



ADMINISTRATIVE PLAN

**Affordable Housing Network, Inc. –
Rental Assistance for Disabled
Households #2**

OVERVIEW

The purpose of this Administrative Plan is to:

- Establish practices and policies for Affordable Housing Network, Inc.'s (AHNI's) Rental Assistance for Disabled Households (RADH).
- Provide fair, equitable and reasonable procedures to govern program participation in accordance with the regulations of the Iowa Finance Authority (IFA), the U.S. Department of Housing and Urban Development (HUD), and all fair housing and civil rights laws.
- Permit each applicant/participant the greatest opportunity to exercise their individual rights and participate in the program.

The provisions of this Administrative Plan govern the management of the TBRA program as carried out by AHNI. It is the intention of AHNI that this plan conforms to all current IFA and HUD requirements/regulations. If any of the provisions contained within this Administrative Plan are in conflict, IFA and HUD requirements/regulations will take precedence. AHNI will comply with any subsequent changes in IFA and HUD requirements/regulations pertaining to the administration of the TBRA program and will make changes to this Administrative Plan accordingly.

The primary objective of this TBRA program administered by AHNI is to provide decent, safe, sanitary and affordable rental housing for disabled households residing in the Iowa cities of Cedar Rapids, Davenport and Dubuque.

*Please note that any reference in this Administrative Plan to an applicant, tenant or program participant, whether singular or plural, generally refers to, at a minimum, all adult members of the household. In addition, any reference to "the program," "TBRA," "RADH" or similar reference means the Rental Assistance for Disabled Households program, which is funded through the HOME Tenant Based Rental Assistance program as awarded by the Iowa Finance Authority and administered by the Affordable Housing Network, Inc.

SECTION I

NONDISCRIMINATION AND PRIVACY POLICY

Fair Housing/Equal Opportunity Policy

- AHNI will not discriminate against any applicant or resident because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, familial or marital status, gender identity, sexual orientation or any other protected class.
- AHNI will comply fully with all federal, state and local Fair Housing laws, the Americans with Disabilities Act, and all other equal opportunity laws governing housing and employment.

- AHNI shall not deny any household the opportunity to apply for assistance nor deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.
- AHNI is fully committed to providing reasonable accommodations to applicants and program participants who have handicaps or disabilities.

Privacy Policy

- AHNI will guard the privacy of individuals in accordance with the Privacy Act of 1974, and ensure the protection of individuals' records maintained by AHNI.
- AHNI shall not disclose any personal information (including, but not limited to information on any disability or medical/substance abuse information) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. If required by law, the request must be in writing indicating the reason the information is being requested. If AHNI determines the request is appropriate, the information may be granted.
- This privacy policy in no way limits AHNI's ability to collect such information as it may need to determine eligibility or compute rent.

SECTION II

PROGRAM ELIGIBILITY GUIDELINES

Eligibility Criteria

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

- The applicant must qualify as disabled to be eligible for the RADH #2 program. The head-of-household, co-head of household, or spouse needs to qualify in order for household to be eligible. AHNI does not require that the applicant disclose the specific disability, but the disability must be verified by a medical professional using certain criteria, and the verification must be documented. Please see Appendix H to this plan which provides the criteria and document that must be executed to determine eligibility.
- The applicant must be income eligible. Specifically, the TBRA applicant must have a household income that does not exceed the HOME TBRA program requirements (60% of area median income AMI). In a few cases, incomes may be accepted between 80% and 60%, of area median income. All households must be less than 80% of AMI, and at least 90% of those served, must be at 60% or less of AMI. Income thresholds vary by household size and geographic location. Please see Appendix I for income guidelines for specific metro areas served by this program. The metro areas served by this program are the cities of Cedar Rapids, Davenport, and Dubuque, all located in eastern Iowa.

- Families must demonstrate a need for the assistance. For the TBRA program, 30% of the family's monthly-adjusted income must not exceed the fair market rent.
- The gross rent calculation cannot exceed HUD Housing Choice Vouchers (Section 8 Fair Market Rent)
- The applicant and each family member must provide their Social Security Number (SSN). These numbers must be verified by providing a copy of the Social Security card. If one is not available, other forms of verification may be accepted such as a disability benefits letter from the Social Security Administration, a tax form issued by a third party, or a printout from the local Social Security Office, among others. Guidelines as specified in Appendix 3 of the HUD Handbook 4350.3, Rev-1, Change 4 will be followed for the types of documents that may be accepted for verification.
- The applicant and each family member must be either a U.S. citizen, or a non-citizen with eligible immigration status. For U.S. citizens, submission of a signed Declaration of Citizenship form is required for all household members along with a copy of a U.S. birth certificate or U.S. passport. Noncitizens must sign a form declaring themselves an “eligible non-citizen” and presenting an I-94 Resident card, employment authorization or other document showing their eligible status.
- If an applicant or participant requests permission for a live-in aide, all of the following criteria must be met:
 - The need for the live-in aide has been verified with a physician or licensed mental health professional, stating that the program participant’s livelihood would substantially benefit from such service;
 - The live-in aide is not obligated for the support of the elderly, handicapped or disabled member; and
 - The live-in aide would not be living in the unit except to provide care for the handicapped or disabled member.
 - Approved live-in aides will be treated under the following guidelines:
 - Live-in aides’ income will not be counted for the purposes of determining eligibility or rent;
 - Live-in aides cannot be considered the remaining member of a tenant’s family for purposes of remaining in the unit following a death;
 - A live-in aide's family members may also reside in the unit provided it does not increase the subsidy by the cost of an additional bedroom; and provided that the presence of the live-in aide’s family members do not overcrowd the unit.
 - At any time, AHNI may refuse to approve a person as a live-in aide, or may withdraw such approval if:
 - The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The person commits drug-related criminal activity, violent criminal activity, abuse of alcohol or a sex crime.
- Program eligibility does not apply to any dwelling within a designated flood zone, AHNI will use the FEMA Flood Hazard Zone map (<https://fema.maps.arcgis.org>) to determine if an address for which assistance is sought is in a flood zone. Those units located within the 1% Annual Chance Flood Hazard will not be approved for assistance.

Applicant Screening Criteria & Denial of Admission

Screening is used to ensure that individuals or families admitted to the TBRA program will abide by the terms of the lease, pay rent on time, take care of the property and apartment, and allow all residents to peacefully enjoy their homes.

Administrator of the TBRA program, Affordable Housing Network, Inc. prior to approval of the TBRA program will screen and reject applications when:

- Any member of the household is subject to a lifetime registration requirement or is currently registered under a state sex offender registration program in Iowa and in other states where the household members are known to have resided.
- Any household member has been evicted from Federally-assisted housing for drug-related criminal activity, for three years from the date of eviction. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household) the Owner may, but is not required to, admit the household.
- Any member of the applicant's household has been convicted of the manufacture of methamphetamine on the premises of federally subsidized housing (lifetime).

Owners/Landlords must screen all applicants, age 18 or older living in the household, for suitability prior to residency. Screening criteria will be applied consistently to all applicants, consideration of extenuating circumstances will be considered in the screening process. Owners/Landlords should have in place screening criteria that include at a minimum:

Rental History: satisfactory rental references that demonstrate the ability to follow program and community rules including paying rent on time, maintaining unit and no negative actions that interfere with the health, safety or right to peaceful enjoyment of the other residents

Criminal History: Satisfactory criminal history that demonstrates no current illegal activity. Policies in place to exclude:

- Any household member is currently engaging in illegal drug use.

- The Owner determines that there is reasonable cause to believe that a household member's illegal use (or a pattern of illegal use) of a drug or abuse (or pattern of abuse) of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Screening standards must be based on behavior)
- Violent criminal activity which indicates a pattern of violence that may threaten the safety of residents or staff.
- Any criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the owner or any employee who is involved in the housing operations.

