

PHA Proposed Changes to Housing Choice Voucher Program Administrative Plan
Draft Date: April 2018

Background

PHA is proposing changes to three chapters in the Housing Choice Voucher Program Administrative Plan in accordance with HUD’s Small Area Fair Market Rent (SAFMR) Final Rule. Below is a summary table of changes to the Plan.

Attached is a copy of the three chapters, with proposed language highlighted in yellow and language that is being removed is displayed in red crossed out text. Proposed changes are contained in the following attached chapters:

- Chapter 15: Payment Standards and Utility Allowances,
- Chapter 18: Portability, and
- Chapter 23: Unit Based Program.

Summary of Proposed Changes

No.	Section Name and Subject Area	Existing Administrative Plan	Proposed Administrative Plan
Chapter 15: Payment Standards and Utility Allowances			
1.	15.1 Payment Standards	<ul style="list-style-type: none"> • The existing Administrative Plan refers to use of Fair Market Rents (FMRs) to establish payment standards. 	<ul style="list-style-type: none"> • Payment standards are based on small fair market rents (SAFMRs) published annually by HUD. PHA may establish payment standards for “grouped” zip codes, provided the payment standard in effect for each group zip code is within 90 percent and 110 percent of the published SAFMR for each zip code in the group. PHA will monitor the new SAFMR policies to assess the impacts on tenants, landlords, neighborhoods and PHA finances. Based on an assessment of results, PHA may request HUD approval for MTW waivers to some or all of the SAFMR Final Rule provisions.

No.	Section Name and Subject Area	Existing Administrative Plan	Proposed Administrative Plan
2.	15.2 Updating Payment Standards	<ul style="list-style-type: none"> PHA's current policy is if PHA has already processed recertifications that will be effective on or after the effective date of the new payment standard, PHA will not make retroactive adjustments for any such recertifications. 	<ul style="list-style-type: none"> At initial implementation of SAFMRs, PHA will apply the new payment standard schedule, when the payment standard has increased, to all recertifications that will be effective on or after the effective date of the new payment standard schedule, even if PHA has already processed the recertification (See Changes in Payment Standards for decreases in payments standards).
3.	15.3 Applying Payment Standards	<ul style="list-style-type: none"> PHA currently uses the payment standard that is in effect when all household recertification documents have been received and the recertification information is entered into the computer system. 	<ul style="list-style-type: none"> PHA will continue to use the payment standard that is in effect when all household recertification documents have been received and the recertification information is entered into the computer system, except in the case of the initial implementation of SAFMR.
4.	15.4 Changes in Payment Standards	<ul style="list-style-type: none"> PHA's existing Plan states that if the payment standard schedule is decreased during the term of the HAP contract, the application of the lower payment standard will generally be deferred until the second regular reexamination following the effective date of the decrease in the payment standard. 	<ul style="list-style-type: none"> PHA has proposed to hold families harmless of increases in payment standards. The proposed language states: If the amount on the payment standard schedule is decreased during the term of the HAP contract, PHA will continue to use the higher payment standard for the family's subsidy calculation as long as the family continues to receive voucher assistance. For example: If the payment standard in effect at the last recertification, was \$900 and the payment standard in effect at the current recertification is \$800, PHA will use \$900 as the payment standard for the current recertification.

No.	Section Name and Subject Area	Existing Administrative Plan	Proposed Administrative Plan
5.	15.4 Changes in Payment Standards MTW Policy	<ul style="list-style-type: none"> PHA's current MTW policy is to apply the current applicable payment standard at each regular recertification regardless of the fluctuations in the payment standards from the last regular recertifications. 	<ul style="list-style-type: none"> If the payment standard decreases, at initial implementation of SAFMRs, PHA will continue to use the higher payment standard for the family's subsidy calculation. PHA will continue to use the existing higher payment standard until PHA's payment standard in effect equals or exceeds the payment standard being applied to the household upon initial implementation of SAFMRs. Once PHA's payment standard in effect equals or exceeds the payment standard being applied to the household upon implementation of SAFMRs, PHA will apply the current applicable payment standard at all future recertification regardless of the fluctuations in the payment standards from the last regular recertifications. <p>For example, if the payment standard in effect at the last recertification, prior to implementation of SAFMR, was \$900 and the payment standard in effect at the current recertification is \$800, PHA will use \$900 as the payment standard for the current recertification. PHA will continue to use \$900 as the payment standard for all future recertifications until the payment standard in effect is equal to or greater than \$900. Once the payment standard in effect is equal to or greater than \$900, PHA will use the payment standard in effect regardless of fluctuations, including decreases.</p>
6.	15.6 Tenant Rent Changes due to Changes in Payment Standards	<ul style="list-style-type: none"> The existing policy is that the payment standard for the household must be changed at the time of regular recertification if PHA's payment standard applicable to the household has changed. 	<ul style="list-style-type: none"> The payment standard for the household must be changed at the time of regular recertification if PHA's payment standard applicable to the household has changed (except as described in Section 15.4 Changes in Payment Standards).

No.	Section Name and Subject Area	Existing Administrative Plan	Proposed Administrative Plan
7.	15.7 Reasonable Accommodation – Payment Standards	<ul style="list-style-type: none"> The current plan allows PHA to establish a higher payment standard up to 120 percent of FMR without HUD approval for reasonable accommodations. 	<ul style="list-style-type: none"> If a household requires a higher payment standard as a reasonable accommodation for a household member who is a person with disabilities, PHA may establish a higher payment standard for the household of not more than 120 percent of the published SAFMR without HUD approval.
8.	15.8 Exception Payment Standards	<ul style="list-style-type: none"> The existing Plan states upon PHA’s request, HUD may approve a payment standard amount higher than the basic range for a designated part of the FMR area. However, the total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area. 	<ul style="list-style-type: none"> PHA may request HUD approval to establish payment standards higher than the basic range (90% to 110% of the SAFMR) in accordance with guidance issued by HUD.
9.	15.8 Exception Payment Standards MTW Policy	<ul style="list-style-type: none"> PHA’s current MTW policy regarding setting payment standards up to 120% of the FMR to support leasing for voucher holders who wish to move to areas of opportunity is contingent on HUD approval. 	<ul style="list-style-type: none"> Per approval from HUD, the language in the plan is changed to, “Using its MTW flexibility, PHA may approve payment standards up to 120% of the FMR to support leasing for existing voucher households and/or new voucher holders who wish to move to areas with empirically-documented improved educational systems, job opportunities, social services and other opportunities in the expectation that over time their need for housing and other subsidies will abate or diminish”.
Chapter 18: Portability			
10.	18.3 Port-Ins	<ul style="list-style-type: none"> The existing Plan does not specify whether payments standards, in accordance with SAFMRs, apply to Port-ins. 	<ul style="list-style-type: none"> When a family ports-in and uses a voucher to lease a unit in PHA’s jurisdiction, PHA’s payment standards, in accordance with SAFMRs, will apply.

No.	Section Name and Subject Area	Existing Administrative Plan	Proposed Administrative Plan
Chapter 23: Unit Based Program			
11.	23.51 Use of FMRs, Exception Payment Standards and UAs	<ul style="list-style-type: none"> When determining the initial rent to owner, PHA currently uses the most recently determined FMR and exception payment standard in effect and the utility allowance schedule in effect at execution of the HAP contract. 	<ul style="list-style-type: none"> PHA will continue to use the city wide FMR to determine rent for UBVs, i.e. PHA will not use SAFMR for UBVs.

Revised Chapters in the PHA Housing Choice Voucher Program Administrative Plan

Following is a copy of the three chapters, with proposed language highlighted in yellow and language that is being removed is displayed in red crossed out text. Proposed changes are contained in the following attached chapters:

- Chapter 15: Payment Standards and Utility Allowances,
- Chapter 18: Portability, and
- Chapter 23: Unit Based Program.

CHAPTER 15: PAYMENT STANDARDS & UTILITY ALLOWANCES

15.1 Payment Standards

The payment standard sets the maximum subsidy payment a household can receive from PHA each month. Payment standards are based on **small area** fair market rents (SAFMRs) published annually by HUD PHA has established a payment standard schedule with payment standard amounts for each unit size. PHA may establish payment standards for “grouped” zip codes, provided the payment standard in effect for each group zip code is within 90 percent and 110 percent of the published SAFMR for each zip code in the group. PHA will monitor the new SAFMR policies to assess the impacts on tenants, landlords, neighborhoods and PHA finances. Based on an assessment of results, PHA may request HUD approval for MTW waivers to some or all of the SAFMR Final Rule provisions.

15.2 Updating Payment Standards

PHA updates its payment standards in concert with the updates in **small area** fair market rent or at other times in order to ensure payment standards are consistent with market conditions.

PHA will update its payment standards amount no later than 3 months following the effective date of the published SAFMR.

If PHA has already processed recertifications that will be effective on or after the effective date of the new payment standard, PHA will not make retroactive adjustments for any such recertifications.

15.3 Applying Payment Standards

PHA’s schedule of payment standards is used to calculate housing assistance payments for HCV households. The payment standard is the maximum monthly assistance payment for a household assisted in the voucher program.

The payment standard for a household is the lower of:

- The payment standard for the household unit size, which is defined as the appropriate number of bedrooms for the household under PHA’s subsidy standards; or
- The payment standard for the size of the dwelling unit rented by the household.

The payment standard for a Single Room Occupancy (SRO) unit is 75% of the zero bedroom payment standard.

The payment standard that applies to a household at initial lease up is the payment standard in effect when the lease is approved and executed by the tenant and owner.

The payment standard that applies to a household when a scheduled recertification occurs is the payment standard in effect when all recertification documents have been received and the recertification information is entered into the computer system, **except in the case of the initial implementation of SAFMR.**

The payment standard that applies to a household when an interim recertification occurs is the payment standard in effect at the last regular recertification.

15.4 Changes in Payment Standards

When PHA revises its payment standards during the term of the HAP contract for a household's unit, it will apply the new payment standards in accordance with applicable HUD regulations.

Decreases

If the amount on the payment standard schedule is decreased during the term of the HAP contract, PHA will continue to use the higher payment standard for the family's subsidy calculation as long as the family continues to receive voucher assistance. ~~the application of the lower payment standard amount will generally be deferred until the second regular reexamination following the effective date of the decrease in the payment standard amount.~~

~~For example, if according to the payment standard schedule, the payment standards in effect are as follows:~~

- ~~• At admission: \$964~~
- ~~• At first reexamination: \$931~~
- ~~• At second reexamination: \$881~~

~~Then the payment standards applied would be as follows:~~

- ~~• At admission: \$964~~
- ~~• At first reexamination: \$964~~
- ~~• At second reexamination: \$931~~
- ~~• At following reexamination: \$881 (unless the payment standard increases)~~

For example:

If the payment standard in effect at the last recertification, was \$900 and the payment standard in effect at the current recertification is \$800, PHA will use \$900 as the payment standard for the current recertification.

Increases

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the household beginning on the effective date of the household's first regular recertification on or after the effective date of the increase in the payment standard. Households requiring or requesting interim recertifications will not have their HAP payments calculated using the higher payment standard until their next scheduled recertification.

MTW Policy

Decreases

If the payment standard decreases, at initial implementation of SAFMRs, PHA will continue to use the higher payment standard for the family's subsidy calculation. PHA will continue to use the existing higher payment standard until PHA's payment standard in effect equals or exceeds the payment standard being applied to the household upon initial implementation of SAFMRs. Once PHA's payment standard in effect equals or exceeds the payment standard being applied to the household upon implementation of SAFMRs, PHA will apply the current applicable payment standard at all future recertification regardless of the fluctuations in the payment standards from the last regular recertifications.

For example, if the payment standard in effect at the last recertification, prior to implementation of SAFMR, was \$900 and the payment standard in effect at the current recertification is \$800, PHA will

use \$900 as the payment standard for the current recertification. PHA will continue to use \$900 as the payment standard for all future recertifications until the payment standard in effect is equal to or greater than \$900. Once the payment standard in effect is equal to or greater than \$900, PHA will use the payment standard in effect regardless of fluctuations, including decreases.

