



Cambridge **Housing** Authority

Continued Occupancy Policy

1.1 INTRODUCTION

CHA is required to periodically reexamine each family's income and composition, and adjust the family's level of assistance accordingly. Interim recertifications are also needed in certain situations. This chapter includes requirements for continued occupancy as well as requirements for regular and interim recertifications, and the recalculation of family share and subsidy that occurs as a result.

CHA may complete a scheduled or interim recertification while in the process of terminating a participant. Once the recertification is completed, a new rent notification letter is sent to both the owner and the participant. Performing a recertification does not nullify CHA's action against the participant.

1.2 REQUIREMENTS FOR CONTINUED OCCUPANCY

Eligibility for continued occupancy includes, but is not limited to, the following:

- Qualify as a household as defined in this policy;
- Maintain full compliance with the family obligations and responsibilities for the applicable HCV program;
- Meet HUD standards on citizenship or immigration status or pay an adjusted rent;
- Have a Social Security number or HUD issued alternate ID (issuance of a HUD alternate ID in no way alters a participant household member's status);
- Supply true and complete information that CHA or HUD determines to be necessary to determine continued eligibility;
- Use the assisted unit for residence by the family and as the family's only residence;
- Allow CHA to inspect the unit at reasonable times and after reasonable notice;
- Request CHA approval to add household members as occupants of the unit. CHA's approval of such additions is subject to the household composition requirements and landlord approval;
- Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease;
- Comply with lease requirements.
- Never sub-lease or sub-let the unit;
- Promptly give CHA a copy of any owner eviction notice;
- Never commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- Never engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
- Not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
- Not own or have any interest in the unit (other than in a cooperative and owners of a manufactured home leasing a manufactured home space); and
- Not receive HCV program assistance while residing in a unit owned by a spouse, parent, child,

grandparent, grandchild, sister or brother of any member of the family, unless CHA has determined (and has notified the owner and the household of such determination) that approving rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a household member who is a person with a disability.

1.3 INELIGIBLE FOR CONTINUED OCCUPANCY

The following are reasons whereby CHA will determine a household is ineligible for continued occupancy:

- Households that have committed serious or repeated lease violations that are detrimental to the health safety, or quiet enjoyment of the premises or the neighborhood, including but not limited to criminal activity are not eligible for continued participation;
- Households that are evicted “for cause” may not be eligible for continued participation. CHA will evaluate the nature of the case prior to final determination and will notify households in writing of pending termination of participation.
- Households that are not current with any tenant-paid utilities are not eligible for continued participation. CHA will consider reasonable attempts to pay or enter into a payback agreement for outstanding utility account balances.
- Households at zero HAP (paying the full contract rent amount with no subsidy assistance from CHA) for six consecutive months.

MTW Policy – Eligibility for Continued Occupancy

In addition to the requirements above, the continued occupancy requirements below apply to **non-elderly, non-disabled MTW households only**:

- Non-elderly and non-disabled households may not have net assets which exceed \$100,000.
 - This policy does **not** apply to non-elderly and non-disabled residents at preservation properties who were present/resided at the property at the time of prepayment/conversion.
- Non-elderly and non-disabled households who have a present ownership in, and a legal right to reside in, real property suitable for occupancy as a resident are not eligible for continued occupancy.
 - Exceptions to this policy include:
 - A household member or members unable to reside in the property because of domestic violence;
 - Households making a good faith effort to sell the property;
 - A property is owned in a country where there is verifiable evidence that the household would face retribution or repression were they to return to the county where the property is owner; or
 - Non-elderly and non-disabled residents at preservation properties at the time of prepayment/conversion.

- Households not eligible for continued occupancy will be subject to termination of assistance.

1.4 TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION

Unless otherwise noted below, when family obligations require the family to notify CHA of a change and/or obtain CHA approval of such change, the family must report the change to CHA within 30 calendar days from the date of the change.

Any required documents or information that the family is unable to provide at the time of the interview or CHA request from must be provided within 10 business days of the interview or CHA request. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension in writing.

CHA will accept required documentation by mail, email, fax, or in person. Appointments may be scheduled when information needs to be updated or to clarify family-provided materials.

1.5 REGULAR RECERTIFICATION

Once an applicant becomes a participant household, continued eligibility is determined and income, expenses, deductions, and rent are periodically updated. CHA's regular recertification process includes the following:

- At the time of the recertification, households are obligated to report all earned and/or unearned income in accordance with the policies contained in this Administrative Plan. Failure to accurately report all earned and/or unearned income may result in an action to terminate participation.
- The new rent notification letter will include updated information on the contract rent, tenant rent, subsidy amount, subsidy size, the date when any changes take effect and information concerning the Violence Against Women Act, CHA's hardship policy, reasonable accommodation information and Limited English Proficiency Policy.
- The household must report any change in income or family composition between the date of the recertification interview and recertification effective date.

