrepresentation of household income, assets, or composition.
5. Failure to supply, in a timely fashion, any certification, release, information, or documentation of household income or composition needed to process annual re-examinations or interim re-determinations.
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any AGENT community.
7. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the AGENT's public housing premises by other residents or any drug-related criminal activity on or off AGENT property. Conviction is not required. In the event of conviction, the Tenants shall not be entitled to the provisions of the AGENT's Informal Hearing Procedures. The Informal Hearing Procedures are in accordance with 24 CFR § 982.555 (<https://www.ecfr.gov/current/title-24/subtitle-B/chapter-IX/part-982/subpart-L/section-982.555>). Further information on your informal hearing rights and the process can be found on our website at by requesting a written copy from your onsite management office.
8. Offensive weapons or illegal drugs seized in an AGENT unit by law enforcement officers.
9. Any fire on AGENT premises caused by carelessness, failure to supervise children or unattended cooking.
10. Repeated (four (4) times in a Twelve (12) month period) violations of the Non-Smoking Policy.

B. The AGENT shall give written notice of the proposed termination of the Lease in:

1. Notice shall be given thirty (30) days before the proposed termination date.

C. The notice of termination of the Lease:

1. The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine AGENT documents directly relevant to the termination or eviction.
2. When the AGENT is required to offer Tenant the opportunity for an Informal Hearing, the notice shall also inform Tenant of the right to request such a Hearing in accordance with the AGENT's Informal Hearing Procedures. The Informal Hearing Procedures are in accordance with 24 CFR § 982.555 ([https://www.ecfr.gov/current/title-24/subtitle-B/chapter-IX/part-982/subpart-L/section-](https://www.ecfr.gov/current/title-24/subtitle-B/chapter-IX/part-982/subpart-L/section-982.555)

982.555). Further information on your informal hearing rights and the process can be found on our website or by requesting a written copy from your onsite management office.

3. Any notice to vacate which is required by State or local law may be combined with, or run concurrently with the Notice of Lease Termination under this section. The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against him, and he may be required to pay the costs of court and attorney's fees.

4. When the AGENT is required to offer Tenant the opportunity for an Informal Hearing under the AGENT's Informal Hearing Procedures for a Hearing concerning the Lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a Hearing has expired, or (if a Hearing is requested) the Hearing process has been completed.

5. When the AGENT is not required to offer Tenant the opportunity for a Hearing under the Informal Hearing Procedures and the AGENT has decided to exclude such review from the AGENT Informal Hearing Procedures (which can only be done following a Due Process Determination by HUD), the notice of Lease termination shall:

a. State the Tenant is not entitled to an Informal Hearing on the termination;

b. Specify the judicial eviction procedure to be used by the AGENT for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a Hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

c. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

6. The AGENT may evict Tenant from the unit only by bringing a court action.

7. Payment of rent when due shall continue during the pendency of court proceedings between the AGENT and tenant for breach of lease or other cause of action, so long as tenant continues to occupy the unit. Acceptance of such rent shall not constitute a waiver by AGENT of any claims or causes of action against tenant including pending claims.

D. Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section XIII, above; upon death of the Tenant, this notice provision shall be binding on the heirs and/or personal representatives of the Tenant's estate.

E. In deciding to evict for criminal activity, the AGENT shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of household members, and the effects that the eviction would have both on household members not involved in the proscribed activity and on the household's neighbors. In appropriate cases, the AGENT may permit continued occupancy by remaining household members and may impose a condition that household members who engage in the proscribed activity will neither reside in nor visit the unit. The AGENT may require a household member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. If the AGENT offers in writing to continue occupancy to the remaining household members, on the condition that specific household members who have engaged in the proscribed activity neither reside in or visit the unit, the named tenant shall have an obligation to accept such offer and to promptly execute a reasonable lease amendment, to be prepared by the PHA, providing for deletion from the lease of said offender as a household member and which may require banning the individual from the AGENT property and non-entry into the dwelling unit of such household members as are designated and tenant shall be obligated to enforce said non-entry as a material and serious part of the tenants obligation. Refusal by the tenant to accept such offer and/or to promptly execute such a written amendment to the lease shall be considered a serious violation of this lease and a basis for termination of this lease.