NOTE: Live-in caregivers will be required to meet criminal background and sex offender registration requirements applied to all applicants as listed above.

If an applicant is under investigation for any disqualifying charge, they will be denied (no exceptions). If an applicant is denied for open charges, which are later dismissed or for which they are acquitted, the applicant must then be eligible for reconsideration.

NOTE: As previously indicated, live-in caregivers and their families/household members will be required to meet the same criminal background and sex offender registration requirements applied to all applicants as listed above.

Other Screening Considerations

AHNI will work with Social Service Agencies to provide quality, affordable housing to clients in their programs. If their client does not meet all eligibility criteria and would otherwise be denied, the service provider must provide documentation (in order for the applicant to gain admission to the TBRA program) on how participation in their program will provide ongoing assistance as well as long term improvement in the deficient area(s).

Management reserves the right to require criminal background checks at any time during residency if it is in receipt of reliable information that a household member has committed a criminal act.

Violence Against Women Act (VAWA) Protections

It is a policy of AHNI to support or assist victims of domestic violence, dating violence or stalking and protect victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing as a consequence of domestic violence, dating violence or stalking.

Unless provided by the City of Cedar Rapids, Davenport and Dubuque Housing Choice Voucher programs. AHNI will provide **VAWA Notice** and **VAWA**

Certification to residents & applicants explaining their rights and obligations under VAWA protections. The Notice of Occupancy Rights under the Violence Against Women (*form HUD-5380*) and Certification as a Victim (*form HUD-5382*) will be provided to:

- All resident families at their next certification or lease renewal.
- All applicants when denied or admitted (*at MI*)
- With any notification of eviction.
- With any notification of termination.

The certification may be enclosed with the appropriate notice, directing the family to complete, sign and return the form within fourteen (14) business days. AHNI may extend this time period at their discretion.

Alternately, in lieu of the certification form or in addition to it, AHNI may accept:

- A federal, state, tribal, territorial, or local police record or court record, or
- Documentation signed by an employee, agent, volunteer of a victim service provider, an attorney, or 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 under 28 U.S.C 1746 to the professional's belief that the incident or incidents are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

AHNI is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence or stalking in order to receive the protections of the VAWA. AHNI, at their discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence. AHNI will carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.

AHNI will be mindful that the delivery of the certification form to the tenant via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, in order to mitigate risks, AHNI will work with the tenant in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form, send to a Victim Service Provider or making other discreet arrangements.

Confidentiality of Information.

The identity of the victim and all information provided to AHNI relating to the incident(s) of domestic violence, dating violence or stalking must be retained in confidence by AHNI and must not be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:

- Requested or consented to by the individual in writing;

- Required for use in an eviction proceeding; or
- Otherwise required by applicable law.

The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof.

Retention of Information.

AHNI will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

Ineligibility and Denial of Admission Notification

Consent and Verification Forms

Adult members of a family must sign consent forms and, as necessary, verification documents, so that AHNI can verify sources of family income and family size. AHNI must consider a family ineligible if the adult members refuse to sign applicable consent and verification forms.

Notification of Rejection and Appeal Process

If an applicant is not placed on the waiting list or immediately processed for admission, management will:

- Notify the applicant in writing of the reason for the rejection.
- Applicant will be advised that they have 14 days to respond in writing or request a meeting to discuss the rejection; and
- Applicant will be advised of the right to file a complaint if they believe the action was due to discrimination based upon race, color, creed, religion, sex, age, sexual orientation, national origin, handicap or familial status.
- Management will follow the grievance process in compliance with requirements set forth in HUD Handbook 4350.3.

Any meeting or correspondence with the applicant to review the rejection will be conducted/reviewed by a member of the management staff who was not involved in making the initial decision to reject the applicant. Applicant will be advised in writing of the final decision.

SECTION III

ADMISSIONS PROCESS

Overview

Interested persons may apply for participation in the RADH program by completing the RADH application. AHNI will not deny anyone the right to submit an application while

assistance remains available or there is room on the "Wait List" (the "Wait List" for TBRA assistance, not application to AHNI for one of its own affordable housing units). Applications will be noted with the date processed/received, and will be reviewed accordingly until all assistance or TBRA slots are exhausted. A "Wait List" will be maintained once all assistance is assigned and slots are filled. If the wait time is estimated to be six months or longer, AHNI may close the waiting list until that time when the wait time decreases to six months or shorter. If a family's address, phone number or household membership changes while on the waiting list, it is the responsibility of the family to contact AHNI to update this information. Failure to update AHNI on these changes may result in an application being cancelled and removed from the waiting list.

Program Outreach

Outreach to Families

In accordance with the Affirmative Fair Housing Marketing Plan (AFHMP) developed for this TBRA program, AHNI will advertise its RADH program through a variety of mediums in order to reach potential applicants from diverse backgrounds. As required by the AFHMP, AHNI will notify agencies that deal with special needs groups that are targeted for this funding. AHNI will monitor and evaluate outreach activities to ensure the appropriate target groups are reached.

All notices and marketing that announce the availability of TBRA funding will include:

- The dates to apply;
- The office hours and location where applications are available and will be accepted;
- The availability of funding;
- Eligibility guidelines;
- Any applicable preferences for the selection of applicants; and
- Any limitations which may apply.

Outreach to Property Owners

In addition to offering housing from its own inventory, AHNI will conduct outreach to property owners to increase the number of units available, especially in low-poverty areas. As necessary, AHNI will notify and provide program information to local interested landlords. AHNI will maintain a list of interested property owners and units available for rent. As inquiries from prospective new property owners are received, staff will record the necessary information about these units and make it available to prospective tenants, upon request. Particularly if AHNI cannot provide these in its own housing, AHNI will make a concerted effort to contact and encourage local property owners with units specially designed or adapted for persons with disabilities to participate in the program. Prospective landlords will be informed of various requirements and required forms associated with the TBRA program, including the Housing Quality Standards (HQS) and lead-based paint inspections, the TBRA contract lease, and the model lease, among others.

Access to Mainstream Services

AHNI staff will work with applicants to assist them in accessing those services that will help them to become self-sufficient.

Applications

Receipt of Application

Completed applications must be submitted to:

AHNI
 Attn: Sara Linderwell
 3000 J Street SW
 Cedar Rapids, Iowa 52404-5216
 Fax: 866-315-0743

As a reasonable accommodation, a special needs applicant may return the application by mail or fax or email.

Processing of Applications

It is the responsibility of the applicant to accurately and completely fill out the application. If an incomplete application is received, AHNI staff will make a reasonable effort to contact the applicant, and inform him/her of the additional information required. If those efforts fail, the application will be cancelled. Reasonable efforts are defined as one phone call/voice mail message, and one mailed letter, allowing five days to fully complete the application. A record of these efforts shall be maintained with the application. The date the completed application is received will be the date used for processing the application (and placement on the waiting list, if necessary).

Notification of Status

Information provided on the application will be reviewed to determine if the applicant appears eligible for the RADH program. If the applicant household appears to meet the eligibility criteria, the applicant will be notified of their eligibility. If any of the following documents have not yet been collected in these processes, they must be provided by the family before full enrollment in the TBRA program. These documents may include:

- Social security cards for all family members;
- Photo IDs for all adults;
- Verification of employment, including the most current, consecutive paystubs for the prior three months;
- Documentation of all income received (child support, social security, SSI, etc.);
- Birth certificates or other acceptable verification of date of birth for all family members;
- And documentation of assets, such as bank statements (six consecutive months for checking, current statement for savings), unless assets are less than \$5,000 total.

A TBRA applicant may withdraw his/her application at any time after initial submission. An applicant who has withdrawn an application will be required to reapply.

Verification Procedures & Determining Final Eligibility

Offer of Assistance

When staff receive an application and there is funding available for a unit, staff will call/mail the applicant a list of items to bring to their intake meeting.