In the event a rent freeze or across-the-board increase implemented to address market conditions includes a payment standard modification, the payment standard as applied to a particular unit may change in between recertifications.

15.5 Changes in Household Unit Size - Payment Standards

Irrespective of any increase or decrease in the payment standard, if the household unit size increases or decreases during the HAP contract term, the new household unit size must be used to determine the payment standard for the household at the first regular recertification after the change.

15.6 Tenant Rent Changes due to Changes in Payment Standards

The payment standard for the household must be changed at the time of regular recertification if one of the following occurs:

- PHA's payment standard applicable to the household has changed (except as described in Section 15.4 Changes in Payment Standards);
- New subsidy standards have been adopted by PHA that change the unit size for which the household qualifies;
- The household's size or composition has changed, requiring a different unit size; or
- The household moves, and the new unit has a different payment standard.

The tenant rent to owner may change if the payment standard change results in a gross rent that exceeds the payment standard.

15.7 Reasonable Accommodation - Payment Standards

If a household requires a higher payment standard as a reasonable accommodation for a household member who is a person with disabilities, PHA may establish a higher payment standard for the household of not more than 120 percent of the published SAFMR without HUD approval.

A household that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The household must document the need for the exception. In order to approve an exception up to 120% of the SAFMR, or request an exception from PHA will determine that:

- There is a shortage of affordable units that would be appropriate for the household;
- The household's TTP would otherwise exceed 40 percent of adjusted monthly income; and
- The rent for the unit is reasonable.

15.8 Exception Payment Standards

PHA ~~may will~~ request HUD approval to establish payment standards higher than the basic range (90% to 110% of the **SAFMR**). ~~At HUD's sole discretion, HUD may approve a payment standard amount higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program households in the exception area. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.~~

MTW Policy

~~Upon HUD approval,~~ Using its MTW flexibility, PHA may approve payment standards up to 120% of the FMR to support leasing for existing voucher households and/or new voucher holders who wish to move to areas with empirically-documented improved educational systems, job opportunities, social services and other opportunities in the expectation that over time their need for housing and other subsidies will abate or diminish.

See **22.10 Nursing Home Transition Initiative (NHTI)** for PHA MTW policy on exception payment standards for NHTI program units.

15.9 Utility Allowance

A Utility Allowance (UA) is paid to households to help defray the cost of utilities not included in the rent. If utilities, or a portion of them, are not included in the rent or paid directly to the utility company on the household's behalf after notice to the household, the appropriate utility allowances are subtracted from the Total Tenant Payment (TTP) to determine the actual Family Rent to Owner. The household is responsible for paying the cost of utilities directly to the service providers.

The UA includes electricity, gas, water, sewer and charges for other services such as garbage removal and is determined by the size of the unit, type of building and type of utility.

PHA will cooperate with households seeking a release by a utility company of a credit balance on a household's utility account, but PHA may limit requests for release to once per year. PHA may condition its consent upon payment of delinquent rent and/or upon the utility's retention of a reserve for seasonal fluctuations in consumption.

15.10 Utility Allowance Schedules

PHA has established a UA schedule for use in determining family share and PHA subsidy. The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, PHA used normal patterns of consumption for the community as a whole, and current utility rates.

MTW Policy

PHA will periodically, at its discretion, review HCV utility allowance schedules to determine if adjustments are required. Annual updates will not be required.

PHA maintains UA schedules for the following:

- Any tenant-paid utilities (except telephone and cable TV service) based upon normal consumption by an energy-conscious household and based upon households that occupy housing of similar size and type in the same locality; and
- Any other household-paid housing services (i.e., trash collection).

15.11 Alternate Utility Allowance Program

MTW Policy

PGW Customer Responsibility Program

PHA, using its MTW authority, is working to identify local discount programs to assist households in paying their utility bills while providing alternate methods for calculation of utility allowances. One such program, which has been identified by PHA, is the Philadelphia Gas Works Customer Responsibility Program.

MTW, HCV Tenant-Based Program households who are responsible for paying gas heat and who are income eligible to participate in the PGW Customer Responsibility Program (CRP) will have the gas portion of their utility allowances calculated using PHA's CRP MTW utility policy. Participation in the PGW CRP program places a cap on the amount of money that eligible tenants will be required to pay for their gas utility payments based on household income, not consumption. The minimum gas UA provided under this program is \$25.

PHA will utilize the PGW CRP program methodology to calculate the gas utility allowance, except in those limited circumstances where the CRP calculated amount exceeds PHA's gas utility allowance schedule. In these cases PHA will apply the PHA gas utility allowance.

- Example 1: A CRP eligible household, under CRP, has a monthly gas charge of \$44. If the PHA gas UA for that household were \$50, PHA would apply the \$44 CRP amount as the UA for this household. \$44 is the monthly amount that PGW would charge the tenant for gas.
- Example 2: A CRP eligible household, under the CRP program, has a monthly gas charge of \$56. Using PHA's utility allowance schedule, this household would have a gas UA of \$40. PHA will apply the PHA gas utility allowance (\$40) since it is lower than the CRP calculation.

If a CRP household has an interim rent reduction due to a decrease in household income or size, PHA will conduct the interim recert. (subject to the MTW limit on interim reexams) and adjust the gas UA to be consistent with the MTW CRP utility allowance calculation policy.

- Example: A CRP household member loses his job and the household income decreases. Under CRP, PGW will lower the monthly gas charge for this household (remember the gas charge is a percent of household income). PHA will process an interim rent reduction for this household to reflect the decrease in income. PHA will also recalculate the CRP UA for this household and apply the new CRP UA on the effective date of the interim reexamination.

PGW requires households to report increases in income. If a CRP household requests an interim recert. due to an increase in their CRP gas charge, PHA will conduct an interim reexam (subject to the MTW limit on interim reexams). PHA will verify and update all household income and adjust the both the tenant rent and UA. PHA will update the UA for zero income households upon reporting of income.

PHA will consider exceptions to these policies on a case-by-case basis for households that can demonstrate a hardship will result from application of the policies to them or as a reasonable accommodation. To qualify for a hardship exemption, a household must submit a request for a hardship exemption in writing. The request must identify the reason for the hardship and be accompanied by applicable documentation. Requests for hardship must be received within ten (10) business days from the date of CRP denial or calculation of charges. Examples of reasons for a hardship exemption related to application of the CRP UA policy may include but are not limited to:

- Households who have a CRP utility allowance applied by PHA, but who were denied participation in the CRP program by PGW. A copy of the denial letter must be provided with the hardship request.
- Households with PGW calculated CRP gas charges that are greater than the PHA calculated CRP utility allowance. The PHA CRP UA will not factor in any amounts imposed by PGW for collection related to utility bills which are in arrears. A copy of the PGW income and CRP charge calculation must be provided with the hardship request.

The PGW-CRP Alternate UA program does not apply to Non-MTW Vouchers, Port-Out Vouchers, Port-In Vouchers or Project Based Households.

Philadelphia Water Department

Upon HUD approval of the FY 2019 MTW Plan, PHA will further expand its MTW utility allowance policy to include the Philadelphia Water Department's Tiered Assistance Program (TAP). PHA defines eligibility for TAP as HCV tenants, whose incomes are at or below 150% of the Federal Poverty Level, who are responsible for payment of water and who have the water utility in their own name. Eligible tenants will be notified to enroll and participate in the Philadelphia Water Department's Tiered Assistance Program (TAP). Additionally eligible tenants will be informed that their water UA will be calculated using the lower of the TAP capped water charge or PHA's water utility allowance. TAP provides customers with significant savings by offering a consistent bill based on their income. PHA will base the water utility allowance for eligible households on the amount charged under the TAP program. Water charges range from 2% to 3% of gross income.

PHA will consider exceptions to these policies on a case-by-case basis for households that can demonstrate a hardship will result from application of the policies to them or as a reasonable accommodation. To qualify for a hardship exemption, a household must submit a request for a hardship exemption in writing. The request must identify the reason for the hardship and be accompanied by applicable documentation. Requests for hardship must be received within ten (10) business days from the date of TAP denial or calculation of charges. Examples of reasons for a hardship exemption related to application of the TAP UA policy may include but are not limited to:

- Households who have a TAP utility allowance applied by PHA, but who were denied participation in the TAP program by PWD. A copy of the denial letter must be provided with the hardship request.
- Households with PWD TAP water charges that are greater than the PHA calculated TAP utility allowance. The PHA TAP UA will not factor in any amounts imposed by PWD for collection related to utility bills which are in arrears. A copy of the PWD income and TAP charge calculation must be provided with the hardship request.

The PWD-TAP Alternate UA program does not apply to Non-MTW Vouchers, Port-Out Vouchers, Port-In Vouchers or Project Based Households.

15.12 Applying Utility Allowances & Schedules

PHA's established utility allowance schedule is used in determining family share and PHA subsidy.

The utility allowance for a household shall be the lower of: (1) The utility allowance amount for the authorized voucher size under PHA's occupancy standards; or (2) the utility allowance amount for the unit size of the unit rented by the household.

The utility allowance schedule that applies to a household at initial lease up is the utility allowance schedule in effect on the lease effective date.

The utility allowance schedule that applies to a household when any certification transaction (i.e. interim, or regular recertification) occurs is the utility allowance schedule in effect on the certification effective date.

MTW Policy

PHA's established utility allowance schedule is used in determining family share and PHA subsidy for all utilities, except in cases of the gas UA where the household is eligible for participation in the PGW Customer Responsibility Program (CRP) and/or water where the household is eligible for participation in Philadelphia Water Department's (PWD) TAP program (TAP is pending HUD approval of the FY 2019 MTW Annual Plan).

PHA uses the lower of the actual unit size or voucher size to determine the utility allowance, except in cases of the gas UA and water UA where the household is eligible for participation in PGW's CRP and/or PWD's TAP.

The utility allowance schedule that applies to a household at initial lease up is the utility allowance schedule in effect on the lease effective date.

If the household is eligible for PGW's CRP program, the gas utility allowance that will be applied at initial lease up is the lower of the PGW capped gas charge or PHA's gas utility allowance schedule in effect on the lease effective date.

If the household is eligible for PWD's TAP program, the water utility allowance that will be applied at initial lease up is the lower of the TAP capped water charge or PHA's water utility allowance schedule in effect on the lease effective date.

The utility allowance schedule that applies to a household when any certification transaction (i.e. interim or regular recertification) occurs is the utility allowance schedule in effect on the certification effective date.

If the household is eligible for PGW's CRP program, the gas utility allowance schedule that will be applied when a certification (regular or interim) occurs is the lower of the PGW capped gas charge or PHA's gas utility allowance schedule in effect on the certification effective date.

If the household is eligible for PWD's TAP program, the water utility allowance that will be applied at the time of certification (regular or interim) is the lower of the TAP capped water charge or PHA's water utility allowance schedule in effect on the certification effective date.

See policies in [15.11 Alternate Utility Allowance Program](#) for guidance on the application of the UA at the time of interim reexamination for CRP eligible households.

See continued occupancy policies at [16.16.2 Utility Allowance Schedule and Payment Standard at Interim Recertification](#) and [Changes in Family Composition, Voucher Size & UA](#) for further information on policies related to utility allowances at interim recerts and when family composition changes.

15.13 Utility Allowance for SRO

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

15.14 Reasonable Accommodation – Utility Allowances

PHA may approve a utility allowance amount higher than shown on PHA's schedule if a higher allowance is needed as a reasonable accommodation for a household member with a disability. For example, if a household member with a disability requires such an accommodation, PHA may approve an allowance for air-conditioning, even though PHA has determined that an allowance for air-conditioning generally is not needed.

A household that requires a reasonable accommodation may submit a written request for a higher utility allowance at the time the Request for Tenancy Approval (RFTA) is submitted. The household must document the need for the additional allowance.

15.15 Air Conditioning

The majority of the housing units in PHA's market do not provide central air conditioning. PHA may provide a UA for air conditioning only if there is appropriate wiring for tenant-installed air conditioning units or as a reasonable accommodation for a person with disabilities. PHA will evaluate, on a case-by-case basis, approval of a higher UA as a reasonable accommodation for a person with disabilities to make the program accessible to and usable by the household member with a disability.