At the recertification appointment, families will be asked to supply all required information (as described in the recertification notice) within the required time frame as stated in the policy on **TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION**. If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination.

Non-MTW Policy – Annual Recertification

CHA conducts a recertification of household income and composition at least annually. This includes gathering and verifying current information about household composition, income, and expenses. Based on this updated information, the household's income and rent must be recalculated.

The following programs are subject to an annual recertification frequency:

- Zero income households;
- Households reporting only temporary or sporadic income;
- VASH;
- Mod/Rehab;
- Mainstream;
- Designated Housing Voucher Program;
- Port-ins;

- Port-outs;
- State programs (AHVP, MRVP, DMH).

MTW Policy – Biennial Recertification

CHA conducts a recertification of household income and composition on a biennial basis (every two years). This includes gathering and verifying current information about household composition, income, and expenses. Based on this updated information, the household’s income and rent must be recalculated.

Biennial recertification applies to MTW households with Tenant-based and Project-Based vouchers, as well as Enhanced vouchers and households in the FSS+ program.

All zero income households, whether they are part of the MTW program or not, are subject to annual recertifications.

If a family believes they would benefit from being recertified annually, the family may request an annual recertification, to be processed at the discretion of the Director of Leased Housing.

1.5.1 Scheduling and Notification of Regular Recertifications

CHA will begin the regular recertification process approximately 120 calendar days in advance of its scheduled effective date, with approximately 30 days advance notice of the appointment.

If the family moves to a new unit, CHA will perform a new regular recertification and establish an anniversary date consistent with the new lease effective date.

CHA also may schedule a regular recertification for completion prior to the anniversary date for administrative purposes, such as to balance staff workload and/or caseloads.

Families generally are required to participate in a regular recertification interview, which must be attended by all household members 18 years of age or older. If participation in an in-person interview poses a hardship because of a family member’s disability, the family should contact CHA to request a reasonable accommodation.

Notification of regular recertification interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will notify the family of the information and documentation that must be brought to the interview.

If the family is unable to attend the scheduled interview, the family should contact CHA in advance of the interview to schedule a new appointment. Only one reschedule of the appointment is permissible. Families are required to provide 48 hours’ advance notice of the need to cancel a recertification appointment.

If a family fails to attend two scheduled interviews without good cause, or if the notice is returned by the post office with no forwarding address, the family will be referred for termination.

Any change in income or family composition between the date of the recertification interview and recertification effective date must be reported.

EXAMPLE: Roy’s family completes their recertification interview with CHA on September 7 for their biennial recertification effective December 1. In November, Roy’s 26-year-old daughter moves out of the unit into her own apartment, and Roy’s 21-year-old son gets a job. Roy must still report both changes within 30 calendar days, even though he has otherwise completed the recertification process.

Good Cause

Good cause for postponed recertification is limited to the documented death or serious illness of the head

of household, an immediate family member or relative that required the attention of the head of household.

Participants who fail to attend an originally-scheduled recertification appointment without giving 48 hours prior notice will be charged a fee of \$60. Participants that are assessed a fee can either pay the fee at their rescheduled appointment or the Leasing Officer will deduct the 1/12th of the fee (\$5.00) from their monthly housing assistance payment over a 12-month period. The decrease in payment to the owner will result in a corresponding increase of the household share.

1.5.2 Effective Dates for Regular Recertifications

Increase in Tenant Rent

In general, an increase in the tenant rent that results from a regular recertification will take effect on the household's anniversary date, and the household will be notified at least 30 days in advance. If less than 30 days remain before the scheduled recertification effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

However, if the household causes a delay in processing the regular recertification, increases in the family share of the rent will be applied retroactively to the scheduled effective date of the recertification. The household will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of CHA. When a household causes a delay in processing the recertification, CHA will not provide the household with 30-day advance notice of the rent increase. Household-caused delays may include, but are not limited to failures to attend appointments or submit documents when required.

Example – Household-Caused Delays

Marvin is an HCV participant with a regular recertification of May 1. CHA was not able to process his regular recertification until April 10 since Marvin did not provide required information on time. Since Marvin's rent was due to increase and since Marvin's new rent will go into effect May 1.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If CHA chooses to schedule an annual recertification for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by CHA; however, the increase will take effect on the first of the month following the end of the 30-day notice period, unless delayed by the participant.

Decrease in Tenant Rent

In general, a *decrease* in the family share of the rent that results from an annual recertification will take effect on the family's anniversary date.

If the family causes a delay in processing the annual recertification, *decreases* in the family share of the rent will not be applied retroactively. The decrease in rent will be effective on the first day of the month following completion of the recertification processing. CHA will not provide the household with 30-day advance notice of the rent decrease.

If CHA chooses to schedule an annual recertification for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by CHA.

1.5.3 Household Member Turning 18 between Recertification Interview and Recertification Effective Date

Income and Deductions

When a household member will turn 18 between the date of the recertification interview, but on or before the effective date of the recertification, CHA will include the household member's income in the calculation

of annual income. CHA will also adjust any household deductions accordingly.