Verification of Eligibility

Each applicant household shall be required to provide all information, authorizations, and forms necessary to enable TBRA staff to determine program eligibility. All verifications will need to be processed prior to determining final eligibility.

Each adult household member must attend the intake sessions with AHNI staff, as appropriate. If the applicant fails to attend the scheduled session, the applicant's file may be withdrawn and the applicant will be required to reapply.

- The applicant's failure to reschedule a missed appointment within three (3) days of the originally scheduled appointment will constitute a refusal of assistance unless AHNI determines that circumstances warrant rescheduling the session.
- Failure of the family to attend a rescheduled briefing session without prior notification to AHNI will constitute a refusal of the assistance.
- A family will only be allowed to reschedule an intake session twice.

At the intake meeting, AHNI staff shall require the applicant to:

- Provide verification of income, assets, exclusions and deductions from income, and preferences claimed;
- Provide verification of family size, age and relationships;
- Disclose the Social Security Numbers of all family members by providing the original social security card (or other documentation) to be copied (individuals who do not contend citizenship or eligible immigration status will NOT have a social security number to disclose). Additional time to produce the card may be authorized for the Tenant Based Rental Assistance program;
- Provide certification and/or documentation regarding U.S. citizenship or eligible non-citizenship;
- Provide a copy of each family member's U.S. birth certificate, U.S. passport, employment authorization card or temporary resident card;
- Execute Authorizations for the Release of Information/Privacy Act Notice by all adult household members;
- And submit all other signed documents by all adult household members.

The applicant is required to make available all pertinent information at their disposal to assist AHNI staff in verifying eligibility information and to authorize the release of information to AHNI when necessary. However, the applicant shall not be penalized either by denial or unreasonable delay of assistance solely because third party sources have failed to respond to requests for information. When the applicant and AHNI have made all reasonable efforts to obtain information and the third party source has failed to respond, AHNI shall proceed with the processing of the application using the best available information.

All information relative to eligibility, income, assets, family composition, and citizenship status must be verified and current for applicants within 120 days prior to approval to sign a TBRA lease.

Verification

The applicant will be required to sign release(s) of information for verification of income and other information that will be sent through the mail directly to the source. AHNI will verify information through the following methods:

- **Third Party Written Verification:** Third party written verification forms will be sent directly to the source of income along with a signed release of information. The form will request the verification be returned by mail or fax within one week. Verifications received electronically from the source are considered third party. Verifications hand-carried by clients will not be considered third party unless the verification is from a government agency. Hand-carried computerized printouts delivered by the family will be accepted from:
 - Social Security Administration;
 - Veterans Administration;
 - Public Assistance (Dept. of Human Services);
 - Unemployment Compensation (Iowa Workforce Center);
 - City or County Courts; and
 - Child Support Recovery
- **Third Party Oral Verification:** Oral third party verification will be used when third party written verification is not received within one week. Staff will be required to complete an oral verification log; or document on the copy of the written verification form the person to whom they spoke, the date of conversation and the facts provided. The phone call must have originated from AHNI (no incoming calls will be allowed for oral verification unless caller ID is available).
- **Review of Documents:** In the event that the above verification methods are unavailable within one week of each request, the file will be documented as such and AHNI will then utilize documents provided by the family as the primary source (if complete information is provided). All documents, with the exception of government checks, will be photocopied and retained in the file. In cases where documents are viewed that cannot be photocopied, a “verified observation of check form” will be completed by

the staff member viewing the document. The following non-altered, original documents hand-carried by the family will be accepted:

- Printed check stubs;
 - Computer print-outs from the employer;
 - Letters signed by the employer on company letterhead;
 - Other documents as noted in this Administrative Plan.
- **Self Certification/Self-Declaration:** When verification cannot be made by third party or review of documents, families will be required to submit a self-certification. This certification must be a signed, statement/affidavit/certification made under penalty of perjury.

Determination of Ineligibility and Appeal Process

Any applicant determined ineligible for TBRA program participation as a result of the verification process will be informed in writing of the reason for the determination. The notice will provide the applicant the opportunity to request an informal review to discuss the determination. This review will follow the same protocol as outlined previously in this Administrative Plan (page 10).

SECTION IV

RENT CALCULATION PROCESS

Income, Assets & Allowances

Definitions and calculation methods used to determine the household's income, assets and allowances (ultimately used to calculate the household's rent and assistance) will be governed by the most recent change to Chapter 5 of the HUD Handbook 4350.3, Rev-1. Please see Appendix A to this Administrative Plan for this document.

Computing Total Tenant Payment and Tenant Rent

Calculation of Tenant Rent Payment and AHNI Maximum Subsidy for TBRA Participants

AHNI will compute the household's adjusted income and tenant portion of rent in accordance with federal regulations.

The tenant portion of rent will be calculated as the greater of:

- 30% of the family's adjusted monthly income; or
- 10% of the gross monthly family income, or
- A minimum total tenant payment of \$5 (\$0 in cases of hardship).

At the time of intake, AHNI will inform the family of the allowable contract rent based on the Fair Market Rent and Rent Reasonableness for the area (which may be based on local housing authority's payment standards). This is the maximum rent that will be considered by AHNI for the TBRA program.

Once the unit is selected, the family's portion of the rent is calculated. The tenant's portion will not be less than 30% of the family's monthly adjusted income and not more than 40% of the family's monthly adjusted income at initial lease up, depending on the total rent of the unit selected by the family and the cost of tenant supplied utilities. The housing assistance payment will be the difference between the contract rent and the tenant's portion of the rent (paid directly to the landlord).

Minimum Rent for TBRA Participants

Minimum rent (Total Tenant Payment) for RAHD (regardless of the tenant's income) is \$5. It is possible that the tenant's rent will equal \$0 or the tenant will receive a utility reimbursement based on the jurisdiction's utility allowance amounts and the utilities that are not included in the tenant's rent.

Utility Allowance

Utility allowances employed in the calculation of the tenant's rent will be based on the approved utility allowance document of the local housing authority. The utility allowance used is based on the actual size of the unit the family selects regardless of the unit size authorized for the family. At least annually, AHNI shall determine whether or not there has been a change in utility allowances since the tenant household's last review. If a change has occurred, the new utility allowance will be used to determine the tenant household's rent at the household's next annual recertification. If noted on the local housing authority's utility allowance document, AHNI will give tenants a utility allowance for appliances (if the appliances are provided by the tenant). The determination regarding provision of appliances is between the landlord and the tenant.

Subsidy Standards

Payment Standards for the TBRA Program

The payment standard used for AHNI's TBRA program will be based on the local housing authority's payment standards for the Housing Choice Voucher Program.

Selecting Appropriate Payment Standard for TBRA

The Payment Standard/Fair Market rent for the family will be the lesser of:

- The Payment Standard/Fair Market Rent for the eligible family unit size; or
- The rent for the actual unit selected by the family.

SECTION V

TBRA PROGRAM ORIENTATION

Once an applicant's program eligibility has been verified; the family's annual income has been calculated; and the subsidy size has been determined; the family will be informed in writing of their eligibility status. All eligible applicants are required to attend an orientation meeting in which the family will be provided with a detailed overview of the TBRA program. This meeting may be conducted by AHNI staff or the Cities Section 8 office. The briefing may be a group or individual meeting, and may incorporate

computer-based training materials. The applicant may refuse the offer of assistance. In this case, the application will be removed and the applicant would need to reapply for consideration.

Attendance at the orientation meeting is required prior to any assistance being provided.

- An applicant who fails to attend an orientation meeting or fails to reschedule a missed meeting within three business days will constitute a refusal by the applicant of the assistance.
- Failure of the family to attend a rescheduled orientation meeting without prior notification to AHNI will constitute a refusal by the family of the assistance.
- A family will only be allowed to reschedule an orientation meeting twice by calling ahead of the scheduled appointment time.