15.16 Utility Allowance Schedule Revisions

Revised utility allowance schedules will be applied to a household's rent calculations at the next certification (regular or interim) after the allowance is adopted or at one time across all affected households. The approach taken will be at the discretion of PHA.

15.17 Changes to Fuel Type and Payment Responsibility for Utilities

Tenant-based assistance shall not be continued unless PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if there are any changes in lease requirements governing tenant or owner payment responsibilities and/or fuel type for utilities or appliances.

Owners requesting a change to the utility fuel type or payment responsibility must make the request to PHA no earlier than 120 calendar days and no later than 90 days prior to the lease anniversary date.

CHAPTER 18: PORTABILITY

18.1 Portability Overview

Within the limitations of applicable requirements including this plan, a tenant family or an applicant family that has been issued a voucher has the right to use Tenant-Based Voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a Housing Authority (HA) administering a Tenant-Based Voucher Program.

The process by which a family obtains a voucher from one HA and uses it to lease a unit in the jurisdiction of another HA is known as portability. The first HA is called the “initial HA”. The second is called the “receiving HA.”

The receiving HA has the option of administering the family’s voucher for the initial HA or absorbing the family into its own program. Under the first option, the receiving HA bills the initial HA for the family’s housing assistance payments and the fees for administering the family’s voucher. Under the second option, the receiving HA pays for the family’s assistance out of its own program funds, and the initial HA has no further relationship with the family.

18.2 Port-Outs

A family may move with voucher assistance only to an area where there is at least one HA administering a voucher program and in accord with the portability policies in this plan. The family must notify PHA of its desire to relocate and must specify the location where it wants to live. If there is more than one HA in the area, PHA will provide the family with the contact information for the receiving HAs and the family will select the receiving HA. In cases where the family prefers not to select, PHA will select the receiving HA on behalf of the family.

Section 8 Moderate Rehabilitation and unit-based assistance is not portable.

18.2.1 Eligibility for Port-Out

MTW Policy

A tenant or applicant family with an MTW voucher, in addition to meeting the applicable moves criteria for applicant and tenant households, must be able to verify employment, education, safety or medical/disability need in order to qualify for a move to another jurisdiction (port-out).

PHA will require the family provide all documents that PHA deems necessary to verify the family’s need to relocate outside of PHA’s jurisdiction. All verification documents must be dated within sixty (60) days and be consistent with the family’s employment, education, safety or medical/disability need. If the family fails to provide verification documents and/or the documents provided are not sufficient, PHA will deny the request to port-out. See [APPENDIX I: VERIFICATION REQUIREMENTS FOR MTW PORT-OUTS](#).

Families who moved out of PHA’s jurisdiction, under portability, prior to the July 1, 2012 implementation of this policy will be exempt from the new portability criteria. If at any time an existing port-out tenant returns to PHA’s jurisdiction and leases a unit in PHA’s jurisdiction, all future moves outside of PHA’s jurisdiction will be subject to the new criteria. An existing port-out tenant who moved out of PHA’s jurisdiction prior to the implementation of this policy and who later requests to move to another jurisdiction outside of PHA’s jurisdiction, will be exempt from the new portability criteria.

This policy does not apply to:

- Families with non-MTW vouchers;
- Families enrolled in PHA's Mobility Program;
- Families with vouchers administered under the VASH Program;
- Families that port-in to PHA's jurisdiction and are administered by PHA; and/or
- Families with PB or Unit-Based vouchers

18.2.2 Applicant Families

A family that has not leased a unit under the HCV program is eligible for portability if the head of family or spouse was a resident in PHA's jurisdiction at the time the application for assistance was submitted.

If neither the head of household nor the spouse/co-head of an applicant family had a domicile (legal residence) in PHA's jurisdiction at the time the family's application for assistance was submitted, the family must live in PHA's jurisdiction with voucher assistance for the initial lease term before requesting portability. PHA will consider exceptions to this policy for purposes of reasonable accommodation. PHA may deny a portability move by an applicant family for insufficient funding or if grounds for denial of assistance are present.

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area. The family must specify the area to which the family wishes to move.

PHA will determine whether the family is income eligible in the area to which the family wishes to move. If the applicant family is not income eligible in that area, PHA will inform the family that it may not move there and receive voucher assistance.

18.2.3 Participant Families

PHA will not provide portable assistance for a tenant if a family has moved out of its assisted unit in violation of the lease.

A family; however, is exempt from this prohibition if the family is otherwise in compliance with program obligations, but has moved to protect the health or safety of an individual in the family who is or has been a victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit.

PHA will not re-determine income eligibility when a tenant family ports out of PHA's jurisdiction.

18.2.4 Financial Hardship Waiver for Port-Out (MTW)

MTW Policy

A family may seek a hardship waiver from the MTW portability criteria if the cost of living in PHA's jurisdiction is at least 5% greater than the FMR in the jurisdiction to which the family is looking to port and the family share of rent is greater than 40% of their monthly adjusted family income.

The family must make a hardship waiver request in writing within five (5) business days of PHA denying the initial portability request. Upon receipt of the family's request, PHA will review the case and provide a determination on the request for a hardship waiver. If a family's hardship waiver request is denied the family may request an informal hearing.

18.2.5 Recertification of Household Income and Composition

A new recertification of family income and composition is not required for a tenant family who is approved to move out of PHA's jurisdiction under portability. However, for a tenant family approved to move out of PHA's jurisdiction under portability, PHA generally will conduct a recertification of family income and composition if the family's regular recertification is due to be completed within the next 120 days.

18.2.6 Briefing

No formal briefing will be required for a tenant family wishing to move outside of PHA's jurisdiction under portability. However, PHA will provide the family with the same oral and written explanation of portability that it provides to applicant households selected for admission to the program. See briefing policies in [CHAPTER 7: BRIEFING & VOUCHERS](#).

18.2.7 Voucher Issuance and Term

An applicant family has no right to portability until after the family has been issued a voucher. In issuing vouchers to applicant households, PHA will follow the policies set forth in this Plan.

For households approved to move under portability, PHA will issue a voucher. See policies in [7.6 Voucher Issuance](#) and [7.7 Voucher Term](#). Generally, when a tenant requests to port out, PHA will first conduct screening for eligibility for a move. PHA will issue a Transfer Voucher then modify the voucher term for portability upon approval to port out.

18.2.8 Voucher Extensions and Suspensions

PHA will not approve extensions to a voucher issued to an applicant or tenant family porting out of PHA's jurisdiction except under the following circumstances:

- The initial term of the voucher will expire before the portable family will be issued a voucher by the receiving HA;
- The family decides to return to the PHA's jurisdiction and search for a unit; or
- The family decides to search for a unit in a third HA's jurisdiction.

In the cases above, PHA's policies on voucher extension and suspensions will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term. See policies in [7.8 Extension of Voucher Term](#) and [7.9 Suspension of Voucher Term](#).

Once the receiving HA issues the family a voucher, the receiving HA's policies on extensions of the voucher term apply. The receiving HA must notify PHA of any extensions granted to the term of the voucher.

18.2.9 Initial Contact with the Receiving HA

After approving a family's request to move under portability, PHA will notify the receiving HA to expect the family. PHA will also advise the family on how to contact and request assistance from the receiving HA.

Because the portability process is time-sensitive, PHA will notify the receiving HA by phone, fax, or e-mail to expect the family and to determine if the receiving HA will absorb or administer the voucher. The receiving HA must notify PHA, in writing, via e-mail or other confirmed delivery method, of its decision.

If the receiving HA notifies PHA that it will absorb the voucher, the receiving HA may not reverse its decision at a later date without PHA's consent.

If the receiving HA will bill PHA for the portability voucher and the cost of the HAP will increase due to the move, the initial HA may deny the move if it does not have sufficient funding for continued assistance in accordance with the regulatory requirements set forth in 24 CFR § 982.354 (e)(1).

PHA will advise the family that they must promptly contact the receiving HA in order to be informed of the receiving HA's procedures for incoming portable households and comply with these procedures.

18.2.10 Sending Documentation to the Receiving HA

PHA will send the receiving HA the following documents:

- Form HUD-52665, Family Portability Information, with Part I filled out;
- A copy of the family's voucher;
- A copy of the family's most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058; and
- A copy of the most recent EIV report (if available).

In addition to these documents, PHA will provide the following information, if available, to the receiving HA:

- Social security numbers (SSNs);
- Documentation of legal identity;
- Documentation of date of birth; and
- PHA's Direct Deposit Form.

18.2.11 Initial Billing Deadline

If PHA has not received an initial billing notice from the receiving HA by the deadline specified on form HUD-52665, it will contact the receiving HA by phone, fax, or e-mail. If the receiving HA reports that the family is not yet under HAP contract, PHA will inform the receiving HA whether it will honor a late billing submission. PHA will send the receiving HA a written confirmation of its decision.

The initial billing submission must be completed and mailed by the receiving HA within 10 working days of the HAP contract execution but with sufficient time so that it is received by the initial HA no later than **90 days** following the expiration of the initial HA's voucher.

PHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving HA.

18.2.12 Monthly Billing Payments

If the receiving HA is administering the family's voucher, PHA will make billing payments in a timely manner. The first billing amount is due within 30 days after PHA receives Part II of form HUD-52665 from the receiving HA. Subsequent payments must be received by the receiving HA no later than the fifth business day of each month.

PHA will reimburse the receiving HA for the full amount of the housing assistance payments made by the receiving HA for the portable family. Additionally, PHA will reimburse the receiving HA for the lesser of 80% of PHA's prorated column B administrative fee rate or 100% of the receiving HA's prorated column B administrative fee rate for each program unit under HAP contract on the first day of the month for which the receiving HA is billing PHA. If administrative fees are prorated, the proration will apply to the amount of the administrative fee for which the receiving HA may bill. If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

PHA will utilize direct deposit to ensure that the payment is received by the deadline.

18.2.13 Subsequent Household Moves

If a receiving HA is administering a PHA voucher family and the family subsequently decides to move out of the receiving HA's jurisdiction, PHA will issue the family a voucher to move and will send form HUD-52665 and supporting documentation to the new receiving HA.

18.2.14 Denial or Termination of Assistance

If PHA has grounds for denying or terminating assistance for a portable family that has not been absorbed by the receiving HA, PHA may act on those grounds at any time.

18.2.15 Regular Recertification

The receiving HA must send to PHA a copy of a portable family's updated form HUD-50058 after each regular recertification for the duration of time the receiving HA is billing PHA on behalf of the family, regardless of whether there is a change in the billing amount. The recertification and updated billing are due to PHA within ten days of the recertification effective date.

18.2.16 Change in Billing Amount.

The receiving HA is required to notify PHA, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a recertification, a change in the applicable payment standard, a move to another unit, etc.);
- An abatement or subsequent resumption of the HAP payments;
- Termination of the HAP contract;

- Payment of a damage/vacancy loss claim for the family; or
- Termination of the family from the program.

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount.

18.3 Port-Ins

When a family, which is issued a voucher from another HA, uses that voucher to lease a unit in PHA's jurisdiction that process is referred to as porting-in. In the case of a port-in, PHA is the receiving HA and the housing authority from which the family came is the initial HA. **When a family ports-in and uses a voucher to lease a unit in PHA's jurisdiction, PHA's payment standards, in accordance with SAFMRs, will apply.**

18.3.1 Receiving HA Role

For households that port-in to PHA's jurisdiction, the family's unit size or voucher size is determined in accordance with PHA's subsidy standards and the amount of the family's housing assistance payment is determined in the same manner as for other HAs.

If a family has a right to lease a unit in PHA's jurisdiction under portability, PHA will provide assistance for the family. PHA's procedures and preferences for selection among eligible applicants do not apply, and PHA's waiting list is not used. However, the family's unit, or voucher, size is determined in accordance with PHA's subsidy standards, and the amount of the family's housing assistance payment is determined in the same manner as for other non-MTW households in PHA's Voucher Program

18.3.2 Port-Ins and MTW

Tenants who port-in to PHA and, whose vouchers are administered by PHA, are **NOT** subject to PHA's two-year recertification requirements or rent simplification. If PHA absorbs a port-in voucher, the family is subject to all of PHA's MTW policies.