EXAMPLE: A household has a recertification effective date of November 1. One of the household members, at the recertification interview on September 1 is still 17, but will turn 18 on September 30. CHA will calculate the income of that household member as if they were an adult, since the household member will be 18 by the effective date of the recertification. CHA will also not give a dependent deduction for the household member who is turning 18, unless that household member is a full time student or disabled.

Release Forms

When a household member will turn 18 between the date of the interview, but on or before the effective date of the recertification, CHA will have a parent/legal guardian sign any consent/release forms on behalf of that household member in order to authorize CHA to obtain their income verification.

1.6 INTERIM REEXAMINATIONS

Family circumstances may change between annual recertifications. CHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances CHA will process interim recertifications to reflect those changes. HUD regulations and CHA's MTW Agreement also permit CHA to conduct interim recertifications of income or family composition at any time. CHA will verify the circumstances justifying any rent adjustment and will retain such documentation in the file.

CHA may conduct an interim recertification at any time in order to correct an error in a previous recertification, or to investigate a tenant fraud complaint.

Additionally, there is no limit on interims for the FSS+ program.

MTW Policy – Limit on Optional Interim Recertifications

MTW households are subject to the required interim reporting requirements and policies outlined in this chapter.

An MTW household subject to biennial recertification may come into the office twice between biennial recertifications to request an optional interim recertification.

An MTW household subject to annual recertifications may come into the office once between annual recertifications to request an optional interim recertification.

Elderly and disabled MTW households are not subject to limits on interim recertifications.

Interim recertifications that are the result of a change in family composition or any other change the family is required to report are **not** subject to this limit. For clarification on what constitutes an optional interim recertification, read the applicable section on [OPTIONAL REPORTING](#).

There is no limit on interims for FSS+ participants.

Under certain circumstances, MTW households may request a hardship from the limit on optional interim recertifications as needed.

EXAMPLE – INTERIM RENTS: Mr. Baptiste, a disabled participant, has already had his rent adjusted twice in the past year and a half (*two interims*). His pension just got reduced and he comes in for an interim rent reduction.

Even though he has already had two *interims* since his last regular recertification, Mr. Baptiste is disabled so he can still go to have his rent adjusted again. Disabled and elderly households can request as many *interim* adjustments as needed between regular recertification.

MTW Policy – Limit on Interim Recertification Hardship Policy

MTW families may request a hardship exemption from the limit on optional interim recertifications. If approved, CHA may permit the family to request an additional interim recertification beyond the limit. The hardship must be the result of one of the following:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program;
- The income of the family has decreased because of a significant change in circumstances, including loss of employment;
- The death of a household member has occurred, affecting a major source of income for the family; and/or
- Other circumstances determined by CHA.

CHA will not grant hardship exemptions from the limit on interim recertifications if the hardship is considered temporary, defined as lasting less than 60 days.

Non-MTW Policy: There is no limit on the number of interim recertifications between regular recertifications; however, required and voluntary reporting requirements are the same for both MTW and Non-MTW households (as outlined in the policies below).

1.7 REQUIRED INTERIM REPORTING

Interim reporting is required under the conditions outlined below. Any change in income or family composition between the date of the request for an interim recertification and interim recertification effective date must be reported. Failure to report required interim changes within the required time frame will result in retroactive rent increases and is grounds for termination of assistance.

Specific policies on these interim reporting requirements are found under the applicable policy heading. Generally, households must report:

- Any change in family and household composition;
- Any increase in income or decrease in allowable expense following an interim rent reduction;
- Increase in any type of income after a family claims zero/temporary/sporadic income;
- Any changes in household income/expenses and/or changes in circumstances for a family with a financial hardship exemption from minimum rent
- Earned Income Disregard at the start and conclusion of the 24-month eligibility period.

1.7.1 Changes in Family and Household Composition

The family is required to report all changes in family composition pursuant to CHA reporting requirements. See **TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION**. Only persons listed on the most recent recertification form and/or lease, or added in accordance with CHA policy, shall be permitted to occupy an HCV program unit. Households who permit unauthorized individuals to occupy their HCV unit are subject to termination of assistance.