Orientation Meeting for the TBRA Program

At the orientation meeting, the family will receive a detailed overview of the tenant and landlord responsibilities under the program, and program benefits, including:

- TBRA obligations, term of TBRA assistance, a description of AHNI's role in the administration of the TBRA program, and the expectation that the family actively participate in their self-sufficiency plan;
- The TBRA Program Income and Rent Calculation Worksheet detailing how rental payments are determined;
- Information on the Security Deposit and Utility Allowances;
- An explanation of how maximum rent is determined;
- Advice on what the family should consider when deciding whether or not to lease a unit, such as: unit condition, reasonableness of rent, cost of tenant paid utilities, whether or not the unit is energy efficient, and proximity of unit to public transportation, employment, schools and shopping;
- Where the family may lease a unit, including information on portability of the TBRA subsidy;
- The process for requesting a lease approval and an explanation of how to lease a unit within the TBRA program restrictions;
- AHNI's policy on providing information about the applicant/participant household to prospective landlords;
- The HUD Lead Based Paint brochure for renters;
- A list of landlords who may be willing to lease a unit or may be able to help the applicant/participant locate a unit;
- The tenant income certification process;
- The grounds on which AHNI may terminate the participant's assistance in the TBRA program;
- Information on the appeal and informal hearing process;
- And any additional information necessary to orient the participant to the TBRA program.

SECTION VI

UNIT SELECTION AND APPROVAL

Locating a Unit

It is the responsibility of the applicant/participant to locate a unit suitable to their household's needs. As previously indicated AHNI will provide information to participants/applicants about landlords who are interested in participating in the program and have units available, including AHNI's own units. AHNI will identify units as accessible if this information is known, and will provide assistance in locating such units as it is able. As applicants/participants explore their housing options, they should periodically contact AHNI staff in order to report their progress, or request updates on available units. Please note that all units must pass the Housing Quality Standards (HQS) inspection, and the Lead Based Paint inspection, in order to be eligible for inclusion in the program.

Portability

Portability is the ability of a TBRA participant to transfer its rental assistance to another unit (within the geographic boundaries of the Iowa cities for which this TBRA program is designed). If a participant family wishes to transfer its rental assistance to another unit, it must first submit a request to AHNI prior to vacating the participant's current unit. Only one portability request may be submitted per participant family per year, unless the participant's unit becomes uninhabitable. AHNI will deny a request for portability if the family currently has outstanding damage claims or is not current in their rent payments to their landlord.

Occupancy Standards

If the applicant is utilizing the TBRA as Deposit Assistance with their Section 8 Housing Choice voucher AHNI will use the bedroom size as provided by The City of Cedar Rapids, Davenport and Dubuque Housing Choice Voucher Programs current administrative policy. As a general policy there should be a minimum of one person per bedroom and no more than two persons per bedroom. AHNI will use the following guidelines for minimum bedroom size of the rent assistance unless the owner/landlord provides their written policy that would allow for a larger unit.

Single Person	0 bedroom
Single Person	1 bedroom
1 Adult and 1 child	2 bedroom
1 Adult and 2 children of opposite sex and one child under the age of 5	2 bedroom
1 Adult and 2 children of opposite sex and both children over the age of 5	3 bedroom
1 Adult and 2 children of same sex	2 bedroom
2 Adults and 1 child	2 bedroom
2 Adults and 2 children of opposite sex	3 bedroom
All households with 5-6 members	3 bedroom
All households with 6-8 members	4 bedroom

- AHNI shall take into consideration special circumstances in cases where applicants or residents have a verifiable need for a larger unit.
- AHNI will determine the bedroom size on a case by case basis for adult only households with two or more people.
- Any family placed in a unit size different than that defined in these Occupancy Standards shall agree to transfer to an appropriate size unit when one becomes available; or will accept the restrictions in TBRA payments as noted below.
- After move-in, if a unit becomes overcrowded or under-utilized because of changes in household composition, the resident may be required to move to an appropriately-sized unit within the project when one becomes available, pursuant to the lease. If the family refuses to move to an appropriately-sized unit when one becomes available, the family may be permitted to remain in the same unit and but may lose some or all of their TBRA assistance, as outlined below. If the family fails to pay the market/contract rent, they may be evicted for material non-compliance with the rental agreement.
- There is no provision requiring the owner to pay moving costs or provide subsidy funds when units are overcrowded or underutilized. No basis exists to require the owner to assume this obligation when tenants are moved on this basis.

Applicant Flexibility on Unit Size Selection for the TBRA Program

Any guidance regarding unit size stated in this Administrative Plan does not preclude the participant from selecting either a smaller or larger-sized unit provided the following requirements are met:

- **Larger-Sized Units.** The family may not select a larger-sized unit for which it is eligible as noted in the occupancy standards specified in this Administrative Plan unless the participant has a live-in aide or the participant is not able to locate an appropriately sized unit. If the participant has no other choice than to lease an inappropriately larger-sized unit, the participant will be required to pay any additional cost for the unit, provided it does not result in the participant paying over 40% of its adjusted income towards rent and utilities. (The maximum rental assistance will continue to be based on the appropriate unit size for the participant, as prescribed by the Plan's occupancy standards.)
- **Smaller-Sized Units.** If circumstances require it, the participant may select a smaller-sized unit provided there is at least one sleeping room of appropriate size for each two persons in the household; and the living room space may only be used as a sleeping area for one person. The applicable Payment Standard will be that of the smaller unit size (not based on the number of persons residing in the unit).

Eligible and Ineligible Housing Units

- **Eligible Units.** The types of housing units that are eligible for the TBRA program are multi-family apartments, single family homes, townhouses, garden apartments, duplexes, and mobile homes. Housing units which are located in a flood zone with a 1% annual chance of flooding are also not eligible.
- **Ineligible Units.** Ineligible units include the following:
 - Any Public Housing or Indian Housing unit;
 - Nursing homes, board and care homes, or facilities providing continuous psychiatric, medical or nursing services.
 - Colleges or other school dormitories;
 - Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions;
 - Housing owned in whole or in part, by the family to be assisted, except for those participants in the Housing Voucher Homeownership Program;
 - Units that are owned by landlords that are not allowed to participate on the program, such as units that are not currently licensed and registered with the City of Cedar Rapids, Davenport, or Dubuque.
 - Units that are owned by a parent, child, grandparent, grandchild, sister or brother of any member of the participant family. However, if AHNI determines that approval of the unit would provide a reasonable accommodation for a family member with a disability, the unit may be approved.

SECTION VII

LANDLORD ISSUES, SECURITY DEPOSITS & UNIT INSPECTIONS

Information Provided to Prospective Landlords about Participants

AHNI will provide the following information about program participants to prospective landlords:

- current address; and
- If known, contact information for the landlord of the participant's current and prior addresses.

While AHNI will conduct screenings of applicants for the TBRA program (as previously outlined in this Administrative Plan), AHNI will not share this information with landlords unless specifically requested by the applicant/participant (a release of information form must be executed by the applicant/participant). Owners/landlords participating in the TBRA program will need to conduct their own screenings to ensure that participants meet the landlords' own tenant selection criteria.

Security Deposits

Landlords have the right to request security deposits from TBRA participants. Security deposits collected by landlords must be in line with the general practices of the local rental market, and the amounts cannot exceed those charged by landlords to conventional (not receiving assistance) tenants. TBRA participants are responsible for

payment of the security deposit unless assistance is requested by the participant. AHNI may provide up to two months of security deposit to the landlord from TBRA funds at the request of the TBRA participant.

After the participant vacates the unit, the landlord must treat the deposit in accordance with State law. The landlord may use the security deposit, including interest earned, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which the family owes under the lease.