18.3.3 Responding to the Initial PHA's Request

PHA will respond via e-mail or other confirmed delivery method to the initial HA's inquiry to determine whether the family's voucher will be billed or absorbed.

18.3.4 Initial Contact with Household

When a family moves into PHA's jurisdiction under portability, the family is responsible for promptly contacting PHA and complying with PHA's procedures for incoming portable households.

If the voucher issued to the family by the initial HA has expired, PHA will not process the family's paperwork, but will instead refer the family back to the initial HA.

Although PHA may initially bill the initial HA for the family's assistance, it may later decide to absorb the family into its own program.

18.3.5 Briefing

PHA will provide the port-in family with a briefing packet and will verbally inform the family about PHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

18.3.6 Criminal Background Check

PHA will conduct a criminal background and sex offender registry check on all adult family members who are porting into PHA's jurisdiction. PHA will follow its policies on screening to guide determinations related to criminal background and sex offender registration screening.

18.3.7 Income Eligibility and Recertification

For any family moving into its jurisdiction under portability, PHA will conduct a new recertification of family income and composition. PHA will not delay issuing the family a voucher for this reason, nor will PHA delay approving a unit for the family until the recertification process is complete unless the family is an applicant and PHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.

In conducting its own recertification, PHA will rely upon any verifications provided by the initial HA to the extent that they (a) accurately reflect the family's current circumstances and (b) were obtained within the last 120 days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third party verification is received.

Port-in households are recertified on an annual basis.

18.3.8 Voucher Issuance

When a family ports in to PHA's jurisdiction, PHA will issue the family a voucher. Generally, PHA will issue the voucher within two weeks after receiving the family's paperwork from the initial HA if the information is in order, the family has contacted PHA, and the family complies with the PHA's procedures

18.3.9 Voucher Term

If the initial HA's voucher expires before PHA issues the portable family a voucher, PHA will contact the initial HA to determine if it will extend the voucher term. PHA will not issue a voucher to the portable family if the initial HA voucher term is expired and no extension is authorized by the initial HA.

Under no circumstances, will the term of PHA's voucher expire before 30 calendar days from the expiration date of the initial HA voucher term. For example, if the initial HA voucher term expires on 7/12/15, PHA's voucher term, as the receiving HA, will not expire before 8/12/15.

18.3.10 Voucher Extensions& Suspensions

PHA may provide additional search time to the family beyond the expiration date of the initial HA's voucher. PHA will only extend the term of the voucher for a port-in tenant if the initial HA extends their voucher expiration date as well. In this way PHA can better ensure that any voucher expiration date would leave

sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to the initial HA. See policies in [7.8 Extension of Voucher Term](#).

See policies in [7.9 Suspension of Voucher Term](#).

18.3.11 Notifying the Initial HA

PHA will notify the initial HA if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of PHA's voucher. PHA will use Part II of form HUD-52665, Family Portability Information, for this purpose.

If an incoming portable family ultimately decides not to lease in PHA's jurisdiction, but instead wishes to return to the initial HA's jurisdiction or to search in another jurisdiction, PHA will refer the family back to the initial HA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial HA. Any extension of search time provided by the receiving HA's voucher is only valid for the family's search in the receiving HA's jurisdiction.

18.3.12 Initial Billing Deadline

If a portable family's search for a unit is successful and PHA intends to administer the family's voucher, PHA's initial billing notice (Part II of form HUD-52665) must be completed and mailed within 10 working days of the HAP contract execution but with sufficient time so that it is received by the initial HA no later than **90 days** following the expiration of the initial HA's voucher. A copy of the family's form HUD-50058, Family Report, completed by PHA will be attached to the initial billing notice. PHA may send these documents either by mail, fax, or e-mail.

18.3.13 Billing Procedures

If administering the port-in voucher, PHA will bill the initial HA once a month for Housing Assistance Payments. The billing cycle for other amounts, including administrative fees and special claims will be once a month. PHA will bill 100% of the Housing Assistance Payment and the lesser of 80% of the initial HA prorated column B administrative fee rate or 100% of PHA's prorated column B administrative fee rate for each unit under HAP contract on the first day of the month for which PHA is billing the initial HA. Additionally, as provided by HUD, PHA will prorate administrative fees in accordance with any HUD prorations.

PHA will notify the initial HA of changes in subsidy amounts within ten days of any change in the monthly payment. PHA will update Administrative Fees when and if HUD revises the fees and/or related prorations.

18.3.14 Denial or Termination of Assistance

At any time, PHA may make a determination to deny or terminate assistance to a portable family for family action or inaction.

If PHA elects to deny or terminate assistance for a portable family, PHA will notify the initial HA after the informal review or hearing if the denial or termination is upheld. PHA will base its denial or termination decision on the policies set forth in this Plan.

18.4 Absorbing a Portable Household

Absorption is the point at which a receiving HA starts making assistance payments with funding under its consolidated ACC. PHA may absorb a voucher providing that (a) PHA has funding available under its Annual Contributions Contract (ACC) and (b) absorbing the family will not result in over-leasing.

If PHA notifies an initial HA that it will absorb the voucher, PHA will not reverse its decision at a later date without consent of the initial HA. If PHA decides to absorb a family, after administering the voucher, PHA will provide the initial HA with 30 days advance notice.

When a portable family is absorbed by PHA, the family will be subject to PHA policies, including MTW policies.

18.5 Special Purpose Vouchers and Portability

PHA will administer special purpose vouchers, i.e. VASH Vouchers, in accordance with HUD-established policy in cases where HUD has established alternative program requirements of such special purpose vouchers. For example, under VASH, PHA will follow the VASH screening requirements when a VASH family ports to PHA.

PHA will use the codes for the special purpose vouchers on the 50058 and continue to use such codes while PHA is administering a portable voucher.

CHAPTER 23: UNIT BASED PROGRAM

PHA operates a Project Based Voucher (PBV) Program, also referred to as the Unit Based Voucher (UBV) Program. Under the UBV program, PHA enters into Housing Assistance Payments contracts with property owners to provide rental assistance to eligible low-income households.

Pursuant to its MTW authority, PHA has implemented a UBV Program that project-bases HCVs. Except as otherwise noted in this chapter, or unless specifically prohibited by UBV program requirements described herein, PHA policies for the Tenant-Based Voucher Program contained in this Administrative Plan also apply to the UBV program and its tenants.

23.1 Relocation Requirements

Any persons displaced as a result of implementation of the UBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24. The owner must either certify to PHA that the site of the project was without occupants eligible for relocation assistance, or certify that the project is on a site where there are occupants eligible for assistance. The owner must also agree to comply with the provisions of the Uniform Act and implementing regulations in 49 CFR Part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHA may not use voucher program funds to cover relocation costs, except that PHA may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a UBV project is subject to the URA and 49 CFR part 24, subpart B.

23.2 Budget Authority

PHA may select owner proposals to provide unit-based assistance for up to 20 percent of PHA authorized units. Under the Housing Opportunity Through Modernization Act (HOTMA) PHA may unit-base an additional 10 percent of its units above the 20 percent program limit, provided the additional units fall into one of the following categories:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C.11302)
- Are specifically made available to house families that are comprised of or include a veteran.- *Veteran* means an individual who has served in the United States Armed Forces.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403
- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

23.3 Owner Selection Procedures

Subject to funding availability, PHA will select UBV proposals in accordance with one of the following methods:

- Selection Method 1: PHA request for UBV Proposals. PHA may solicit proposals by using a request for proposals (RFP) to select proposals on a competitive basis in response to PHA request.
- Selection Method 2: PHA may select proposals that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (i.e., HOME, and units for which competitively awarded low-income housing tax credits [LIHTCs] have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the UBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive UBV assistance.

MTW Policy

Selection Method 3: Pursuant to its MTW authority, PHA may select its own units for project-basing with UBV assistance without a competitive process. PHA may unit-base assistance at properties other than public housing properties owned directly or indirectly by PHA, including those owned by PHA affiliates or instrumentalities. For purposes of this selection method, a property that may be unit-based may be a former public housing property that has been converted to HCV assistance.

23.4 Solicitation and Selection of UBV Proposal

Unless otherwise described in a solicitation that uses Selection Method 1 above, when PHA requests UBV proposals under Selection Method 1, its procedures will involve public notice which may include publication of the notice in a local newspaper of general circulation or on PHA's website and other means designed to provide broad public notice. Detailed application and selection information will be provided at the request of interested parties.

PHA may rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP;
- Extent to which the project furthers PHA's goal of deconcentrating poverty and expanding housing and economic opportunities;
- If applicable, the extent to which services for special populations are provided on-site or in the immediate area for occupants of the property; and
- Other factors identified by PHA in the specific RFP for UBV assistance.

23.5 PHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

Using Selection Method 2, PHA may award UBV assistance to owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits.

In addition to, or in place of advertising, PHA may also directly contact specific owners that have already been selected for federal, state, or local housing assistance based on a previously held competition, to inform them of available UBV assistance.

Proposals will be reviewed on a first-come, first-served basis. PHA may evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers PHA's goal of deconcentrating poverty and expanding housing and economic opportunities;
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, HOME program activities, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community; and
- Other factors that further the mission and goals of PHA.

23.6 PHA Board of Commissioners Approval

Prior to entering into an AHAP for rehabilitated or new construction projects or a HAP contract for existing projects, PHA's Board of Commissioners (Board) must approve the issuance of UBV assistance for each project. After the project has received Board approval, PHA's Chief Executive Officer may approve modifications to the project proposal, including extension of the term of the HAP Contract, changes to the number of units receiving subsidy and/or bedroom sizes, or modifications to the unit designation (elderly, disabled, supportive services, etc.).

23.7 PHA Notice of Owner Selection

PHA will give prompt written notice to the party that submitted a selected proposal. Such notice may include a deadline by which the parties must enter into an AHAP/HAP contract. PHA will also give prompt public notice of such selection and Board Approval. Public notice procedures may include publication of public notice in a local newspaper of general circulation, on PHA's website or other means designed and actually operated to provide broad public notice.

23.8 Housing Type

PHA may attach UBV assistance for units in existing housing or for newly constructed or rehabilitated housing. A housing unit is considered an "existing unit" for purposes of the UBV program, if, at the time of notice of PHA selection, the unit substantially complied with HQS. The unit must fully comply with HQS before the execution of the HAP contract. Units for which new construction or rehabilitation was started in accordance with UBV program requirements do not qualify as existing housing.

PHA will determine what housing type, new construction, rehabilitation, or existing housing, will be used to develop unit-based housing. PHA's choice of housing type must be reflected in its solicitation for proposals.

23.9 Assistance for Certain Unit Types

MTW Policy

Pursuant to PHA's MTW authority and as part of the implementation of its Partnership Initiative, PHA may attach or pay UBV assistance to certain types of properties that would otherwise be ineligible for such assistance. PHA may attach or pay UBV assistance to properties that may include but are not limited to shared living facilities, nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (including assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; and transitional housing. Consistent with the foregoing, PHA may allow students to reside in units designated for occupancy by students even if such students would normally be prohibited from admission to the HCV or UBV program.

PHA will not attach or pay UBV assistance for a unit occupied by an owner and PHA may not select or enter into an agreement to enter into a HAP contract for a unit occupied by a family ineligible for participation in the UBV program.

23.10 VASH, FUP and UBV Assistance

Under the Housing Opportunity through Modernization Act (HOTMA), PHA may unit-base HUD VASH and FUP vouchers without additional requirements for approval by HUD.

23.11 Subsidized Housing

Unless part of its "shallow" subsidy UBV program, PHA will not attach or pay UBV assistance to units that are already receiving another form of subsidized housing operating assistance. With respect to a shallow subsidy UBV program, PHA will not attach or pay UBV assistance to units receiving another form of subsidized operating assistance if the UBV assistance would be duplicative or would otherwise over-subsidize the unit. For purposes of this section, other forms of subsidized housing operating assistance include the following:

- A public housing unit;
- A unit subsidized with any other form of HCV assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy.