1. All changes in household composition must be submitted in writing. Changes in household composition include but are not limited to:

- Household members listed on the lease are permanently vacating the apartment; or
 - The birth, adoption, or court-awarded custody of a child to someone listed on the lease; or
 - Marriage or addition of an adult who is the partner of a household member.
2. The addition of a family member as a result of birth, adoption, or court-awarded custody does not require CHA approval; however, the family must inform CHA in writing of the birth, adoption or custody of a minor child within the required time frame.
 3. The following additions to the household require written permission from the owner before CHA can approve the request and before the potential household member can move into the apartment:
 - Adult household member (including a new spouse or partner of a household member);
 - Foster child or children;
 - Foster adult;
 - Live-in aide;
 - Child in kinship care;
 - Guardian or caretaker for minor children; or
 - Any person not on the lease who is expected to stay in the unit for more than 30 consecutive days or 90 cumulative days within a 12-month period, and therefore no longer qualifies as a “guest.”
 4. For new occupants joining the assisted family, CHA will obtain required documents, verify citizenship status, and conduct applicable screening prior to making a determination on the eligibility of the addition to the household. The additional household member will not be authorized by CHA until an eligibility determination is made and the participant receives written notice of approval.
 - If CHA determines an individual meets CHA’s eligibility criteria and documentation requirements, CHA will provide written approval to the family.
 - If CHA determines that an individual does not meet CHA’s eligibility criteria and documentation requirements, CHA will timely notify the family in writing of its decision to deny approval of the new family or household member. CHA will notify the applicant of the reasons for the denial.
 5. Changes in household composition may not result in overcrowding in violation of the State Sanitary Code. CHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space or occupancy standards.
 - If the approval of a new family member or live-in aide will exceed HQS space standards, the approval letter will explain that the family will be issued another voucher and will be required to move.
 6. Request to accommodate additional household members based on health-related reasons must be verified by a knowledgeable provider in accordance with CHA’s Reasonable Accommodation Policy.
 7. Participants in expiring use buildings are subject to the Preservation Agreement for that property and related policies on changes in family and household composition.

8. CHA will conduct interim recertifications to account for any changes in household composition that occur between regular recertifications.
9. If removal of a household member results in a minimum TTP, CHA will verify the income of all household members and adjust income and rent accordingly.

MTW Policy

MTW families that add an adult household member to their lease will have their housing assistance payment (HAP) reduced by 10% unless the addition is a spouse or partner of a household member, foster adult, live-in aide, a guardian or caretaker for minor children in the household, or the adult was added as a reasonable accommodation.

Since the rent to owner stays constant, the decrease in the HAP will be compensated by a corresponding increase in the household's portion of the rent.

The HAP subsidy reduction shall continue as long as the added adult is part of the household.

For interims, the HAP subsidy reduction is effective on the first of the month following the addition to the household.

Departure of a Family or Household Member

If a family member or household member ceases to reside in the unit, the family must inform CHA in writing within the required time frame. See **TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION**.

See policies on **ABSENCE FROM THE UNIT** for removal of household members with extended absence.

Heads of household wishing to remove a household member must provide documentation of the new address of the household member being removed. Acceptable documentation includes but is not limited to:

- A lease in the name of the household member leaving, or a utility bill (excluding cellular phone) addressed to their new address; or
- Court order or affidavit

At the Leasing Officer's discretion, CHA may accept reasonable evidence that a household member has left without providing the remaining members any way of contacting them, such as a third-party affidavit that the party has left.

Return of Permanently Absent Family Member

The family must request CHA approval for the return of any adult family members that CHA previously determined to be permanently absent. The individual is subject to CHA's eligibility and screening requirements, and CHA policies on changes in household composition.

1.7.2 Increase in Income/Decrease in Allowable Expenses after Interim Rent Reduction

Families whose last transaction was an interim rent reduction, must report any increase in income or decrease in allowable expenses within 30 calendar days of the change. CHA will process an interim rent increase when income increases and/or allowable expenses decrease. After the family reports the increase in income/decrease in allowable expenses, subsequent increases in income/decreases in allowable expenses do not need to be reported until the next regular recertification.

EXAMPLE 1 – INTERIM RENTS: Mrs. Jones' anniversary as a program participant is February 1. Her regular recertification will begin in December (60 days prior to the anniversary).

In October (before her scheduled regular recertification) Mrs. Jones loses her job, and is unable to pay her rent. She will need CHA to reduce the rent to reflect the reduction in income. Because she is requesting this change before her regular recertification, Mrs. Jones needs an interim recertification.

Mrs. Jones meets with a leasing officer in October and her rent will be adjusted to an interim rent. This rent is calculated based on her income (including unemployment benefits if applicable). At the regular recertification, if her income has not changed (either through employment or receipt of financial assistance) she will continue to pay the amount set at the interim recertification. Her rent will not change until she reports a change in income, or until her next recertification.

When Mrs. Jones has a change in income (either through employment or receipt of financial assistance), she is immediately required to provide verification of the change to CHA. The rent will then be recalculated, and set until her next recertification.

1.7.3 Zero, Temporary, or Sporadic Income and/or Financial Hardship from Minimum Rent

Families who are at zero (\$0) income and/or who report temporary or sporadic income, as well as families who are on a financial hardship from minimum rent, must report any increase in income and/or allowable expenses, in writing, within 30 calendar days of the change. CHA will process an interim recertification and increase the rent when a zero/temporary/sporadic income/financial hardship family reports any increase in income and/or allowable expenses.

Temporary and sporadic income is excluded from the calculation of annual income. Families reporting only temporary or sporadic income will be subject to all zero income policies set forth in this Plan.