The landlord must conduct a move-out inspection and give the participant a written statement listing all items charged against the security deposit (and the amount charged for each item). The landlord must allow the participant to accompany the landlord during the move-out inspection, and the landlord should have the participant sign the move-out inspection. After deducting the amount from the security deposit as reflected on the written statement/move-out inspection, the landlord must promptly refund the balance to the participant (if the participant has occupied the same unit for at least two years). In order for the participant to receive the refund, it must provide a forwarding address or delivery instructions to the landlord at move-out. If the family vacates after the initial year, the balance of the security deposit will be returned to AHNI (if funds for the security deposit originated from TBRA funds).

Request for Unit Approval and Inspections

When a participant family selects both an appropriately sized unit, and a unit that's rent fits within the TBRA program's established payment standards, the participant will complete a Request for Tenancy Approval form. A HQS and Lead-Based Paint (Visual Assessment) inspection will be conducted to ensure the unit meets HQS requirements, and that there are no lead-paint hazards present in the unit. AHNI may use another party to conduct unit inspections, provided the inspector possesses the proper qualifications. Also, as previously indicated, the requested contract rent must be determined to be reasonable as compared with other conventional, non-assisted units.

Inspections to Determine Unit Eligibility

AHNI will use an approved HUD HQS inspection form to guide and document its inspections. The inspection form will be maintained in the participant's file. A lead based paint inspection (visual assessment by a trained, certified lead inspector) will also be conducted for each unit. Copies of completed inspections may be sent to both the landlord and the tenant upon request. In the case of any unit items determined as unacceptable ("fail" items), the landlord will be given an opportunity to correct these items and a re-inspection will be completed prior to approval of any lease. In the case of any "inconclusive items," further documentation of the acceptability of the items will be required, or a re-inspection will be completed to confirm acceptability of the unit. It is the responsibility of the landlord or participant to notify AHNI when all repairs have been completed and a re-inspection is required. The following inspections will be conducted for each unit:

- **Initial Inspection.** A HQS and lead-based paint (VA) inspection will be conducted prior to move-in (or prior to granting TBRA assistance to applicants already living in a unit).

- **Annual Inspections.** If TBRA assistance is extended beyond 12 months, a HQS and lead-based paint (VA) inspection will be conducted annually to determine that the unit continues to meet HQS and lead-based paint requirements. The annual inspection will be performed in conjunction with the annual re-examination of circumstances (the “recertification”) for participants who wish to continue to receive assistance in the same rental unit.
- **Re-inspections:** The purpose of a re-inspection is to verify that deficiencies noted on initial and annual inspections are corrected and now meet HQS. Only two re-inspections will be allowed following an initial or annual inspection to verify compliance.
- **Move-Out Inspection:** This inspection is not required but, if requested by the landlord or tenant, this inspection may be conducted in certain circumstances to document the HQS deficiencies present at the time of move-out.
- **Irregular Inspections:** AHNI may inspect a unit at times outside of those proposed above to ensure that the owner and participant are maintaining the unit in accordance with HQS and are providing the agreed upon utilities and other services. An inspection of this type would generally be in response to a landlord or participant complaint.

AHNI encourages both the landlord and participant to be present during each inspection. When a unit fails an inspection, AHNI will notify the landlord in writing (the tenant will receive a copy of the correspondence) of the failed item(s) and the required time to repair under the following timelines/requirements:

- All items flagged during an Initial Inspection must be repaired prior to move-in, with the exception of exterior items that may require warm weather for repair – please see the last bullet in this list for the policy covering this time of required repair.
- 24 hours for emergency items;
- 30 days for non-emergency items identified during annual inspections (an extension of no more than 30 additional days may be granted because of severe weather conditions or extenuating circumstances);
- Repairs must be completed by the last working day of the month prior to the initial lease date or annual renewal date;
- A commitment signed by the landlord allowing until June 1 will be permitted for those inspections performed in the winter that contain fail items on the outside of the unit (that require warmer weather to complete, such as painting and concrete work);

Rent Abatement and Contract Terminations for HQS Violations

If the landlord fails to take corrective action within the time prescribed in the notice, AHNI may terminate assistance for the unit.

When a landlord fails to correct cited, required repairs within the specified time frame, housing assistance payments will be abated at the end of the month in which the failed re-inspection occurred, and will continue until such time when:

- The landlord corrects the deficiencies, in which case the housing assistance payments may be resumed as of the first day of the following month; or
- The TBRA lease expires or is terminated.

AHNI will not resume rental payments until the landlord has corrected the deficiencies. No retroactive payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, a rental assistance payment may be provided to the landlord beginning with the first day of the month following the date the AHNI inspector certified the required work was completed.

AHNI will send the landlord advance written notification, in accordance with the TBRA lease, when the AHNI plans to abate payments. AHNI will also notify the participant of this action and apprise the participant of its responsibility, based on applicable state or local law, for the payment of the tenant share of rent to the landlord.

AHNI will terminate rental assistance immediately if any of the following life-threatening conditions occur:

- Fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.
- Broken or missing lock on any doors accessible to the outside of the dwelling unit.
- Uninhabitable units due to fire, tornadoes, flood, or destroyed or vandalized property that prevents a participant/tenant from using the bathroom or kitchen or from entering the dwelling unit.

A participant's assistance may be terminated if the participant breaches its responsibilities under the program and is responsible for HQS failure for the following reasons: failure to place tenant/participant supplied utilities in the name of an adult household member and failure to pay for tenant/participant supplied utilities and services; failure to provide and maintain tenant/participant-supplied appliances; or damages to the unit caused by tenants/participants, their family members or guests.

SECTION VIII

RENT AMOUNTS

Contract rents will be assessed using the payment standards as published by the local public housing authority (PHA) for the Section 8 Housing Choice Voucher program as well as other criteria. Rent plus the utility allowance cannot exceed applicable rent standards. At no time may contract rents exceed that paid for comparable, unassisted units. In addition, the contract rent cannot initially result in a rent burden (including utilities) that exceeds 40% of participant household's income.

Rent Reasonableness

Rent reasonableness will be determined at initial lease up; and at each annual recertification (if the landlord requests and is granted a rent increase). Documentation of rent reasonableness will be included in each participant's file. The reasonableness of the rent requested by the landlord will be determined using the following criteria:

- The local PHA's payment standards;
- If available, market survey information on rents for comparable units in the area;

- The condition of and amenities in the unit; and
- And the previous rent charged for the dwelling.

AHNI will collect and maintain data to determine and support rent reasonableness for all program rents. If AHNI determines that the amount of rent requested by the landlord is not reasonable, a reasonable rent will be computed, and a counter-offer will be made. Refusal by the landlord to lower the rent will result in disapproval of the unit for the program.

Contract Rent Adjustment

Contract rent adjustments will be allowed/supported at the expiration of the initial 12 month lease term, provided the adjustment is reasonable and based on market conditions.

SECTION IX

LEASE REQUIREMENTS & TBRA PAYMENTS

Approval of Owner's Proposed Lease

Landlords may elect to use their own lease, however AHNI will require participating landlords to incorporate certain TBRA lease language into the lease, either through an addendum to the lease or direct changes in the lease language. In addition, certain provisions are prohibited for use in a lease with TBRA participants. If preferred, AHNI has a TBRA-compliant model lease available for use by landlords. Leases must be executed by both the landlord and participant (all adult members of the participant's household). AHNI will review all leases to ensure their compliance with TBRA and HUD requirements. Other requirements of the lease include:

- The initial lease term is for at least one year and includes a provision for automatic renewals for a definite or indefinite length.
- Utilities that must be paid by tenant, if any, are specified. If the tenant is responsible for any utilities, their unit must be metered separately.

Once the landlord, the form of lease, and the unit are approved; and a reasonable rent is negotiated; AHNI will issue a letter detailing initiation of rent payments, including the amount of rent to be paid through TBRA and by the tenant.