F. When an AGENT evicts a Tenant from a dwelling unit for criminal activity the AGENT shall notify the local post office serving the dwelling unit that such individual or household is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XIV. WAIVER

No delay or failure by the AGENT in exercising any right under the Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XV. HOUSING QUALITY STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the AGENT, uniform standards for resident housekeeping have been developed for all Tenant families.

A. AGENT RESPONSIBILITY - The standards that follow will be applied fairly and uniformly to all Tenants. The AGENT will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the AGENT will notify Tenant in writing if he/she fails to comply with the standards. The AGENT will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the AGENT will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housing Quality Standards.

B. TENANT RESPONSIBILITY - Tenant is required to abide by the standards set forth below. Failure to abide by the Housing Quality Standards that result in the creation or maintenance of a threat of health or safety is a violation of the Lease terms and can result in eviction.

C. INSIDE THE UNIT

1. GENERAL

- a. Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- b. Floors should be clean, clear, dry, and free of hazards.
- c. Ceilings should be clean and free of cobwebs.
- d. Windows should be clean and not nailed shut. Shades or blinds should be intact.
- e. Woodwork should be clean, free of dust, gouges, or scratches.
- f. Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- g. Heating units should be dusted and access uncluttered.
- h. Trash shall be disposed of properly and not left in the unit.
- i. Entire unit should be free of rodent or insect infestation.

2. KITCHEN

- a. Stove should be clean and free of food and grease.
- b. Refrigerator should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- c. Cabinets should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.
- d. Exhaust fan should be free of grease and dust.
- e. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- f. Food storage areas should be neat and clean without spilled food.
- g. Trash/garbage should be stored in a covered container until removed to the disposal area.

3. BATHROOM

- a. Toilet and tank should be clean and odor free.
- b. Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- c. Lavatory should be clean.
- d. Exhaust fans should be free of dust.
- e. Floor should be clean and dry.

4. STORAGE AREAS

- a. Linen closet should be neat and clean.
- b. Other closets should be neat and clean. No highly flammable materials should be stored in the unit.
- c. Other storage areas should be clean, neat, and free of hazards.

D. OUTSIDE THE UNIT

Housekeeping for common areas and/or outside of a building shall be the responsibility of the Tenants in said buildings regardless of the source of any debris, trash, or abandoned vehicles.

1. Yards should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear) should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear) should be clean and free of hazards.
4. Sidewalks should be clean and free of hazards.
5. Storm doors should be clean with glass and screens intact.
6. Parking lot should be free of abandoned cars. There should be no car repairs in the lots.
7. Hallways should be clean and free of hazards.
8. Stairwells should be clean and uncluttered.
9. Laundry areas should be clean and neat. Remove lint from dryers after use.
10. Utility room should be free of debris, motor vehicle parts, and flammable materials.

EXECUTION: By Tenant's signature below, Tenant and household agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference.

By the signature(s) below, I/we also acknowledge that the Provisions of this Lease Agreement have been received, thoroughly explained, and understood.

Tenant, by entering into this lease, recognizes this lease may be a renewal of a preexisting lease with the Easton Redevelopment Corporation. Tenant understands that the Housing Corporation, by entering this lease, does not waive its rights to seek remedy for any breach(es) of the lease, including those predating the date of this renewal lease.

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the AGENT before execution of the Lease, or before the AGENT approval for occupancy of the unit by the household member. I further certify that all information or documentation submitted by myself or other household members to the AGENT in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

ACKNOWLEDGEMENT OF SECURITY DEPOSIT PAYMENT

The AGENT hereby accepts from the Tenant a security deposit in the amount of \$ _____. The deposit will be used as provided for in Section IV of this Lease Agreement.

HOUSING CORPORATION REPRESENTATIVE DATE

REASONABLE ACCOMODATION POLICY

Goal

The Housing Commission's goal is to provide stable, quality affordable housing to low and moderate income persons regardless of disability.

Summary of Reasonable Accommodation

It is the policy of the Housing Commission of Talbot to provide a reasonable accommodation(s) in housing for participants with disabilities where a reasonable accommodation is needed to provide an equal opportunity to use and enjoy the Housing Commission's programs and/or premises.

What is a person with a disability?

A person with a disability is an individual with a physical or mental impairment that substantially limits one or more major life functions. You can also be considered disabled if you have a record of a physical or mental impairment or people regard you as having such impairment.