23.12 Subsidy Layering Requirements

HUD or an independent entity approved by HUD must conduct a subsidy layering review and determine that the UBV assistance is in accordance with HUD subsidy layering requirements. The subsidy layering review is intended to prevent excessive public assistance by combining (layering) the housing assistance payment subsidy under the UBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

PHA will not enter into an AHAP or HAP for any new construction or rehabilitated UBV units until the subsidy layering review has been completed. Subsidy layering reviews are not required for existing housing.

23.13 Cap on Number of UBV Units in Each Building

MTW Policy

PHA may unit-base up to 100 percent of the dwelling units in any UBV project or building selected in accordance with one of the selection methods set forth in the section on "Owner Selection Procedures"

If the project has a supportive services requirement, participating households must adhere to the supportive service requirements.

23.14 Units with Supportive Services

The RFP for UBV assistance will describe the type of supportive services that are required under the solicitation. It is not necessary that the supportive services be provided at or by the project, if they are approved services. PHA will not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a qualifying family at the time of initial tenancy is receiving FSS supportive services or any other supportive services as defined in the Administrative Plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as a unit receiving supportive services for as long as the family resides in the unit.

23.15 Site Selection Standards

23.15.1 Compliance with UBV Goals and Civil Rights Requirements

Sites selected to receive UBV assistance must comply with the following requirements:

- The site must comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964 with respect to determining the location of newly constructed or acquired units.
- Units may be located in PHA's jurisdiction, including but not limited to the following types of urban areas: (1) An area of revitalization that has been designated as such by the governing jurisdiction, including Redevelopment Areas and Enhanced Enterprise Communities; (2) an area where public housing units were previously constructed and were demolished; (3) a racially or economically impacted area where PHA plans to preserve existing affordable housing; (4) an area in connection with a HOPE VI or other HUD-funded master planned development; (5) in areas where a needs analysis indicates that subsidized housing represents a low percentage of the total number of housing units in the area; (6) an area with a lower concentration of public housing units; or (7) an area designated by the City of Philadelphia as a blight elimination zone.

- When developing or substantially rehabilitating 6 or more UBV units in a project, PHA will require an owner applying for the UBV assistance to advise current tenants of the subject properties and representative community groups in the vicinity of the subject property by letter to tenant organizations and by public meeting, of the revitalization plan. Documentation that this requirement has been met will be maintained by PHA.
- PHA or an owner applying for the UBV assistance must conduct a housing needs analysis indicating that there is a real need for the housing in the project area.

23.15.2 Environmental Review

PHA activities under the UBV program are subject to HUD environmental regulations in 24 C.F.R. parts 50 or 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related applicable federal laws and authorities in accordance with 24 C.F.R. 58.5 and 58.6. PHA will not enter into an AHAP or HAP contract until the owner has complied with the environmental review requirements and the review is completed.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not UBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

PHA will supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. PHA will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

23.16 Housing Quality Standards

The Housing Quality Standards (HQS) for the tenant-based program or other local standard established by PHA pursuant to its MTW authority, including those for special housing types, generally apply to the UBV program. The physical condition standards at 24 C.F.R. 5.703 do not apply to the UBV program.

23.17 Lead-based Paint

The lead-based paint requirements for the tenant-based Voucher program do not apply to the UBV Program. A risk assessment in accordance with 24 CFR 35.1320(b) is required for properties with five or more units. A visual assessment in accordance with 24 CFR 35.720 is required for properties with four or fewer units. Additionally, the following regulations apply to the UBV program: 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.

PHA reserves the right to require additional lead testing and/or abatement as needed.

23.18 Housing Accessibility for Persons with Disabilities

Housing selected for the UBV program must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 C.F.R. part 8. Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 C.F.R. 100.205, as applicable.

PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

23.19 Agreement to Enter into HAP Contract

In order to offer UBV assistance in rehabilitated or newly constructed units, PHA will enter into an agreement to enter into an AHAP contract with the owner of the property. PHA may develop a local Agreement form to reflect the features of its UBV program.

In the AHAP the owner agrees to develop the UBV contract units to comply with HQS, and PHA agrees that upon timely completion of such development in accordance with the terms of the AHAP, PHA will enter into a HAP contract with the owner for the contract units.

PHA will not enter into an AHAP with the owner until the subsidy layering review is completed and PHA has received environmental approval.

When selecting a proposal for rehabilitated or newly constructed units, PHA will not enter into a HAP contract until construction of the units is completed and the units have been determined to comply with HQS or such other local standard implemented by PHA pursuant to its MTW authority.

23.20 Conduct of Development Work for New Construction and Rehabilitation

23.20.1 Labor Standards

If an AHAP covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must comply with the Davis-Bacon Act in relation to wages paid to laborers and mechanics employed in the development of housing. The AHAP will include the labor standards clauses required by HUD for insertion into contracts with contractors and subcontractors, such as those involving the Davis-Bacon Act. Any development initiated on existing units after the project is selected to receive UBV assistance or within 18 months after the effective date of the HAP contract triggers Davis-Bacon wage requirements.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations.

23.20.2 Equal Opportunity

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements. See PHA's Section 3 policy for further information on Section 3 requirements.

23.20.3 Owner Disclosure

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

23.20.4 Evidence of Completion

At a minimum, the owner must submit the following evidence of completion to PHA in the form and manner required by PHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing (See [23.20.1 Labor Standards](#) and [23.20.2 Equal Opportunity](#)); and
- Certificate of Occupancy for all units.

At PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

23.20.5 PHA Acceptance of Completed Units

Upon notice from the owner that the housing is completed, PHA will inspect to determine if the housing has been completed in accordance with applicable requirements, including compliance with HQS and any additional requirements imposed under the RFP or award letter. PHA must also determine if the owner has submitted all required evidence of completion.

If PHA determines the work has been completed in accordance with the foregoing and that the owner has submitted all required evidence of completion, PHA will execute the HAP contract with the owner.

23.21 Inspecting Units

23.21.1 Pre-selection Inspection – Existing Housing

PHA will inspect all the units on or about the proposal selection date and will determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date.

23.21.2 Pre-HAP Contract Inspections

PHA must inspect each contract unit before execution of the HAP contract. PHA will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

23.21.3 Turnover Inspections

Before providing assistance to a new family in a contract unit, PHA will inspect the unit. PHA will not provide assistance on behalf of a family until the unit fully complies with HQS.

23.21.4 Regular Inspections

At least biennially during the term of the HAP contract, PHA will inspect each unit in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover

inspections are not counted toward meeting this regular inspection requirement. PHA may alter the regular inspection frequency as needed to ensure that HQS standards are met.

23.21.5 Other Inspections

PHA will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. PHA will take into account complaints and any other information coming to its attention in scheduling inspections.

PHA will conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS. In conducting PHA supervisory quality control HQS inspections, PHA will include a representative sample of both tenant-based and unit-based units.

23.22 Housing Assistance Payments Contract (HAP)

PHA will enter into a HAP contract with an owner for units that will receive UBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible households. Housing assistance is paid for contract units leased and occupied by eligible households during the HAP contract term. PHA uses the HUD HAP contract as modified by PHA's MTW Authority.

With the exception of single family scattered site projects, a HAP contract shall cover a single project. If multiple projects exist, each project shall be covered by a separate HAP contract.

23.22.1 Definition of a Project

MTW Policy

A project is a single building, multiple contiguous or non-contiguous buildings, or multiple buildings on contiguous or non-contiguous parcels of land. A single family building is a building with no more than four dwelling units.

23.22.2 Execution of the HAP Contract

PHA will not enter into a HAP contract until each contract unit has been inspected and PHA has determined that the unit complies with the Housing Quality Standards (HQS).

23.22.3 Term of HAP Contract

PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than twenty years. The term of all UBV HAP contracts will be negotiated with the owner on a case-by-case basis.

23.22.4 HAP Contract Extension

Prior to expiration of the HAP contract, PHA may extend the term of the contract for an additional term of up to twenty years if PHA determines an extension is appropriate to continue providing affordable housing for low-income households. All extensions are subject to funding availability and the conditions prescribed

by PHA at the time of the extension. When determining whether or not to extend an expiring UBV contract, PHA will consider whether such extension is in the interests of PHA and its low-income households.

23.22.5 Termination by PHA

The term of PHA's contractual commitment is subject to the availability of sufficient appropriated funding. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units for the full term of the HAP contract, PHA may terminate units from the HAP contract or the entire HAP contract by written notice to the owner.

23.22.6 Termination by Owner

The owner may terminate the HAP contract, upon notice to the PHA, if the amount of the rent to owner for any contract unit, as adjusted in accordance with regulatory and agency requirements, is reduced below the amount of the initial rent to owner (rent to owner at the beginning of the HAP contract term). In this case, the assisted households residing in the contract units will be offered tenant-based voucher assistance, subject to funding availability.

23.22.7 Remedies for HQS Violations

PHA will not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS or comparable local standards established pursuant to PHA's MTW authority. If PHA determines that a contract does not comply with such standard, PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

PHA will abate and terminate UBV HAP contracts for non-compliance with HQS in accordance with the policies used in the Tenant-Based Voucher Program. These policies are contained in [11.23 Enforcing Owner Compliance](#).

23.23 Amendments to Housing Assistance Payments Contract

23.23.1 Substitution of Contract Units

At PHA's discretion and at any time during the term of the HAP contract, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit.

The HAP contract will be amended to remove the unit and substitute another unit, subject to the following conditions:

- PHA must inspect the substituted unit prior to occupancy;
- Rent for the substituted unit will be the same as the removed unit; provided it meets PHA's rent reasonableness standards; and
- PHA and the owner must sign an amendment to the HAP contract specifying the location of the substituted units.

23.23.2 Addition of Contract Units

Only during the first three years of the HAP contract, the HAP contract may be amended at PHA's discretion to add additional UBV units in the same building. The added units must meet all UBV program requirements except that a new UBV proposal is not required. PHA may consider adding contract units to the HAP contract when PHA determines that additional housing is needed to serve eligible low-income households. Circumstances may include, but are not limited to:

- The local housing inventory is reduced due to a disaster (either due to loss of housing units or an influx of displaced households);
- Voucher holders are having difficulty finding units that meet program requirements; or
- Voucher holders are having difficulty finding accessible units.

23.23.3 Reduction of Contract Units

PHA may reduce the number of HAP contract units in accordance with the policies related to tenant rent equaling the rent to owners, extended vacancies, units with failed HQS re-inspections and abatements (See [CHAPTER 11: HOUSING QUALITY STANDARDS](#)), and insufficient funding. PHA may remove a unit by giving notice to the owner that the HAP Contract is amended to reduce the number of contract units (according to the bedroom size) for the specified reason.

Units occupied by households whose income has increased during their tenancy resulting in the tenant rent equaling the rent to the owner, shall be removed from the HAP contract 180 days following the last housing assistance payment on behalf of the family. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by PHA. If the project is fully assisted, PHA may reinstate the unit removed from the HAP contract after the ineligible family vacates the property. If the project is partially assisted, PHA may substitute a different unit for the unit removed from the HAP contract when the first eligible substitute unit becomes available.

23.23.4 HAP Contract Anniversary and Expiration Dates

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term. The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the date for the first contract units that were originally placed under contract.

23.23.5 Owner Responsibilities under the HAP Contract

When the owner executes the HAP contract she/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP is leased to an eligible family referred by PHA or the owner, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
- The family does not own or have any interest in the contract unit.

23.24 Requirements for PHA-Owned Units

MTW Policy

Upon HUD approval, using its MTW flexibility, PHA waives the independent entity requirements for PHA owned units.

Using Selection Method 3 described in [23.3 Owner Selection Procedures](#), PHA may unit-base PHA-owned units, subject to HUD's requirements regarding subsidy-layering. Units owned by PHA that are selected for UBV assistance are subject to certain requirements.