The lease (including the required TBRA language or addendum) is a contract between the tenant and landlord, and provides for AHNI to make monthly payments to the landlord for a specific participant, in a specific unit. AHNI's payments end if the TBRA lease is terminated. No payments will be made after the participant moves out or the lease term ends. The participant/tenant is not responsible for AHNI's rent payment and cannot be charged late fees if AHNI pays late.

Once the leasing/contract documents are prepared, AHNI staff will meet with the landlord and participant (preferably together) to review documents. (If the landlord is unable to meet in person, AHNI can mail, fax or email the documents to the landlord.)

Staff will also review the following:

- Requirements that the landlord maintain the unit, allow inspections, and inform AHNI if the participant/tenant vacates without notice.
- Requirements that the tenant/participant pay rent, maintain the unit, allow inspections, cooperate with AHNI's recertification requirements, and notify AHNI when the participant wishes to move.

Additional lease requirements include:

- The lease and contract documents must be signed by all parties no later than the initial lease date.
- A new TBRA lease will be required for new and revised leases. Changing the utility responsibilities or lease term will require execution of a new TBRA lease.
- Leases for the TBRA program shall not exceed a period of two years. The two-year period begins on the first day of the lease and will end upon termination of the program funding.

A copy of all applicable documents will be mailed to the landlord and participant/tenant. Duplicate copies will be sent upon request. All original documents will be retained by AHNI in the participant's file.

TBRA Payments to Landlords and Utility Payments

The TBRA payment (the difference between the contract rent and the portion of the rent payable by the participant) shall be paid to the landlord in accordance with the lease. No payments will be made on behalf of a participant until the lease has been signed by all appropriate parties. Rental payments will be made on or about the first day of the month.

If the participant is eligible and rent calculations yield a utility reimbursement, the utility assistance amount will be mailed to either the participant, or the utility company on behalf of the participant. This check will be mailed once the participant/tenant has been approved and the lease has been executed.

AHNI will maintain an internal control system which will ensure the accurate posting and tracking of TBRA payments to landlords, and utility reimbursement payments to utility companies, on behalf of participants. This includes assigning vendor numbers to landlords for use in processing payments. The monthly rental payments will be processed at least three days prior to the last working day of the month for submission.

SECTION X

ONGOING COMPLIANCE ACTIVITIES

Annual Re-certifications

AHNI will re-examine the income, assets, expenses and family composition of all participant households at least annually. These re-examinations (aka re-certifications) determine the participant's monthly portion of payment, eligibility for continued

occupancy, and required unit size. AHNI will follow all pertinent regulations in its completion of re-certifications, and will rely on the HUD Handbook 4350.3, Revision 1, Change 4 for guidance on conducting re-certifications.

Approximately 120 days prior to the participant's lease renewal date (anniversary date), the participant will be notified of a scheduled recertification interview. If possible the interview will be conducted in AHNI staff offices, if not reasonable accommodation will be offered. If the participant is unable to attend the scheduled interview, another appointment that is mutually agreeable between the participant and AHNI will be scheduled. If the participant fails to keep this appointment, AHNI may send the participant a notice terminating assistance under the TBRA program effective on the family's lease renewal date.

During the recertification process, employment and income information, assets, full-time student status, medical expenses (elderly & disabled families only), child care expenses, handicapped assistance expenses and criminal history for the last year will be verified, documented, and placed in the participant's file. At the recertification interview, AHNI staff will review the program guidelines and the tenant responsibilities with the participant household. Signatures of all adult household members age 18 and over will be required on all recertification forms, including the Tenant Certification and Release of Information form and the Tenant Income Certification form (once completed). The Household Composition form will also need to be completed, signed and submitted by the participant.

When verifying income and expenses, third party written verifications will be the first method utilized. However, if obtaining written verifications is either burdensome or would unreasonably delay the recertification process, oral third party verifications will be utilized, along with a "review of documents" (such as the participant's pay stubs, SSI award letters, etc.). When participant's documents cannot be photocopied, AHNI staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. All verifications will be maintained in the participant's file.

During each annual recertification, the participant's/tenant's portion of the rent payment, and the housing rental assistance amount, will be calculated.

- If the participant's/tenant's rent increases, a 30 day written notice will be issued. The participant/tenant will not be required to pay the new, higher rent until the first of the month following the 30 day period, unless the participant was non-compliant with the recertification process.
- If the participant's/tenant's portion of the rent equals or exceeds the gross rent for the dwelling unit, the participant/tenant will be notified of their responsibility for the entire contract rent amount. Housing rental assistance payments shall be terminated with proper notice to both the tenant and owner. Suspension of AHNI's rental assistance payments shall not affect the tenant's other rights under the lease, nor shall suspension preclude the resumption of payments as a result of loss of income or other relevant circumstances. AHNI's rental assistance will terminate if six (6) months have passed since the date of their last rental assistance payment.

- If the participant's rent decreases, this shall take effect the first day of the following month.

Interim Recertifications

Changes in family income or household composition may result in an interim recertification. During an interim recertification, only the information pertinent to the reported change will be verified, documented and reviewed. An interim recertification does not change the anniversary date of the annual recertification. The following requirements guide the interim recertification process:

- **Income or Family Composition Changes.** The participant must report within 10 days:
 - Any changes in the household composition; or
 - An increase in monthly gross household income of \$200 or more.

Effective Date of Rent Change as a Result of an Interim Recertification

- **Tenant Rent Decrease.** If a change in participant circumstances or income results in a decrease in tenant rent, the adjustment in rent will be effective the first day of the month following the date of the reported change. Rent decreases may be retroactive if the participant reported the change within the required 10 day period, as outlined above.
- **Tenant Rent Increases.** If a change in participant circumstances or income results in an increase in tenant rent, the adjustment in rent will be made effective the first day of the month following 30 day notice of rent increase. Rent increases may be retroactive if the participant failed to report the change within the required 10 day period, as outlined above. Also, the participant may receive less than a 30-day notice if they failed to provide the documentation within specified deadlines.

As indicated above, whenever a change in rent and assistance payment occurs, both the tenant and the landlord will be issued a notice notifying them about these changes.

Changes in Household Composition

All participants are required to report any change in household composition within 10 days to both AHNI and the landlord. New minor household members may be added to the participant's lease if the new family member is a result of birth, legal adoption, award of custody to or by an adult member of the household, or award of a foster child. Adult household members requesting to be added to the lease as a result of marriage, reunification of a spouse or another adult family member will require approval by both AHNI and the landlord prior to being added to the lease. However, no new household member may be added unless and until that person has provided the required information to AHNI to be determined eligible for admission according to the guidelines and screening criteria specified in this Administrative Plan. AHNI has the right to deny admission to any person found to be ineligible.

Participants must provide documentation as required by AHNI when reporting that a family member has left the household. In the case of an income-producing household member, AHNI may require up to two documents verifying the new address or other evidence deemed acceptable to show that this household member has relocated. Examples of acceptable evidence include utility bills, a driver's license, an automobile registration, voter registration, an employer's verification, or a lease or a rent receipt bearing the family member's name, new address and a date. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection, or a Petition for Legal Separation may also be acceptable.

Participants Claiming Zero Income

Participants claiming zero income will be required to sign a self-certification declaring no income at the initial certification and at each annual recertification. As needed or prudent, AHNI staff will request third-party written verification of the participant's zero income status. AHNI may have zero income participants execute a release allowing AHNI to obtain a certified copy of any tax return submitted to IRS by all adults residing in the household. Failure to comply with any of these requirements will be considered grounds for termination of assistance.

SECTION XI

RELOCATIONS & ABSENCES FROM THE UNIT

Participant Relocations with Continued Assistance

If the participant/tenant desires to relocate, they may do so freely upon completion of the one-year lease term. However, the tenant must first submit a 30-day written notice to the landlord stating his/her intention to vacate. A copy of this notice, signed by the tenant, must be provided to AHNI.