MTW Policy

During the period that the household is a zero income household, they will continue to be called in for annual recertifications.

CHA will complete an interim recertification when a zero income family transitions from month three to month four at zero income. The zero income household will not need to meet with CHA as they transition from month three to month four as this adjustment is automatic. See policies related to Zero Income in the Income chapter of this plan.

1.7.4 Earned Income Disallowance

For families receiving the Earned Income Disallowance (EID), CHA will conduct an interim recertification at the start and conclusion of the 24-month eligibility period.

Families receiving the EID, are subject to the limit on voluntary interim recertifications; however the recertifications at the start and end of the 24-month eligibility period do not count toward the limit on interim recertifications.

1.8 OPTIONAL REPORTING

1.8.1 Interim Reduction in Income or Increase in Allowable Expense

The family may request an interim recertification when the family has experienced a change in circumstances since the last determination. See [INTERIM REEXAMINATIONS](#) for MTW policy information on the limit on optional reporting.

If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, CHA will note the information in the tenant file, but not conduct an interim recertification.

If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, CHA will conduct an interim recertification.

CHA will process an interim rent reduction for a family's loss of income and/or increase in allowable expenses if the change is expected to last for longer than 60 days.

CHA will not process an interim recertification based on a job loss unless the newly unemployed household member provides documentation of unemployment benefits from the Department of Unemployment Assistance (DUA) or their former employer; or verifiable evidence that the household member is not eligible for unemployment benefits. However, at the household's request, CHA will process a provisional rent decrease while the unemployment claim is pending. However, should the claim be allowed, the rent will be adjusted retroactively for the period during which the claim was pending.

1.8.2 Welfare Benefit Reduction

If a household experiences a decrease in income from public assistance because a grant is cut for one of the following reasons, the rent is not reduced:

- Department of Transitional Assistance (DTA) reduces the grant because of welfare fraud; or
- DTA reduces the grant because the household failed to comply with work requirements.

If a participating household challenges the DTA's grant reduction and provides proof of challenge, a temporary rent reduction will be processed.

- If DTA upholds the grant reduction, the household owes CHA a retroactive amount that is the difference between the temporary rent reduction and the rent paid prior to the DTA grant reduction. The participating household will be required to enter into a repayment agreement with CHA for any amount in excess of \$250. CHA will not recapture the overpaid subsidy from the owner.
- If DTA overturns the grant reduction, the temporary rent reduction stays and no retroactive balance is owed.

1.9 SUMMARY OF INTERIM REPORTING

The table below includes both MTW and Non-MTW situations and related CHA actions.

SITUATION	CHA ACTION	Limit on Interim Recertification
<p>a) Change in household composition, whether or not income increases or decreases</p> <ul style="list-style-type: none"> • Required • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will process an interim to account for the change in composition • If the removal of a household member and their income results in the minimum TTP, CHA will review the income of all household members and adjust income and rent accordingly • MTW only: If an adult is added to the household who is not a spouse or partner of a household member, or was not added as a reasonable accommodation, or is not a guardian/caretaker for a child, 	<ul style="list-style-type: none"> • MTW only: this action will not count toward the limit on interim reexaminations

SITUATION	CHA ACTION	Limit on Interim Recertification
	<p>or is not a foster adult or live-in aide, the household's HAP will be reduced by 10 percent</p>	
<p>b) Increase in income/decrease in expenses after an interim rent reduction</p> <ul style="list-style-type: none"> • Required • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will process an interim reduction in the rent • Households do not have to report the next increase in income until the next regular reexamination 	<ul style="list-style-type: none"> • MTW only: this action will not count toward the limit on interim reexaminations
<p>c) Increase in income/decrease in expenses after an interim rent increase</p> <ul style="list-style-type: none"> • Voluntary • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will not process an interim rent increase 	<ul style="list-style-type: none"> • N/A
<p>d) Increase in income and/or decrease in allowable expenses for households with zero, temporary, or sporadic income and/or financial hardship from minimum rent</p> <ul style="list-style-type: none"> • Required • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will process an interim rent increase • Households do not have to report the next increase in income until the next regular reexamination 	<ul style="list-style-type: none"> • MTW only: the action will not count toward the limit on interim reexaminations
<p>e) The start and end of the exclusion period of earned income disallowance (EID)</p> <ul style="list-style-type: none"> • Required • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will process an interim reexamination 	<ul style="list-style-type: none"> • MTW only: the interim recertifications at the start and end of the 24-month eligibility period will not count toward the limit on interim reexaminations; however other voluntary interim recertifications requested by households with EIDs will count toward the limit on interim recertifications
<p>f) Decrease in income for any reason, except for decrease that is subject to Imputed Welfare Income Rules</p> <ul style="list-style-type: none"> • Voluntary • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will process an interim reduction in the rent if the income decrease is expected to last more than 60 days. • CHA will not process an interim for a job loss without verification of unemployment benefits 	<ul style="list-style-type: none"> • MTW only: CHA action is subject to the limit on interim reexaminations.

