

**COMPREHENSIVE ADMINISTRATIVE PLAN  
FOR THE SECTION 8 RENTAL ASSISTANCE PROGRAM:  
HOUSING CHOICE VOUCHER PROGRAM**

**TOWN OF EAST HAMPTON**

**OFFICE OF HOUSING  
&  
COMMUNITY DEVELOPMENT**

**159 Pantigo Road  
East Hampton, New York 11937**

**Effective date:**

**January 1, 2021**

## Table of Contents

Chapter One	<b>Introduction</b>	<b>5</b>
	Approach and Goals	
	Special Programs and Housing Initiatives	
Chapter Two	<b>Managing an Existing List</b>	<b>6</b>
	Opening the Wait list	
	Managing an Existing List	
	Owners	
	Family Definition	
	Monitoring Applications	
	Purging the Waiting List	
Chapter Three	<b>Eligibility</b>	<b>9</b>
	Provisionally Eligible	
	Verification Process	
	Social Security Card	
	Verification of Gross Annual Household Income	
	Allowances	
	Calculation of Total Tenant Payment and Total Family Contribution	
	Citizenship / Immigration Certification	
	Criminal Background Check / Fingerprinting	
	Victims of Domestic Violence	
	Live in Aide	
Chapter Four	<b>Housing Choice Voucher</b>	<b>13</b>
	Issuance of a Housing Choice Voucher	
	Continually Assisted	
	Suspension of a Housing Choice Voucher	
	Change in Family Composition	
	Head of Household, Spouses, co-heads and other Adults	
Chapter Five	<b>Denying Eligibility</b>	<b>16</b>
	The grounds for Denying Eligibility	
	Program Administration Flow Chart	
Chapter Six	<b>Payment Standard and Income Limits</b>	<b>18</b>
	Payment Standards	
	Payment Standard Adjustments	
	Calculation of Total Tenant Payment and Total Family Contributions	
	Tenant Portion	
	Interim and Annual Recalculations	
	Sporadic Income	
	Asset Income	
	Exclusion of Earned Income from Rent Determinations for Persons with Disabilities	
	Allowance for Childcare	
	Medical Allowance	
	Gross Rent of Unit	

	Adjustments to the Payment Standard	
	Minimum Tenant Rent	
	Change of Units	
Chapter Seven	<b>Portability</b>	23
Chapter Eight	<b>Landlord’s Responsibilities for Tenant Screening</b>	24
Chapter Nine	<b>Release of Tenant Information</b>	25
Chapter Ten	<b>Housing Quality Standards and Inspections</b>	26
Chapter Eleven	<b>Assisting Family that Claims Discrimination</b>	28
Chapter Twelve	<b>Lease Approval, Housing Voucher Contract Execution, And Initial Payment to the Landlord</b>	29
Chapter Thirteen	<b>Disapproval of Owners</b>	30
	Mandatory Denial	
	Discretionary Denial	
Chapter Fourteen	<b>Absence from the Dwelling Unit</b>	31
	Family Absence	
	Member Absence	
Chapter Fifteen	<b>Basic Program Obligations</b>	33
	A Family Must	
	The Family Must Not	
Chapter Sixteen	<b>Resident Advisory Board</b>	35
Chapter Seventeen	<b>On-going Functions</b>	36
	Payments to Owners	
	Annual and Interim Certification of participants	
	Tenant Files	
	Rent Reasonableness	
	Review and Adjustment of Allowance for Utilities and Other Services	
	Processing Requests for Rent Increases by Owners	
	The Participant Moves into a New Unit	
Chapter Eighteen	<b>Financial and Office Management</b>	39
	Preparation of Budgets and Reports	
	Operating Reverse Threshold	
	Required Use for Administering Program	
	Approval for Operating Reserve Expenditures	
	Office Management	
	Monitoring Program Functions	
	Interim Program Changes	
Chapter Nineteen	<b>Violations of Program Guidelines</b>	41

Denial of Housing Choice Voucher/ Applicant Eligibility  
Termination of Tenancy  
Termination of the Family's Participation in the Section 8 Program  
HAP Contract Violations by the Owner/ Landlord  
Termination of the HAP Contract with the Owner/ Landlord  
Welfare Sanctions

Chapter Twenty **Complaints, Appeals, Informal Hearings, Informal Reviews** 44

Granting or Denying and Informal Review  
Granting or Denying an Informal Hearing  
Final Decisions Rendered for Informal Reviews or Hearings  
Repayment Agreement Policy  
Future Program Eligibility

**Chapter One**  
**Introduction**

**Approach and Goals**

Through the Housing Choice Voucher Program, the Town of East Hampton can meet a real need and achieve the goals of the Housing and Community Development Act of 1974

by offering housing assistance to eligible persons. The Comprehensive Plan of the Town of East Hampton which was adopted on May 6, 2005 and the East Hampton Town Community Housing Opportunity Fund Implementation Plan as adopted on August 6, 2015 have both identified the need for affordable housing in the Town of East Hampton as critical. The Housing Choice Voucher Program is an important component part of a larger Town strategy for assisting such families.