If the participant/tenant desires to relocate, but has not completed the initial year's term of the lease, the transfer will not be granted by AHNI unless the participant/tenant and landlord mutually agree, and AHNI approves the rescinding of the lease and contract. A mutual rescission may be approved by AHNI if it has been determined necessary for health or safety reasons; or to allow protection to victims of domestic violence, dating violence or stalking. If both the landlord and tenant do so agree, they must both execute a mutual rescission form supplied by AHNI. A copy of the executed rescission must be provided to AHNI. Only one mutual rescission will be granted for a participant per year.

Participants are limited to one move in any 12 month period. AHNI may deny a participant family's request to move if the family has not complied with AHNI; or if AHNI does not have sufficient funding for continued assistance, the family is not current with rental payments to the landlord, if there are documented damages to the unit caused by the family or their guests, or the tenant did not provide AHNI with a copy of their vacate notice by the first of the month prior to the month they are requesting to move. If a participant household requests to port their assistance, and the family status or income renders a family ineligible for continued assistance, the participant/tenant and landlord will be provided with at least a 30-day notice of termination of assistance.

Participant Absence from Unit

The participant household may be absent from the unit for brief periods not to exceed two weeks. In cases where no member of the assisted household is present due to acknowledged hospitalization or imprisonment, the absence may not exceed 180 days. If the absence exceeds 180 days, housing assistance will be terminated and the participant household must reapply for the program.

If AHNI or the landlord has concerns that the participant is not living in the unit, AHNI may request verification or other proof to substantiate that the household is residing in the unit. If the participant expects to be absent from the unit for more than two weeks, AHNI must be promptly notified of the absence, and provide any information requested about the reason for the family absence, prior to the intended absence. During absences, the rent and utilities must be kept current for the unit.

Abandonment

Abandonment is distinguished from an absence from the unit by the tenant's failure to provide prior written notice of absence, the tenant's failure to pay rent due for the unit, and failure to acknowledge or respond to notices from the owner regarding the overdue rent.

If abandonment is suspected, AHNI or the landlord will provide written *Notice of Intent to Enter*, and enter the unit as outline din the notice. AHNI will consider the unit abandoned if the unit is found to have all personal belongings (clothing, pictures, and personal effects) and items of value (TVs, computers, electronic equipment) removed from the unit; or the keys are found in the unit. If the unit is determined to be abandoned, AHNI will terminate the assistance payments. If the unit is determined to be occupied, or AHNI is unable to determine the status of the unit, the landlord may pursue legal eviction for non-payment of rent and AHNI may suspend or terminate assistance payments.

Temporarily Absent Household Members

If a participant reports that a household member will be temporarily absent for less than 60 days, the individual and his corresponding income will not be removed from the lease and rent calculation. A family member who is reported as being confined to a hospital, nursing home or other institution, and who is expected to be absent for over 60 days or indefinitely, will be removed from the lease after verification of the absence is received from the institution. An interim recertification may be processed at this time to determine the new rent, based on the household's revised income.

SECTION XII

TERMINATION

Termination of Assistance by Participant

- If a participant/tenant wishes to move and discontinue their assistance, they may do so at any time after the one-year term of the lease. The tenant must submit a 30-day written notice to the landlord. A copy of this notice, signed by the tenant, must be provided to AHNI.
- If a participant/tenant desires to be released prematurely from their current lease, such tenant shall first request a Mutual Rescission from AHNI. If approved, this form must be filled out, in full, by the landlord and tenant.
- If a participant/tenant moves with continued assistance, the term of the lease for the new unit will be another initial one-year lease. AHNI may deny permission to move if there is insufficient funding for continued assistance.
- If the participant/tenant wishes to terminate assistance voluntarily and remain in the unit, the participant household and landlord must execute a new lease, and the tenant will be required to sign a lease directly with the landlord.

Termination of Tenancy by the Landlord

Landlords have the right to serve eviction notices, for cause, to participant households violating any lease provisions. A copy of all eviction notices must be received by AHNI concurrent with the notification to the participant. If eviction procedures have been initiated, the participant tenant will be denied assistance to move unless the eviction is denied by the court system.

If the landlord does not wish to renew the lease at the end of the initial lease term, a 30-day written notice must be provided to both the participant family and AHNI. A landlord may provide the participant family with not less than a 30-day written notice any month after the initial one year lease term with a copy to AHNI.

An incident(s) of actual or threatened domestic violence, dating violence or stalking will not be considered a "serious or repeated" violation of the lease by the victim or threatened victim of that violence, and will not be good cause for terminating the victim's assistance or tenancy (with certain exceptions as outlined in the VAWA section of this Administrative Plan).

Suspension of Assistance by AHNI for Insufficient Funding for TBRA Program

If funding provided is insufficient to support continued assistance under the TBRA program, AHNI staff will seek out other supportive housing available to participants in compliance with TBRA requirements. AHNI will advise the tenant and landlord regarding insufficient funds with a notice. The tenant and the landlord have the right to continue their rental relationship if they so decide; however, the tenant's rent will not be subsidized with TBRA funds.

Housing Assistance Termination

Program participants will continue to receive assistance as long as they comply with program obligations. If a participant family fails to abide by program obligations, they may be terminated from the TBRA Program, which will result in the discontinuation of

the housing assistance in the household's current unit and in all future units for which they might apply.

All participants for whom AHNI intends to terminate assistance will be provided a written notice informing them of the reason for the termination decision and the right to request an informal hearing. AHNI may terminate housing assistance for the following reasons:

- The participant violates any of his/her obligations under the program.
- The participant provided false or knowingly incorrect information at the time of application or anytime thereafter.
- The participant has been evicted from the assisted unit by the court system.
- A member of the participant household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- A member of the participant household has engaged in, or threatened abusive or violent behavior toward AHNI staff or the landlord.
- The participant fails to sign and submit consent forms for obtaining information in accordance with family composition, income or other required documentation by specified deadlines.
- The participant does not provide evidence of citizenship (i.e., the declaration) or eligible immigration status by the date specified; and eligible immigration status cannot be verified.
- The participant fails to attend three, continuous, rescheduled recertification or inspection appointments without calling ahead to reschedule.
- The participant has failed to meet his/her HQS obligation in cases where the participant is responsible for tenant-supplied utilities; or damages to the unit are caused by the participant household or their guests. Tenant-supplied utilities must be in the name of an adult member of the participating household.
- The participant has failed to promptly notify AHNI if any family member no longer resides in the unit.
- The participant fails to promptly inform AHNI of a birth, adoption, or custody of a child; or request approval to add any other family member; or if unauthorized household members living in the unit have not been reported to AHNI. A participant is allowed a visitor(s) for up to two weeks - any longer than that time period the individual is considered an occupant of the unit and the person must formally apply with AHNI for household membership, including submitting to all required screenings and verifications.
- The family fails to promptly notify AHNI of any absence from the unit. Abandonment of the unit will be determined by unanswered or returned letters mailed to the unit, disconnected or unanswered phone calls to the unit, failure to respond to requests for visits by the landlord and/or neighbors, disconnection notices from the utility companies, etc.
- Any member of the participant household, their guest or visitor, commits drug-related criminal activity, violent criminal activity or becomes a registered sex offender. AHNI may waive termination for drug-use or possession by a family member if the family member can demonstrate that he or she:
 - Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment **and**
 - Is recovering, or has recovered from such addiction and does not currently use or possess controlled substances. As a condition of being allowed to reside in the unit, AHNI will require evidence of participation in, or

- successful completion of, a treatment program from the family member who has engaged in the illegal possession or use of drugs.
 - Please note that any possession or use of drugs, or engagement in illegal drug activity while residing in the unit will result in termination of assistance.
- AHNI determines that there is reasonable cause to believe that the participant abuses alcohol in a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. AHNI may waive this provision if the participant demonstrates to AHNI's satisfaction that the participant is no longer engaging in abuse of alcohol and:
 - has successfully completed a supervised drug or alcohol rehabilitation program; or
 - has otherwise been rehabilitated successfully; or
 - is currently participating in a supervised drug or alcohol rehabilitation program.