23.24.1 Inspecting PHA-Owned Units

- **Turnover, Biennial Inspections, Follow-Up Inspections and Other Inspections**
 - The independent entity will inspect each unit before providing assistance to a new family in a contract unit and at least biennially during the term of the HAP contract.
 - The independent entity will also conduct all follow-up inspections and other HQS inspections whenever needed to determine that the units comply with HQS.

In the case of PHA-owned units, the inspections must be performed by an independent agency designated by PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to PHA.

PHA will take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by PHA. The independent entity responsible for inspections will re-inspect the units after PHA notifies the independent entity that the HQS deficiencies have been repaired.

23.24.2 Rent to Owner for PHA-Owned Units

The amount of the initial rent to an owner of units receiving UBV assistance is established at the beginning of the HAP contract term. For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with UBV program requirements.

23.25 Additional HAP Requirements

23.25.1 Housing Quality and Design Requirements

The owner is required to maintain and operate the contract units and premises in accordance with HQS or such other local standard established by PHA pursuant to its MTW authority, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

PHA may elect to establish additional requirements for quality, architecture, or design of UBV housing. Any such additional requirements must be specified in the agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

PHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the UBV project. PHA will specify any special design standards or additional requirements in the invitation for UBV proposals, the agreement to enter into HAP contract, and the HAP contract.

23.25.2 Vacancy Payments

PHA will not pay vacancy claims under the UBV program.

23.26 Authorization for Use of SBWL

MTW Policy

Utilizing authority granted to PHA under its MTW Agreement with HUD, PHA may, at its discretion, provide written authorization to owners of UBV developments to manage and maintain SBWL. All policies in the section under Owner Managed Site-Based Waiting Lists use MTW authority.

23.26.1 Request for Owner Managed SBWL

Owners must prepare and submit a written request to operate an owner managed UBV SBWL. As part of the SBWL request, owners must submit their proposed Tenant Selection Plan. PHA will review all requests and provide a written response regarding the outcome of their request to operate a UBV SBWL. Review elements include but are not limited to:

23.27 Tenant Selection Plan

Prior to execution of the HAP contract and as part of the approval process for owner management of SBWL, PHA will review approve the owner's Tenant Selection Plan for the project. The Tenant Selection Plan must include the following:

- Owner acknowledgement of the requirement to follow applicable policies in PHA's Administrative Plan. PHA will provide owners with a list of policies which may be modified by the owner.
- Procedures for accepting applications and selecting applicants from the waiting list including acknowledgement that PHA policies for opening and closing the waiting list, accepting applications and selecting applicants from the waiting list must be followed.
- Policies on site specific preferences, screening, security deposits, unit transfers and modification of the Tenant Selection Plan.
- Statement of non-discrimination including the owner's policy to promote equal opportunity and non-discrimination in accordance with the federal and state constitutions and legislative enactments addressing discrimination in housing.

23.28 Applying for UBV Assistance

Many of the provisions of the Tenant-Based Voucher regulations also apply to the UBV program, including requirements related to selecting applicants from the waiting list and determining eligibility. Even with these similarities, there are requirements that are unique to the UBV program. This section describes the requirements and policies related to eligibility and admission to the UBV program.

Applicants for the UBV program may be:

- Tenants in PHA's Tenant-Based Voucher Program
- Applicants who applied directly to the UBV Program/site; or
- Applicants who were referred from authorized service providers to a specific UBV site based on the program/services/selection criteria for the site.

23.29 Selection of UBV Program Participants

Owners will select UBV applicants for UBV vacancies in concert with PHA's policies on selection from the waiting list and the owner's tenant selection plan which must be approved by PHA. Generally, this means using date and time of application, unit size and any applicable selection preference.

23.30 Supportive Housing & UBV

As part of PHA's UBV program, PHA partners with Philadelphia's Office of Supportive Housing to provide UBV housing for eligible families. Applicants for these programs are referred by the Office of Supportive Housing to the UBV owner and PHA. Management of the referral process is consistent with fair housing laws.

23.31 In-Place Families

An eligible family residing in a proposed UBV contract unit on the date a proposal is selected by PHA is considered an “in-place family.” These households are afforded protection from displacement. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family will be placed on the SBWL. If the family’s continued eligibility for UBV assistance is determined (PHA may deny assistance to an in-place family for the grounds specified in this Administrative Plan), the family will be given an absolute selection preference and PHA will refer these households to the project owner for an appropriately sized UBV unit in the project. Admission of eligible in-place families are not subject to income targeting requirements.

This protection from displacement does not apply to households that are not eligible to participate in the program on the proposal selection date.

23.32 Preferences

Where PHA has established selection preferences and/or criteria for occupancy of particular UBV developments or units, owners must select applicants from the waiting list in accordance with the established preferences and/or selection criteria. The selection criteria for a preference must be clearly defined in the owner’s Tenant Selection Plan. PHA may give preference to disabled households who need services offered at a particular project or site if the preference is limited to households (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

23.33 Units with Accessibility Features

In the event an accessible unit/unit with accessible features is occupied by a family that does not require those features, the family in the accessible unit must move when a non-accessible unit becomes available and a resident or applicant with a disability requires such a unit. Households living in accessible units or units with accessible features that do not require such units/features will be given advance notice when a resident or applicant with a disability is identified for the unit. See [23.63.2 Inappropriately Housed in an Accessible Unit Transfer](#). PHA requires that households living in accessible units in UBV developments sign an accessible unit lease addendum.

23.34 Screening

23.34.1 Owner Screening

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for income eligible households. Owners have the right to screen and either accept or reject an applicant in accordance with their PHA approved Tenant Selection Plan.

Owners must conform to the following requirements regarding screening:

- Collect required verifications and other documents from applicants. Owners must obtain and use PHA release forms when conducting applicant screening.
- Conduct initial eligibility and suitability screening of applicants selected from the waiting list. Note that PHA makes the final eligibility determination.
- Maintain a written record of screening results and include in the applicant's file. Records of rejected or ineligible applications must be maintained by the owner for at least four years and must contain the reason for rejection or ineligibility. These results must be provided to PHA upon request. Applicants that were denied for site-specific screening may maintain their name on other site-based waiting lists and on any PHA waiting list;
- Inform applicants, in writing, if the applicant is rejected or otherwise determined ineligible based on the initial eligibility and suitability screening, including providing the applicant with the reason for the rejection or ineligibility determination. The denial/ineligible notification letter must include information on the applicant's right to request an informal review of the decision, the right to request a reasonable accommodation and the process by which the informal review and reasonable accommodation is requested. If an applicant requests an informal review, the owner must provide PHA with the application and screening documentation;
- Forward approved applicant files to PHA for final eligibility determination and calculation of tenant rent amount prior to housing the family. PHA will not make housing assistance payments for applicants that are housed in a UBV unit prior to PHA's authorization.

If a UBV owner rejects a family for admission to the owner's units, such rejection will not affect the family's position on the PHA tenant-based voucher waiting list or other UBV SBWL.

23.34.2 PHA Screening

PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening. Generally, PHA will not conduct screening to determine a UBV applicant family's suitability for tenancy.

PHA will provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by PHA) of the family's current landlord and any prior landlords.

23.35 Eligibility for UBV Assistance

For current voucher program tenants, eligibility was determined at original admission to the voucher program and does not need to be re-determined at the commencement of UBV assistance. However, current voucher program tenants are still subject to eligibility and screening requirements set forth in the owner's PHA approved Tenant Selection Plan. For all others, eligibility for admission must be determined at the commencement of UBV assistance.

Applicants for UBV assistance must meet the same PHA eligibility requirements as applicants for the tenant-based voucher program. Applicants are also subject to eligibility and screening requirements set forth in the owner's PHA approved Tenant Selection Plan. PHA reserves the right to make the final eligibility determination for any UBV applicant.

Once an owner informs PHA that they have selected a family for an appropriately sized UBV unit and have deemed that applicant suitable for housing at their site, PHA will screen the applicant for program eligibility.

No client may enter into a lease until PHA has determined eligibility.

If PHA determines that a family is not eligible for any reason, the family has a right to an informal review; however, the owner is not required to hold the unit vacant until the outcome.

Should the ineligibility determination be reversed, the applicant will be placed back on the UBV waiting lists in the same position they were in at the time of the finding of ineligibility.

If the original unit is still available at the time the determination is reversed, PHA will work with the owner to lease the applicant up as expeditiously as possible.

23.36 Unit Offers

UBV owners are generally required to offer vacant units to existing UBV households within the owner's UBV portfolio or to UBV households on the transfer waiting list prior to housing applicants on the site-based waiting list. Owners will be required to follow a PHA approved ratio of new admissions to transfers. As needed, PHA will review occupancy trends and, based on that review, may revise the ratio of new admissions to transfers.

Order of selection for vacant units for existing UBV tenants is subject to [23.63 Hierarchy of Transfers](#). Within the same transfer category, tenants will be selected according to date and time of transfer request. In all cases, voluntary transfers must be offered vacant units after mandatory transfers. Among tenants within the same transfer category, selection must be in accordance with date and time of transfer request.

23.37 Right to a Tenant Based Voucher

MTW Policy

Upon leasing a UBV unit, the tenant family relinquishes all rights to a Tenant-Based Voucher. The family will certify that PHA is not required to offer further assistance if the family vacates the selected unit. UBV tenants are not eligible for a preference to receive a Tenant-Based Voucher from PHA; however, UBV tenants may apply for a Tenant-Based Voucher, public housing unit or other available housing resources offered by PHA or other agencies according to the application policies applicable to those programs provided that the waiting list(s) are open. If tenants in the UBV program are already on another waiting list, they will not be removed if they accept a UBV unit.

PHA will provide a Tenant-Based Voucher to a UBV tenant as a result of extended HQS failures. See policy at [23.64 HQS Failures](#)

PHA may offer a Tenant-Based Voucher to a UBV tenant who has successfully completed the FSS program and has been deemed eligible for a Homeownership Voucher.

In extenuating circumstances and subject to funding availability, PHA may offer tenant-based assistance, according to the hierarchy of UBV transfer, for households requiring:

- Transfers due to Personal Safety/VAWA/Other Emergency;
- Reasonable accommodation transfers.

23.38 Unit Refusal

If an applicant responds to the owner and states he/she is no longer interested in a UBV unit or turns down the offer of a UBV unit, the owner will remove the applicant from all waiting lists overseen by that owner. The applicant will retain his/her position on all other UBV and PHA waiting lists.

The owner may not remove a tenant from the UBV waiting list if the tenant had good cause for refusing the unit. [See 23.38.1 Good Cause Refusal of UBV Units](#) policies.

If an applicant refuses a unit-based unit without good cause, removal from the owner's waiting list is subject to the owners Tenant Selection Plan.

23.38.1 Good Cause Refusal of UBV Units

Applicants/Tenants may refuse to accept a unit offer for "good cause." If a good cause for refusal is verified by PHA, applicants/tenants may retain their waiting list position. There are 2 types of good cause:

- Situations in which an applicant/tenant is willing to move but is unable to do so at the time of the unit offer (e.g. the applicant/tenant is in the hospital or is serving on a sequestered jury);
- Situation in which the applicant/tenant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, such that accepting the unit offer would require the adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates to PHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation consistent with the documentation requirements found in [3.12.7 Victim Documentation](#). Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on the final application or Lease) or live-in aide necessary to the care of the principal household member;
- The unit is inappropriate for the applicant's/tenant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;

PHA will require documentation of good cause for unit refusals and will verify all claims of good cause. Good cause refusal policies may also be applied to unit offers related to applicable transfers.

23.39 Family Briefing

After a family accepts an offer for UBV assistance and prior to signing the lease, the family is required to attend a verbal briefing conducted by PHA. The briefing may include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, PHA will provide the family with a briefing packet that explains how PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

23.40 Leasing

During the term of the HAP contract, the owner must lease contract units to eligible households that are selected in accordance with established policies and procedures. The contract unit leased to the family must be the appropriate size unit for the size of the household, based on PHA's subsidy standards.

23.41 Lease

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is legally allowed to enter into a contract resulting in the tenant being bound by the terms of the lease and able to enforce the terms of the lease against the owner. The tenant and the owner must enter into a written lease agreement signed by both parties.