The Housing Choice Voucher Program will operate under general policies established by the Town of East Hampton and comply with HUD requirements. The Town of East Hampton will operate the program through the Town's Office of Housing and Community Development. This office is a town department staffed by town employees. Where reference is made to staff in this document it shall refer to all employees of the Office of Housing and Community Development. Specific job titles are included for reference purposes only. These titles may change, job responsibilities may change and employees or titles may be added.

Currently, the Director of Housing has overall responsibility for the day to day operations of the program working with an Administrative Aide. The Community Development Housing Technician handles the Section 8 housing quality inspections reporting to the Director.

The rest of the staff provides supportive services to the operation of the program, as well as the rest of the affordable housing mission of the Town of East Hampton.

### **Special Programs and Housing Initiatives**

From time to time the Office of Housing and Community Development may apply for special funding or permission to use some of the Housing Choice Vouchers for special programs. If this occurs, the plan for the administration of these programs will be added as an addendum to this plan.

## **Chapter Two**

### **Opening the wait list**

The waiting list is closed and it is anticipated that it will not reopen in 2020. The waiting list was opened in January of 2018 and a large number of applications were received.

### **Managing the Existing List**

A database is maintained that sorts applicants into two categories: residents and non-

residents. Residents are those individuals who live or work full time within the Town of East Hampton. For these purposes a bona fide offer of employment shall constitute working in East Hampton Town. East Hampton Town includes the Incorporated Village of East Hampton and that part of the Incorporated Village of Sag Harbor that lies within the Town of East Hampton. Non-Residents are all others.

The Office of Housing and Community Development will select applicants in order from the waiting list in groups consistent with the available number of Housing Choice Vouchers or funding available and will make an effort to select applicants so as to conform to the requirements that three out of every four new participants be at thirty percent of median income, where practicable.

Notwithstanding this, the Town may vary the order for the purpose of meeting the requirement that three out of four new participants be at thirty percent of median income. If this is done all applicants at thirty percent of median income will be served in order of date and time of their application consistent with their preferences.

Non-residents will be considered only after the pool of local residents has been exhausted in the order that they are currently on the wait list. All non-residents must relocate to the Town of East Hampton for at least one, (1) year in order to be eligible to port their voucher out to another municipality. There are and will be no exceptions.

These preferences are based on the local housing needs and priorities of East Hampton as detailed in the aforementioned Comprehensive Plan and the Community Housing Opportunity Fund Implementation Plan and comments received from the public as part of the Plan process.

This residency preference is not intended to and will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant's family. Any policy that did would violate the adopted policies of the Town of East Hampton.

## **Owners**

The staff will be responsible for making and continuing contact with owners and managers of rental units to promote understanding of, and involvement in the Section 8 Housing Choice Voucher Program. Special points to be emphasized are: the payment standard, utility allowances, right to screen tenants, lease approval, inspections, terminations and evictions. East Hampton Town has few areas of low income and minority concentrations. The Office of Housing and Community Development will attempt to place its participants throughout the hamlets. This will be accomplished through networking with appropriate agencies, community service organizations, religious institutions, schools, real estate agents and direct mailing to property owners least likely to know about Section 8 Rental Assistance Program. The office will make available the names and addresses of current and past landlords that the applicant has had to the new prospective landlord upon request.

Potential owners will receive an information packet containing the following: Landlord Guide to the Section 8 Rental Assistance Program, brochures on lead paint and "A Good Place to Live", a lead paint disclosure form, Part B and C of the Housing Assistance

Payments contract and other materials deemed informative to the owner.