A physical impairment is a disorder or condition that affects one more body systems. A physical impairment can be caused by illness, disease, a birth defect, injury, age or anything else which disrupts a person's physical ability to function. Some examples of physical disabilities are blindness, hearing loss, or inability to walk.

A mental impairment is a mental, psychiatric or psychological disorder. Some examples are mental illness, mental retardation or specific learning disabilities.

Under regulations, you may be considered a person with disability if your physical or mental condition causes substantial difficulty in performing a major life function. Major life functions include the ability to walk, see, hear, breathe, think, read or care for yourself.

Under some circumstances alcoholism or a history of drug use may be considered a disability. Current users of illegal drugs are not considered disabled.

What is a "reasonable accommodation?"

A reasonable accommodation may be, but is not limited to a request for:

- a physical change made to the inside or outside of a unit or area,
- a change of unit size for medical/health reasons and/or apparatus or,
- the request for a live-in aide and subsequent change of unit size;
- a request for a voucher extension beyond 120 days, provided that the family is able to justify the need for an extension and provided current income verification.

which will allow a person with a disability to have an equal opportunity to take advantage of the Housing Commission's housing program(s). Any accommodation considered by the Housing Commission cannot result in an undue financial or administrative burden or, create a fundamental change in a program. For example, in the public housing program it might also be reasonable to allow a person with a mental disability to have rent payments made by a third party but; it would not be reasonable to prevent children from using the playground because the noise bothers someone or to provide a paraplegic resident with a housekeeper at HCAAC expense.

Under the Housing Choice Voucher Program physical changes or improvements would be referred to the landlord, as this would not be the responsibility of the Housing Commission.

How do I apply for a "reasonable accommodation?"

If you need an accommodation, you should make your request to the Manager or Director of the Housing Program, of which you are an applicant or participant; examples of accommodations could include needing a language interpreter or the reading of program materials.

For any accommodation, you must complete a reasonable accommodation form.

1. You may be asked to provide confirmation about your disability from a health professional or qualified service provider. The health professional or qualified service provider may also be asked to certify and explain how the accommodation you have requested is related to your disability. It is important that you meet any deadlines for requests for information. Failure to respond in a timely manner may result in your request being delayed or denied. If you need more time to respond, contact your housing specialist.
2. During the process of evaluating your request, you or the Manager/Director may schedule a meeting to discuss the accommodation. The meeting will be held at a location that is accessible to you; a representative or advocate may accompany you for the meeting. You may also request an interpreter and one will be provided by HCT. If you are unable to come to an office, the meeting may be held by telephone.

How will your request be handled?

All program participants must meet the basic qualifications.

1. The Manager/Director will review your request for a reasonable accommodation. If additional information is needed, you will receive a written request for that information. You should be careful to follow the deadlines in the letter. If you have problems or questions, you should call the associated housing program office immediately.
2. The decision regarding your request will be made within 10 business days from the date all of the required documents/information are received. If the Housing Commission does not

receive the required documents/information requested within 30 days, of its request, a decision will be determined based upon the information provided. Whether your request is approved or denied, you will be notified in writing.

All decisions with approvals for a requested change of unit size, will increase the bedroom size of the unit effective the first of the month immediately following the date all required documents/information are received.

If the addition of a live-in aide is requested and approved, the bedroom size will increase the first of the month immediately following the date all required documents/information are received. You will have 60 days from the date of the approval letter to add an eligible live-in aide. The live-in aide eligibility will be determined once an application for the live-in aide is completed and submitted along with a government issued photo ID, Social Security card and birth certificate. If a live-in aide is not successfully added to the household within 60 days, the bedroom size will be decreased effective the first of the month immediately following the 60-day period.

3. If your request is denied, you have the right to grieve that decision in accordance with the grievance procedures set forth in the Housing Commission's Administrative Plan.

Some things to keep in mind

- The Housing Commission considers each request for reasonable accommodation as a separate request. The decision will be made on a case-by-case basis with the understanding that each person's needs and circumstances are unique.
- The Housing Commission may suggest an alternate accommodation from the one you requested. The decision depends on whether an accommodation will be effective in reducing the barriers to equal housing opportunity and whether or not it involves a fundamental change to the housing programs or creates an undue financial or administrative burden.
- The Housing Commission may from time-to-time re-evaluate your accommodation to determine if the need still exists.