SITUATION	CHA ACTION	Limit on Interim Recertification
	received/denied. CHA may allow a provisional rent decrease while the unemployment claim is pending, but rent will be due retroactively if the claim is approved	
g) Increase in unreimbursed medical expenses (for elderly and disabled households only) <ul style="list-style-type: none"> • Voluntary • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will process an interim reduction in the rent 	<ul style="list-style-type: none"> • MTW only: this action will not count toward the limit on interim reexaminations
h) Increase in unreimbursed child care expenses (subject to the eligibility requirements for this deduction) <ul style="list-style-type: none"> • Voluntary • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will process an interim reduction in the rent. 	<ul style="list-style-type: none"> • MTW only: the action is subject to the limit on interim reexaminations.
i) Decrease in income due to Imputed Welfare Income <ul style="list-style-type: none"> • Voluntary • MTW and Non-MTW 	<ul style="list-style-type: none"> • CHA will process a temporary rent reduction only if the household provides documentation proving a challenge to DTA's findings 	<ul style="list-style-type: none"> • MTW only: the action is subject to the limit on interim reexaminations.

1.10 FAILURE TO REPORT REQUIRED CHANGES/MISREPRESENTATION

CHA will process a retroactive rent increase when a family reported information in error, misrepresented or failed to report facts, or when it knowingly allowed CHA incorrect information from a third party that CHA used to determine the household's rent, resulting in the household paying less than it should have been.

CHA will make corrections and apply any increase in rent retroactive to the first day of the following month in which the misrepresentation occurred.

1.11 PROCESSING THE INTERIM REEXAMINATION

The family must notify CHA of changes in writing, including the required supporting documentation.

Based on the type of change reported, CHA will determine the documentation the family will be required to submit. The family must submit any supporting documentation of the change within 10 business days. Failure to submit the required documentation may impact the interim effective date. This time frame may be extended for good cause with CHA approval.

1.12 EFFECTIVE DATES FOR INTERIM RENT CHANGES

1.12.1 Interim Rent Increases

An increase in family share of the rent at the time of an interim recertification will be effective on the first of

the month following 30 days' notice to the household, except where due to misrepresentation or family-caused delays.

If a household fails to report a required change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The household will be responsible for any overpaid subsidy.

1.12.2 Interim Rent Decreases

Interim rent decreases go into effect the first of the month following the effective date of the verified decrease of income or increase in allowable expenses as long as the household reports change within 30 days.

If the household fails to report the change within the 30-day time period and cannot show good cause for doing so, the rent decrease will go into effect the first of the month following the verification of the decrease of income or increase in unreimbursed medical childcare expenses and not the actual effective date of change.

EXAMPLE: Bill loses his job on January 5 and immediately decides to take a Florida vacation. Upon his return on April 8, he contacts the Leasing Officer and provides all of the necessary documentation to show that he did lose his job on January 5. However, in this case, Bill did not report the change within 30 days as required, and as a result, the change will be effective May 1.

1.13 DOCUMENTS USED ON A PROVISIONAL BASIS

If at the time of the regular recertification, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification that differs substantially from the tenant provided documents becomes available, CHA will conduct an interim recertification.

1.14 RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

After gathering and verifying required information for a regular or interim recertification, CHA will recalculate the family share of the rent and the subsidy amount, and notify the family and owner, in writing, of the changes.

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in CHA's calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.

1.15 APPLYING PAYMENT STANDARDS AT REEXAMINATION

The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the voucher size, the size of unit, and the area in which the unit is located.

- The payment standard used for a regular recertification will be the Board approved payment standard in effect on the date of the actual recertification meeting. Retroactive changes to payment standards will not affect the participant rent.

EXAMPLE: John meets with a CHA Leasing office on September 2 for his regular recertification that will be effective on December 1 (his anniversary date). At the time of the meeting, John's new rent was based on a two-bedroom payment standard of \$1,500. At the October Board meeting, the Board approves new

payment standards for November 1. Regardless of whether the new payment standards are higher or lower, they will not affect John's December 1 rent.

- Payment standards are not adjusted for income/deduction driven recertifications.
- Payment standards are adjusted for interims triggered by an increase in household composition.
- If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) CHA will apply the payment standard that was in effect when the Request for Tenancy Approval (RFTA) was received by CHA.
- If CHA's payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
 - If the payment standard amount has *increased*, the increased payment standard will be applied at the *first regular* recertification following the effective date of the increase in the payment standard.
 - If the payment standard amount has decreased, the decreased payment standard will be applied at the second regular recertification following the effective date of the decrease in the payment standard.

EXAMPLE: Jill's last regular recertification took effect on September 1, 2017 and at that time, the two-bedroom payment standard was \$1,500. In October, the Board approved new payment standards. The two-bedroom payment standard increased to \$1,600. In December 2017, Jill meets with her CHA Leasing Officer to report a decrease in her income. Because the interim request was the result of a change of income, the payment standard used remains unchanged at \$1,500.