The lease for a UBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include the PHA tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by PHA. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease. PHA may review the owner's lease form to determine if the lease complies with state and local law. If PHA determines that the lease does not comply with state or local law, PHA may decline to approve the tenancy.

23.42 Initial Lease Term and Lease Renewal

The initial lease term must be for at least two years, except that PHA may approve a shorter lease term for transitional housing developments. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for "good cause", (see [CHAPTER 20: TERMINATION OF ASSISTANCE AND TENANCY](#)) or refuse to renew the lease without good cause. In the PBV program, "good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. If the owner refuses to renew the lease without good cause, PHA will provide the family with a Tenant-Based Voucher, subject to funding availability, and remove the unit from the UBV HAP contract.

23.43 Security Deposits

The owner may collect a security deposit from the tenant. PHA prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

Subject to state and local law, PHA will allow the owner to collect a security deposit amount the owner determines is appropriate. When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant. If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

23.44 Changes in the Lease

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give PHA a copy of all changes.

The owner must notify PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by PHA and in accordance with the terms of the lease and the HAP contract.

PHA will re-determine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The re-determined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

23.45 UBV Tenancy Addendum

PHA has developed its own UBV Tenancy Addendum which reflects applicable HUD requirements as well as the features of PHA's MTW UBV program. The UBV Tenancy Addendum must be incorporated as part of the lease. Execution of the PHA's MTW UBV Tenancy Addendum is required for leasing at any UBV site.

The tenancy addendum states:

- The program tenancy requirements;
- The composition of the household as approved by PHA (the names of household members and any PHA-approved live-in aide); and
- The terms of the tenancy addendum prevail over other provisions of the lease.

23.46 Filling Vacancies

The owner must notify PHA, in writing, within 5 business days of learning about any vacancy or expected vacancy. Owners must promptly refer households to PHA for screening by PHA to minimize the likelihood and length of any vacancy.

Where applicable and in accordance with the transfer to new admission ratio, PHA must make reasonable efforts to promptly refer households from the Transfer Waiting List to fill such vacancies.

23.47 Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 or more days, PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

23.48 Determining Initial Rent to Owner

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

23.49 Rent Limits

The rent to owner will not exceed the lowest of the following amounts:

- An amount determined by PHA, not to exceed 110 percent of the applicable fair market rent (or any PHA exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner (see [23.55.3 Rent Floor](#) for the application of rent floor policies).

MTW Policy

The rent to owner will not exceed the lowest of the following amounts:

- An amount determined by PHA, not to exceed 110 percent of the applicable fair market rent (or any PHA exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent;
- The rent requested by the owner; or
- Such other amount determined by PHA to be appropriate for the unit based upon the nature of the unit and the RFP from which the owner was selected. For example, in certain cases, PHA believes a shallower subsidy is more appropriate.

23.50 Rent Limits in Certain Tax Credit Units

For certain tax credit units, the rent limits are determined differently than for other UBV units. These different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

- The tax credit rent exceeds a PHA-determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard).

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

23.51 Use of FMRs, Exception Payment Standards and UAs

When determining the initial rent to owner, PHA will use the most recently determined FMR and exception payment standard in effect and the utility allowance schedule in effect at execution of the HAP contract. PHA will continue to use the city wide FMR to determine rent for UBVs, i.e. PHA will not use SAFMR for UBVs.

When redetermining the rent to owner, PHA will use the most recently determined FMR and exception payment standard and the utility allowance schedule in effect at the time of re-determination.

At its discretion, PHA may, for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for re-determinations of rent, the 30-day period immediately before the re-determination date.

Any HUD-approved exception payment standard amount under the Tenant-Based Voucher Program also applies to the UBV Program. HUD will not approve a different exception payment standard amount for use in the UBV program.

The same utility allowance schedule applies to both the Tenant-Based and Unit-Based Voucher Programs.

23.52 Rent Increase

If an owner wishes to request an increase in the rent to owner from PHA, the request must be submitted to PHA 90 to 120 days prior to the anniversary of the HAP contract and must include the new rent amount the owner is proposing. The request must be in writing and in the form and manner required by PHA. Only if the owner has complied with the requirements of the HAP contract, including compliance with HQS, may PHA approve rent increases in accordance with the rent limits described in this chapter. There are no provisions in the UBV program for special adjustments (i.e. adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units, which have resulted from substantial general increases in real property taxes, utility rates or similar costs). The owner may not receive any retroactive increase of rent for any period of non-compliance.

23.53 Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR, or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

The rent to the owner for each contract unit may at no time exceed the reasonable rent, except in cases where, PHA has elected, within the HAP contract, not to reduce rents below the initial rent to owner and, upon re-determination of the rent to owner, the reasonable rent would result in a rent below the initial rent. If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

23.54 Notice of Rent Changes

The rent to owner is re-determined by written notice by PHA to the owner specifying the amount of the re-determined rent. PHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

23.55 Reasonable Rent

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit will not exceed the reasonable rent for the unit as determined by PHA (see [23.53 Rent Decrease](#)).

23.55.1 Alternative System for Determining Reasonable Rent for PBV Scattered Sites

MTW Policy

Upon approval of PHA's FY 2019 MTW Plan, PHA will develop an alternate system for reasonable rent (RR) determinations for PBV single scattered site projects covered by a single HAP contract within the same sub-market area. PHA will determine the sub-market for the project and where both the sub-market and bedroom sizes are the same, PHA will conduct one RR determination for units of the same size. For example, if PHA provides a PBV subsidy to 7 scattered site/buildings within the same project covered by a single HAP contract each with two and three bedroom units in the Germantown section of Philadelphia, PHA will conduct one RR determination for all of the two bedroom units and one RR determination for all of the three BR units.

23.55.2 When Rent Reasonable Determinations are Required

MTW Policy

PHA will re-determine the reasonable rent for a unit receiving UBV assistance whenever any of the following occur:

- The owner requests an increase in rent (at the time authorized under the HAP contract);
- PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;

- The HAP contract is amended to substitute a different contract unit in the same building; or
- There is any other change that may substantially affect the reasonable rent.
- At any other time PHA or HUD deems it necessary.

23.55.3 Rent Floor

At PHA's option, PHA may elect within the HAP contract not to reduce rents below the initial rent to owner except under the following circumstances:

- To correct errors in calculations in accordance with HUD requirements;
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55; or
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

Generally rent floors will only be utilized for projects that include tax credit financing where the lender/investor requires a rent floor.

23.55.4 How to Determine Reasonable Rent

The reasonable rent of a unit receiving UBV assistance is determined by comparison to rent for other comparable unassisted units. See [12.1 How Reasonable Rents are Determined](#).

23.55.5 Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

23.56 Effect of Other Subsidy and Rent Control

23.56.1 Other Subsidy

At its discretion, PHA may reduce the initial rent to owner because of other governmental subsidies, including grants and other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;

- A formerly insured or non-insured Section 236 project that continues to receive an Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) Below Market Interest Rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

23.56.2 Rent Control

In addition to the rent limits set by UBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

23.57 Payments to Owner

23.57.1 Housing Assistance Payments

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

PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if family goods or property are left in the unit).

The amount of the housing assistance payment by PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

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

23.57.2 Tenant Rent to Owner

The tenant rent is the portion of the contract rent paid by the family. The amount of tenant rent is determined by PHA in accordance with PHA's MTW policies and HUD requirements, as applicable. Any changes in the amount of tenant rent will be effective on the date stated in PHA's notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by PHA. The owner must immediately return any excess payment to the tenant.

23.58 Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by PHA. Likewise, PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

23.59 Utility Allowance Payments

If the amount of the utility allowance exceeds the total tenant payment, PHA will pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, or to the utility company on the tenant's behalf after notice to the tenant, and the tenant rent to the owner must be zero. See [9.10 Utility Allowance Payments](#) regarding quarterly UAP payments.

23.60 Other Fees and Charges

23.60.1 Meals and Supportive Services

With the exception of UBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving UBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

23.60.2 Other Charges by Owner

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

23.61 Transfer Waiting Lists

23.61.1 Centralized UBV Transfer Waiting List

PHA maintains a centralized UBV transfer waiting list for transfers for households needing to move due to conditions listed under Transfer policies. If there is no appropriate unit available in the owner's UBV portfolio after determination of the need for transfer by the owner, the owner must notify PHA of the need for a unit and PHA will place the family on the UBV Transfer waiting list. PHA will then attempt to identify an appropriate vacant unit in a different UBV development that meets the family's needs. PHA cannot guarantee that such a vacant unit will be available within a reasonable period of time. Therefore, the waiting time on the UBV Transfer waiting list may be lengthy.

23.61.2 Order of Selection from the UBV Transfer Waiting List

When a UBV owner notifies PHA of a vacancy or expected vacancy, based on the new admission to transfer ratio, PHA will notify the owner to select an applicant from their waiting list or refer a family from the UBV Transfer waiting list. If PHA refers a family from the UBV Transfer waiting list, the family will be selected in accordance with the UBV transfer hierarchy and accordance with PHA's policies on selection from the waiting list. Generally, this means using transfer preference, date and time of transfer approval and unit size.

23.62 Transfers

Generally, UBV transfers occur when one or more of the following conditions apply:

- The family is over housed or under housed (Occupancy Standard Transfers);
- The family requires a move because of an approved reasonable accommodation request (Reasonable Accommodation Transfer);
- The family has emergency circumstances which have been verified and approved by the owner and PHA (Personal Safety/VAWA/Other Emergency Transfer); see 1 [Transfers and Portability Under VAWA](#)); or
- The family, who does not need an accessible unit, is housed in an accessible unit and the unit is needed by a tenant or applicant; (Accessible Unit Transfer)

PHA will contact the owners of different UBV developments when an appropriate vacant unit for the approved transfer family is available. The transfer family will be required to contact the UBV owner to complete an application. The UBV owner will then conduct its regular screening process and may select or reject the family pursuant to its existing PHA-approved Tenant Selection Plan as well as any other approved occupancy requirements.

Households wishing to live at another UBV site must apply directly to the site. The family must complete the initial lease term before they will be authorized to move from one UBV development to another. PHA will not maintain a transfer waiting list for households requesting to move to another UBV site with continued assistance unless the family has been approved for one of the mandatory or voluntary transfers as defined in the following section.

See policies at [23.37 Right to a Tenant Based Voucher](#) for instances where PHA may offer a tenant based voucher to UBV tenants.

23.62.1 PHA Initiated Transfers

PHA initiated transfers are mandatory. Assistance will be terminated for households who refuse PHA initiated transfers without good cause. The following are reasons for PHA initiated transfers.

- Occupancy standard transfers
- Accessible unit transfers

23.62.2 Tenant-Initiated Transfers

The following are the reasons for tenant initiated transfers. Tenant initiated transfers are voluntary, meaning that the transfer request is voluntarily made by the tenant.

- Personal safety/VAWA/other emergency
- Reasonable accommodation

A family that requests a transfer and refuses a unit without good cause will be removed from the transfer waiting list and may not reapply for a transfer for a period of one year from the date of unit refusal. See policies at [23.37 Right to a Tenant Based Voucher](#) for instances where PHA may offer a tenant based voucher to UBV tenants.

23.63 Hierarchy of Transfers

After PHA's approval of a family's transfer request, PHA will attempt to locate an appropriate unit for the family within the UBV program. If there are no appropriate units available, the family will be placed on PHA's Transfer waiting list. Among UBV households within the same transfer category, selection will be made according to date and time of the approved transfer request. PHA's centralized Transfer waiting list will use the following hierarchy for selection:

- Personal Safety/VAWA/Emergency
- Inappropriately Housed in an Accessible Unit
- Reasonable Accommodation
- Occupancy Standard

23.63.1 Occupancy Standard Transfers

Owners must ensure that households are occupying the correct size units according to PHA subsidy standards. When a family is occupying a unit that is the incorrect size, based on PHA's subsidy standards, the owner must notify the family of this determination, and offer the family the opportunity to receive continued housing assistance in another appropriately sized unit. These transfers are referred to as Occupancy Standard Transfers.