If the criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the participant's control; and the participant or member of the household is the victim or threatened victim of this criminal activity (provided there is not an actual and imminent threat to other tenants, the landlord, or to employees of AHNI); AHNI may seek to bifurcate the lease in order to end assistance to the participant household member committing the criminal activity, while preserving the assistance of the victim. However, if a participant signed a statement certifying that the person who engaged in domestic violence against the household would not be allowed to reside in the household (and the person has been properly removed from the lease); and the participant allows the person to enter the dwelling; this breach of the certification may be grounds for termination of assistance.

In the case of a lawful occupant/participant who engages in criminal acts or threatened acts of violence or stalking to other lawful occupant(s)/participants, the assistance to the person performing such acts will be terminated without terminating the assistance of the victim(s). If properly and legally removed from the lease, the remaining member(s) of the household must sign a certification indicating the terminated person will not be allowed to reside in the assisted unit.

Lease/Contract Termination with the Landlord

AHNI may terminate their rental assistance to the landlord, with a 30 day written notice, for the following reasons:

- The unit is not in compliance with HQS because the landlord has refused, or failed to correct the HQS deficiencies after proper notice by AHNI.
- The participant has vacated the unit.
- The participant has been notified by AHNI to move because the unit is either overcrowded or under-occupied.
- The landlord has committed fraud or made false statement to AHNI in connection with the contract, or has committed fraud or made false statement in connection with any federal housing assistance program.
- The unit is determined by AHNI and/or landlord to be abandoned or unoccupied.

- Lease is terminated by mutual agreement of the landlord and participant/tenant with approval of AHNI.
- AHNI cannot approve the new rent requested by the landlord, and the landlord will not accept a lower rent.
- AHNI has found it necessary to terminate the tenant's assistance for documented good cause.
- The landlord has decided to terminate tenancy for "other good cause" that is a business or economic reason.
- The landlord has engaged in drug trafficking.
- It has been 180 calendar days since the last housing assistance payment to the landlord.
- The local government rental inspection department has deemed the unit is unfit for human habitation.

Vacancy

The landlord must report a vacancy within 10 days of occurrence to AHNI. The landlord may keep the rent for the remainder of the month in which the tenant vacated (if no 30 day notice was provided). The amount of rent kept for the vacant part of the month will result in a vacancy claim that the tenant will be required to repay prior to being eligible for re-admission to the program anytime in the future. If the vacancy occurs due to the death of the head of household, and no remaining family members are eligible to stay in the unit, TBRA assistance will terminate 14 days following the date of death.

SECTION XIII

COMPLAINTS & HEARINGS

Complaints

- **Discrimination.** If a participant encounters discrimination from a landlord when inquiring about a unit, AHNI will refer the participant to the state or local human rights commission, or will assist the participant in filing a complaint with the Department of Housing and Urban Development.
- **Tenant/Landlord Complaint Regarding AHNI Housing Decision.** If a participant/tenant or landlord disagrees with a decision by a TBRA staff person, the following procedure is available:
 - Contact AHNI's TBRA Program Director to discuss the problem. If a settlement cannot be reached, then
 - Request an informal hearing following the procedure below.
- **Disputes between Landlord and Tenant.** The participant/tenant will be advised to work with their landlord on problems regarding repairs or lease responsibilities. If assistance is needed, contact should be made with AHNI. If necessary, referral to legal services will be given to the family to assist with any legal questions. Conversations of this nature will be documented in the participant's file.
- **Complaints.** Complaints regarding a program participant or landlord will be documented in the tenant file. Only verifiable facts will be accepted and pursued by an investigation.

Informal Hearing

The purpose of the informal hearing is to give the participant or landlord an opportunity to review the decision with AHNI. An informal hearing procedure addressing applicants who have been found ineligible has been previously detailed in this Administrative Plan (page 10). The informal hearing will be governed by the following policies and procedures:

- Notify the participant or landlord in writing of the reason for the adverse action.
- Participant or landlord will be advised that they have 14 days to respond in writing or request a meeting to discuss the adverse action.
- Participant will be advised of the right to file a complaint if they believe the action was due to discrimination based upon race, color, creed, religion, sex, age, sexual orientation, national origin, handicap or familial status.

Any meeting or correspondence with the participant or landlord to review the adverse action will be conducted/reviewed by a senior member of AHNI's staff who was not involved in making the initial decision. The participant or landlord will be advised in writing of the final decision.

SECTION XIV

ADDITIONAL PROGRAM ADMINISTRATION POLICIES

Misrepresentation

The participant is to be notified in writing if AHNI finds evidence that the participant family has misrepresented facts impacting the family's eligibility or rent calculation. Willful misrepresentation of facts may result in termination of assistance or criminal prosecution.

Monitoring Program Performance

AHNI will provide ongoing monitoring and evaluation of the TBRA program to ensure that regulations are followed and program goals are met. Changes in approach will be initiated on an as-needed basis, subject to program regulations and funding limitations. Annual and interim recertifications, leases, contracts, and supporting documents are checked by appropriate staff for accuracy, completion, and program compliance. In addition, an annual financial audit will be conducted by an independent public accountant.

Record Retention & Destruction Policy

AHNI will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in applicant and participant files. All files containing social security numbers, income verification, criminal record information and information relating to disabilities will be kept in a secured, locked location allowing access only by appointed AHNI staff. Inactive files will be maintained for a minimum of three years.

Budgeting and Staffing Need

The salary of AHNI staff working on the TBRA program will be accounted for and appropriately expensed on IFA draw requests. Staffing needs based on the size of the program include: Program Director, Service Coordinators, Accounting Manager, Property Manager, Compliance Specialist, and Tenant Relations Specialist. HQS and lead-based paint inspections will be conducted by trained and certified Four Oaks staff. Positions, job titles and number of employees may be adjusted as necessary to meet program requirements. Other costs budgeted will include office lease space, phone usage, office equipment and supplies, advertising, legal costs, accountant costs, travel, and other general costs reported in required financial reports.

SECTION XV

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Eligibility

In order for persons with disabilities to take full advantage of the TBRA program, reasonable accommodations to provide more accessibility may need to be made. All applicants and participants will be notified of the opportunity to request reasonable accommodations.

Procedure

- If a person with disabilities requests a reasonable accommodation, the request must be related to the disability. If this is not apparent, medical documentation may be required to confirm the need for the reasonable accommodation.
- The determination of the reasonableness of the accommodation must be made by AHNI Staff. The request must pertain to the housing needs of the client and it must not create an undue financial or administrative burden.
- Reasonable requests must not allow for violation of any program regulations or lease obligations.
- A decision regarding the request will be made within 10 business days of the request unless additional documentation is required.
- If the request for the reasonable accommodation is denied, an alternative option may be offered.

Examples of Reasonable Accommodations

- An alternate communication method is requested.
- An exception to the established payment standards is requested for a larger unit to accommodate equipment required by the disabled person.
- Approval of a live-in aide is requested in order to provide care to the disabled person.
- Guardian/payee notifications are requested for those disabled persons who employ such assistants.

APPENDICES

Appendix A- Chapter 5 of HUD Handbook 4350.3, Rev-1, Change 4

Appendix B – Application and Other Verification Forms (e.g., Citizenship)

Appendix C- Affirmative Fair Housing Marketing Plan (AFHMP)

Appendix D – Computing Adjusted Income Worksheet

Appendix E – Model Lease/Required Lease Addendum

Appendix F- HQS & Lead Based Paint Unit Inspection Form

Appendix G – Verification of Disability Form

Appendix H – Income Limits for Program Eligibility

Appendix I – TBRA Landlord Contract

Appendix J – Landlord Request for Tenancy Approval

Appendix K – Orientation Information for Tenants