1.16 APPLYING SUBSIDY STANDARDS AT REEXAMINATIONS

If the subsidy size for the family changes during the term of the HAP Contract, the "new" subsidy size is effective as follows:

- If the subsidy size is **increased**, the change is effective on the first of the month following the date that the new household member is approved by CHA.
- If the participant provided proper written notice of a **decrease** in household size, the change is effective at the first regular recertification following the change.
- If it is determined that the participant failed to provide the proper written notice of a decrease in family size, change is retroactive to the first of the month following the date that the household member left the household. In these cases, CHA shall not recapture past subsidy payments but will require the participant to enter into a twelve-month repayment agreement with CHA.

1.17 APPLYING UTILITY ALLOWANCES AT REEXAMINATIONS

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in CHA's utility allowance schedule.

- The utility allowance used for a regular recertification will be the Board approved utility allowance in effect on the date of the actual recertification meeting.
- Utility allowances are not adjusted during interim income/deduction driven recertifications.
- Utility allowances are adjusted for interims triggered by an increase in household composition.

- When there are changes in the utility arrangement with the owner, CHA will use the utility allowances in effect at the time the new lease and HAP contract are executed.

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first regular recertification after the allowance is adopted.

1.18 ABSENCE FROM THE UNIT

The family must supply any information or certification requested by CHA to verify that the family is living in the unit, or relating to family absence from the unit, including any CHA-requested information or certification on the purposes of family absences. CHA may review on a case-by-case basis, circumstances which dictate a household's absence from the unit. CHA's established policies on absence from the unit include the following:

- Absence for the purpose of this section, means that no member of the family is residing in the unit.
- The family may be absent from the unit for brief periods. It is recommended that households notify the property owner, secure their apartment, and provide a means of contact in an emergency any time they leave the apartment for longer than 14 calendar days.
- If a participant household is out of the apartment for 30 or more consecutive days, it is required that they notify CHA in writing.
- Each household member must physically occupy the leased apartment as their principal place of residence, and not be absent for 90 cumulative days during any 12-month period unless good cause is shown for a longer absence. Good cause for extended absences include, but is not limited to:
 - Involuntary absence due to illness; or
 - Absence of a household member who is a fulltime student;
 - Children temporarily away due to placement in foster care; or
 - Military service (see policy on [Military Families – Absence from the Unit and Continued Occupancy](#)).
- The head of household must notify CHA and remove any household member from the lease who is absent from the apartment without cause for more than three months.
- Extended absence for more than three months during any 12-month period due to incarceration is not considered good cause.
- To verify family occupancy or absence, CHA may send request letters to the family at the unit, make phone calls or visits, and/or conduct other appropriate inquiries.
- The family must remain in compliance with the terms of the HCV Program and their assisted lease during any absence from the unit.
- CHA will consider mitigating circumstances when determining good cause for an extended absence.

1.18.1 Military Families – Absence from the Unit and Continued Occupancy

[PIH Notice 2003-5](#) encourages PHAs and private owners to be as lenient as responsibly possible to support military families. In accordance with this Notice, on a case by case basis, CHA will make reasonable exceptions to program requirements for active duty military families, to the extent CHA can do so while responsibly administering the HCV program.

These exceptions will be granted at CHA's sole discretion, and should be primarily granted with respect to program requirements impacted by household members who are temporarily absent from the assisted unit due to their active duty.

Exceptions must be approved by the Director Leased Housing or their designee. Households who cannot adhere to basic program requirements without the active military person present will not be granted exceptions.

Exceptions related to military families may include, but are not limited to:

- Allowing a suitable guardian to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining household income and rent;
- Carefully considering the circumstances of any case involving delayed payment of rent by the household;
- Granting exceptions to the Administrative Plan policies concerning family absences from the unit to continue HAPs to the owner on behalf of the military family even though all members of the family are temporarily absent from the assisted unit;
- Using provisional documents and income information to complete a recertification and then conducting an interim recertification when the military personnel's information is available.

1.19 FAMILY BREAK-UP

In cases where a participant household breaks up, only one side of the household is eligible for continued participation. Tenant families who separate while being assisted will be assessed on a case-by-case basis to determine which family members remain assisted under the program. CHA will take the following actions:

- When notified of a situation whereby a household is breaking up, CHA will request written statements from both sides regarding the requested disposition of the voucher.
- If there is no dispute between the parties, CHA will re-issue the voucher as requested.
- If there is a dispute regarding the disposition of the subsidy, CHA will rely on any court decree concerning the disposition of the voucher.
- If there is no court decree or one is not available, CHA will examine the circumstances of the case, and consider the following factors:
 - Custody of Any Minor Children:
 - The head of household, co-head, or remaining family member of the household who has full legal custody of any minor children in the unit will retain the use of the tenant-based voucher.
 - In cases where the head of household and co-head have a joint custody arrangement for minor children, the original Head of Household will retain the use of the tenant-based voucher.
 - In cases where there is a head of household and a co-head with no minor children, the original head of household will retain the use of the tenant-based voucher.
 - Separation or Divorce: If a separation is the result of a divorce or separation under a settlement or judicial decree, CHA will follow any court determination of which family members keep the voucher assistance.