If there are no appropriate units available in the same development, the owner must promptly transmit a transfer request to PHA. PHA will place the family on the Transfer waiting list. Households will be selected for Occupancy Standard transfers consistent with the date and time of request and hierarchy of UBV transfers.

When the family is offered another UBV unit, the family will be given 30 days from the date of the offer to accept the offer and move out of their UBV unit. If the family does not move out within this 30-day time frame, PHA will terminate the housing assistance payments at the expiration of this 30-day period. PHA may make exceptions to this 30-day period if needed as a reasonable accommodation or for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

23.63.2 Inappropriately Housed in an Accessible Unit Transfer

In order to minimize loss of income to a project, an accessible unit may be leased to a family that does not require the unit's special features under the following circumstances:

- It has been vacant for at least 30 days; and
- The owner/project sponsor has exhausted its outreach sources to identify a family that would benefit from the unit's accessible features.

Owners must utilize and applicable families must sign a lease addendum that requires an inappropriately housed family to move from an accessible unit when a family that needs the accessibility features is identified for the unit.

Upon need of the accessible unit by an applicant or tenant, the family not needing the accessible unit must vacate the unit if and when an appropriately sized unit is available. If there is a suitable UBV unit available within the project, the owner must offer the unit to the family currently occupying the accessible unit. The owner must notify PHA and PHA must approve all intra-development transfers in advance.

If there are no appropriate units available in the same development, the owner must promptly transmit a transfer request to PHA. PHA will place the family on the Transfer waiting list. Households will be selected for Accessible Unit Transfers consistent with the date and time of request and hierarchy of UBV transfers. While the family is on the Transfer waiting list, the family will remain in the accessible unit without penalty until such time as an appropriate unit becomes available to the family.

When the family is offered another UBV unit, the family will be given 30 days from the date of the offer to accept the offer and move out of their UBV unit. If the family does not move out within this 30-day time frame, PHA will terminate the housing assistance payments at the expiration of this 30-day period. PHA may make exceptions to this 30-day period if needed as a reasonable accommodation or for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

23.63.3 Reasonable Accommodation Transfer

PHA will transfer households with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the family's existing unit. These transfers are family initiated and are voluntary on the part of the family. The family must transmit a transfer request to PHA which includes the reason for transfer and any supporting documentation. Upon verification of the need for the transfer, PHA will place the family on the transfer waiting list. Households will be selected for Reasonable Accommodations Transfers consistent with the date and time of request and hierarchy of UBV transfers.

Examples of the types of Reasonable Accommodation Transfer requests warranting a transfer may include:

- The need to be in a ground floor unit or a unit with an accessible path if a family member is unable to climb stairs;
- The need for a fully accessible unit;
- The need to be located near a required treatment facility or to be closer to transportation in order to get to a required treatment facility; and
- The need for a larger unit to accommodate a live-in aide.

23.63.4 VAWA/Other Emergency Transfers

Owners must transfer households who have requested transfers as a result of domestic violence, dating violence, stalking or sexual assault or who have a family member under an order of police protection. These transfers are family initiated and are voluntary on the part of the family. Households that make an emergency transfer request under VAWA, will have priority to receive the next available opportunity for continued tenant-based assistance. If a tenant-based voucher is unavailable, PHA will offer to allow the household to move to another UBV unit at the same site, if available, and if the household determines that the unit is safe, or to a unit at another UBV site under PHA. The household may also be offered placement on PHA's Public Housing waiting list. Households that make a request for an emergency transfer under VAWA will be provided with a list of housing opportunities in the community, not necessarily affiliated with

PHA, and/or will be referred to domestic violence victim services providers at the UBV client's request. See policies at [17.8 MTW Transfers](#) for instances when PHA may offer public housing to voucher recipients and at [23.37 Right to a Tenant Based Voucher](#) for instances where PHA may offer a tenant based voucher to UBV tenants. See also PHA's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking for UBV Households which is attached as an Appendix to this Administrative Plan.

23.64 HQS Failures

Households living in UBV units which have been in HQS failed status beyond the established thresholds for repair will be issued a TBV and the unit will be removed from the HAP contract.

The family will be given 30 days from the date of the offer to accept the offer and move out of the UBV unit. If the family does not move out within this 30-day time frame and does not have good cause for the refusal, PHA will terminate the housing assistance payments to the owner and the assistance to the family in accordance with the policies in the Administrative Plan. PHA may make exceptions to this 30-day period if needed as a reasonable accommodation or for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

23.65 Termination of Tenancy

23.65.1 Owner Termination of Tenancy

During the lease term an owner shall not terminate the tenancy of a family except for specific reasons. See [CHAPTER 20:TERMINATION OF ASSISTANCE AND TENANCY](#) for specific policies on owner termination of tenancy.

In the UBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for an individual, family or other non-residential rental purpose.

23.65.2 Termination for Non-Compliance with Supportive Services Requirement

If a family is living in a unit-based unit because of participation in a supportive services program (i.e., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

23.65.3 Termination for Tenant Absence from the Unit

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by PHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 183 calendar days in a calendar year for any reason.

23.66 Family Lease Termination

The family may terminate the lease at any time after the initial term. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to PHA. Once a family terminates the lease, the family will no longer be part of the HCV or UBV Program.

23.67 Shared-Housing Unit-Based Developments

23.67.1 Introduction

Except where modified by the Shared Housing policies in this section, PHA will apply applicable UBV policies to Shared Housing as stated in the Administrative Plan.

Shared Housing is a single housing unit occupied by more than one assisted person. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted person.

23.67.2 Acceptance of Proposals

PHA will accept proposals from owners that wish to provide opportunities for Unit Based Assistance in projects with Shared Housing.

23.67.3 General Requirements

The following general policies apply to Shared Housing in PHA's Unit Based Voucher Program:

- Families may only consist of one person for each bedroom in the Shared Housing unit unless the person requires a live-in aide for a reasonable accommodation.
- Project owners may consider the gender of adults, subject to all Fair Housing laws and regulations, in determining the compatibility of households under consideration for a Shared Housing unit.
- A Shared Housing unit will be considered one housing unit for the purpose of determining rent reasonableness and determining Housing Assistance Payments.
- Pro-rata portion for Shared Housing means the ratio derived by dividing the number of bedroom in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy one bedroom in a five bedroom unit, the ratio would be 1/5.
- Each assisted person will have a separate lease for their portion of the unit.
- There will be one HAP contract covering the contracted bedrooms in the Shared Housing unit.
- The Housing Assistance Payment will not be increased if a Shared Housing unit is not fully occupied. The owner may not increase an individual household's rent contribution if the unit is not fully occupied.

23.67.4 Waiting List

Generally, applicants for Shared Housing units are referred to PHA by the project owner. When referred to PHA, these families may have already been determined eligible based on the referring organizations criteria. For example, HUD-VASH Project Based must receive referrals from the Philadelphia Veterans Administration. Referred applicants will be sequenced on the waiting list by date and time of referral.

23.67.5 Eligibility

Program Eligibility will be determined separately for each of the individual households being considered for a Shared Housing unit. Each assisted individual household must be determined eligible under the same

guidelines used to qualify other PHA Unit Based applicants (i.e., meeting the definition of a Family; income eligibility limits, etc.)

Project owners will determine suitability of each of the individual households considered for Shared Housing per their Tenant Selection Plan prior to referring to PHA.

An assisted family may share a housing unit with the following people:

- Other persons who are assisted under the tenant-based housing program; and/or
- Other persons who are not assisted under the tenant-based program

23.67.6 Rent Reasonableness

The rent to Owner for each subsidized family may not exceed the pro-rata portion of the reasonable rent for the Shared Housing unit. Reasonable rent is determined in accordance with applicable UBV MTW and Non-MTW policies.

23.67.7 Utility Allowance

Owners with UBV Shared Housing contracts are responsible for payment of all utility costs for the unit.

23.67.8 Contract Rent

The Contract Rent for each subsidized family is pro-rated by dividing the total contract rent for the unit by the number of bedrooms in the unit to determine a per bedroom price.

The total bedrooms in the unit may not be less than the total bedrooms required by all persons living in the shared unit and all pro-rated rents must add up to the total contract rent.

The HAP for a family in Shared Housing is the TTP minus the gross rent for the Shared Housing unit.

Housing assistance payments will not be increased if a Shared Housing unit is not fully occupied.

As the household's rent contribution is based on its income, the owner may not increase an individual household's rent contribution if the unit is not fully occupied.

23.67.9 Vacancies

Filling a Vacancy

When one family chooses to leave the Shared Housing unit, it is the Owner's responsibility to refill the vacant portion of the unit. Neither the remaining tenants nor PHA will be required to pay the lost payment. Owners of Shared Housing projects are expected to fill vacancies within 30 days to avoid over-housed situations.

Payment for Move-out Month

If an assisted family moves out of the unit, the Owner may keep the housing assistance payment payable for the calendar month when the Family moves out.

Vacancy Payments

PHA will make NOT vacancy claims under the UBV program Shared Housing program.

23.67.10 HQS in Shared Housing

At initial occupancy PHA will conduct a full HQS inspection on the entire unit.

At least once every twenty four months, PHA will conduct an HQS inspection of the entire unit.

PHA will not re-inspect individual bedrooms upon turnover.

Each Shared Housing unit must comply with the following:

- The entire unit must provide adequate space and security for all residents;
- Each unit must contain private space and security for each assisted family, plus common space for shared use by the residents of the unit;
- The private space for each assisted family must contain at least one bedroom for each family;
- A zero or one-bedroom unit may not be used as a group home or for Shared Housing;
- The unit must contain a living room, dining area, kitchen, minimum of one bathroom for every four persons, one sleeping room of appropriate size for each person, and other appropriate social or recreational community space;
- A cooking stove or range and a refrigerator(s) of appropriate size in sufficient quantity for the number of occupants shall be present. The stove and refrigerator must be included with the unit and may not be provided by the tenant(s).

23.67.11 Moves

In the case of Shared Housing, a family may be permitted to move between bedrooms within the unit; however, families in Shared Housing are subject to all other PHA MTW and Non-MTW policies, as applicable. All moves to, from and within Shared Housing must be approved by PHA.

23.67.12 VASH

In such cases where a HUD-VASH family wishes to move from its UBV Shared Housing unit, at its option, PHA may offer the family continued HCV assistance through one of its regular vouchers to free up the HUD-VASH voucher for another eligible family referred by the VAMC or CBOC.

Where case management is still required, tenant-based rental assistance will be limited to jurisdictions where VAMC or CBOC case management services are available. However, to ensure that all UBV units under a housing assistance payments contract remain continuously funded, the following will be implemented when a HUD-VASH family is eligible to move from its UBV unit and there is no other comparable tenant-based rental assistance to offer the family:

- If a HUD-VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, PHA may require the family to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days;
- If a HUD-VASH tenant-based voucher is still not available after that period of time, the family will be allowed to move with its HUD-VASH voucher and PHA will replace the assistance in the UBV unit with one of its regular vouchers unless PHA and owner agree to remove the unit from the HAP contract; and

- If after 180 days, a HUD-VASH tenant-based voucher does not become available and PHA does not have sufficient available funding in its HCV program to attach assistance to the UBV unit, the family may be required to remain in its UBV unit until such funding becomes available. In determining if funding is insufficient, PHA will take into consideration its available budget authority.

23.68 UBV & Applicable MTW Policies

MTW Policy

In addition to other policies described in this chapter, the following MTW initiatives apply to UBV units:

- Rent Simplification as noted in [9.2 Total Tenant Payment](#);
- Biennial recertification as noted in [16.3 Regular Recertification](#);
- Triennial recertification as noted in [16.3 Regular Recertification](#);
- Reasonable rent policy not to conduct a reasonable rent re-determination when there is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date as noted in [12.2 Required Reasonable Rent Re-Determination](#);
- Interim recertification limits as noted in [16.16.1 Limits on Interim Recertification](#);
- Asset income self-certification as noted in [10.17 Verification of Assets](#); and
- Asset income calculation and exclusion as noted in [8.7 Asset Income](#).