- Domestic Violence, Dating Violence, Sexual Assault, or Stalking: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, CHA will ensure that the victim remains in the program, in accordance with VAWA provisions.
- Elderly and/or Disabled Household Members. For any family members who are elderly or disabled, CHA will take into consideration where they will reside after the break-up.
- Exceptional Circumstances. If there are any exceptional circumstances concerning the family break-up, CHA may make a discretionary administrative determination on a case-by-case basis.

In all of the above circumstances, if there is a change in who the head of household is, the new head of household must meet the requirements under **REMAINING MEMBERS**.

If either party disagrees with the decision of CHA, they may seek an appeal to the Conference Panel. The other party will receive notice of the opportunity to participate in the hearing before the panel, and the decision of the Conference Panel will be binding on both parties.

1.20 REMAINING MEMBERS

Except for vacating upon termination of a lease by the landlord or termination of participation by CHA, if, at any time, the head of household vacates the unit for any reason including, but not limited, to divorce, separation, or death, CHA will follow the policies outlined below.

1.20.1 Remaining Family Members

Remaining members (including minors and adults determined by CHA to be family members) have rights concerning assistance when the head of household vacates the unit.

Change of Head of Household

In order for a remaining family member to become the new head of household and retain use of the voucher, they must:

- Meet the eligibility requirements set forth in this Plan;
- Report the departure of the head within 30 days of the occurrence as required;
- Has been listed on the lease for at least two (2) years, or since admission, or since the beginning of the head of household's tenancy (if less than two (2) years from admission);
- Has reported all income as required by CHA policy;
- Has not committed any serious or repeated violation(s) of the lease agreement during their tenancy;
- Has not violated any Housing Choice Voucher family obligations (if applicable) or other underlying program obligations; and
- If under the age of 18, provide proof of emancipation, including but not limited to: marriage license, divorce decree, court-ordered emancipation, or military enlistment or discharge papers.

CHA may deny head of household status if there was either an action to terminate the participation of the former head of household, or there was an eviction action by the owner begun prior to the former head of household's departure.

For example, if the former head of household is arrested for criminal activity and CHA moved to terminate

participation or the owner terminates the tenancy, following which, the head of household moves out. CHA may decide not to accept a new head of household and continue with the action to terminate participation.

Minors

Minors have rights as remaining family members. In order to continue to receive assistance:

- At least one of the minors must meet the eligibility requirements as set forth in this Plan (including emancipation); or
- CHA may allow a guardian or caretaker to temporarily reside in the unit. If the guardian or caretaker applies to become the new head of household, they must meet the eligibility requirements as set forth in this plan.

For a minor who becomes emancipated or for a guardian/caretaker that moves in to care for remaining household members under the age of 18, CHA will waive the requirement concerning whether they have been listed on the lease for at least two years, since admission, or since the beginning of the head of household's tenancy (if less than two years from admission).

1.20.2 Remaining Household Members

Live-in Aides

A live-in aide cannot be a remaining family member and has no rights to the unit. A live-in aide is not eligible to retain the use of the tenant-based voucher or project-based unit. A live-in aide must move out within 30 calendar days upon the death, eviction, or move out of the elderly and/or disabled person for whom they are caring.

Remaining Foster Children/Foster Adults

Foster children and foster adults are not considered to be nor have rights as remaining family members. Foster children and foster adults are not eligible to retain the use of the tenant-based voucher or project-based unit.

1.21 GUESTS AND UNAUTHORIZED OCCUPANTS

1.21.1 Guests

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent. A guest may not stay overnight for more than 30 calendar days in any 12-month period without prior written approval of the owner and CHA.

Minor children who are subject to a joint custody arrangement or for whom a family has visitation privileges but who are not included as a household member because they live outside of the assisted household more than 50 percent of the time (at least 183 days/year), are not subject to the time limitations of guests.

A household may request an exception to this policy for valid reasons (i.e., care of a relative recovering from a medical procedure is expected to last more than 30 consecutive days). An exception will not be made unless the household can identify and provide documentation of the residence to which the guest will return.

CHA may allow exceptions to this policy in the event of a natural disaster.

1.21.2 Unauthorized Occupants

Participant households are not permitted to allow roomers or boarders to occupy their apartment, or to sublet their apartment. Violation of this provision is grounds for termination of participation.

Participant households are not permitted to have anyone not listed on the lease and/or approved by CHA

living in their apartment.

Persons not on the lease who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence represents a violation of program requirements.