## **Family Definition**

Eligible families and individuals who may be placed on the waiting list, in addition to meeting all the other eligibility criteria, may be one or more of following regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A disabled family, which means a family whose head, co-head, spouse or sole member, is a person with disabilities; or one or two persons with disabilities; or one or more persons with disabilities with one or more live in aides
2. A displaced person or family in which each member or sole member is a person displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws
3. The remaining adult member of an assisted tenant family who remains in the unit when other members of the family have left the unit
4. A homeless person or family
5. An elderly person or family whose head, co-head or spouse or sole member is at least 62 years of age; or two or more persons, each 62 years of age, living together; or one or more persons who are at least 62 living with one or more live-in aides
6. A multi - person elderly or disabled family, or one or more disabled persons living with one or more live - in aides
7. Two or more persons living as a family, irrespective of age
8. A single person who is an expectant mother or in the process of securing custody of a minor
9. A single person of any age who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family
10. A household with or without children; A child who is temporarily away from the home due to placement in foster care will be considered a member of the family

## **Monitoring Applications**

Management level staff will review all the waiting list on a periodic basis to determine types of households applying with particular attention to family income. The staff will also update applications on the database, upon receiving written notice of a change of circumstances from the applicant, thereby monitoring those families whose changed situation may entitle them to assistance sooner, (or later), than anticipated. Also, this information is useful for identifying future needs and measuring progress toward affirmative action. If needed to meet these goals the staff will initiate additional appropriate outreach activities.

## **Purging the Waiting List**

An applicant will be purged from the waiting list under the following conditions:

1. If the application or any other notice to the applicant from this office is returned and stamped “undeliverable” by the United States Post Office. The envelope and letter will be attached to the application.
2. If the applicant fails to submit requested documentation by a stated deadline.
3. If after a standard mailing to determine the interest of applicants on the waiting list, the applicant does not reply or misses the stated deadline. The letter will be attached to the application.

The applicant may be denied eligibility based on the information they provided on the application or after the documentation is provided at the initial interview. If the information on the application is unclear or incomplete the applicant will be notified and given ten, (10) days from the date of the notice to respond with a clarification. If they fail to respond they will be purged from the waiting list.

An applicant who fails to meet a deadline and is therefore denied will need to reapply. An applicant denied because of fraud or material misstatement on their application shall not be eligible for placement on the waiting list upon reapplication except after review by the Director and at his or her sole discretion.



## **Chapter Three**

### **Eligibility**

#### **Provisionally Eligible**

Applicants will be called in accordance with their place on the waiting list in groups consistent with the availability of funding and Housing Choice Vouchers. The applicant will take part in two interviews during the verification process. Applicants will be notified of all appointments through the United States Postal Service. If necessary, notification will include a list of documents required in the verification of eligibility. If a disabled applicant is unable to attend either appointment at the scheduled location, a reasonable accommodation will be made to facilitate the interview.

During the first interview, the applicant will be asked to come in for a personal interview and present documents as evidence of their family composition, citizenship, income, allowable exclusions, residency, preference(s) and financial need. Applicants will be required to sign a consent form for a criminal background check at this first appointment. Following a review of the applicant's documents, the applicant will be determined eligible or ineligible for assistance.

Interpreters will be made available for those individuals who are Spanish speaking and an attempt will be made to secure interpreters for individuals whose native language is other than English, and do not speak English well.

#### **Verification Process**

Eligibility for admission must be verified no more than 60 days prior to the issuance of a Housing Choice Voucher.

#### **Social Security Card**

Applicants must present an original, valid social security card for each member of the household. If an original cannot be produced the applicant must apply for a replacement card at the Social Security office and provide proof of this application.

#### **Verification of the Gross Annual Household Income**

All employed and non-employed household members will have their income verified, regardless of age. For minors and full time students over 18 years of age the first \$480.00 of earned income will be counted toward the gross annual income for the household and the remainder will be reported as exclusion.

The following information will be collected during the first appointment: Names and addresses of all employers, current tax returns, W-2 forms, Social Security benefit forms, Department of Social Services budget forms, child support and other sources, as appropriate, will be reviewed and verified by staff. The applicant will sign an Authorization for the Release of Information/ Privacy Act so that third party verification can be obtained on all income sources. The applicant will sign a Tenant Information Form stating that the information presented for eligibility determination is correct and complete. The applicant will also read and sign the Tenant's Certification form

acknowledging receipt and understanding of Family Obligations.

### **Allowances**

A determination of allowances, if any, will be made in accordance with Federal Regulations regarding medical expenses, childcare or handicap care expenses, etc. Documents will be collected to support the declared allowances.

### **Calculation of Total Tenant Payment, (TTP) and Total Family Contribution (TFC)**

The required TTP and TFC toward rent for each applicant will be calculated in accordance with Federal Regulations based on family size and gross annual income and allowances. Applicants and participants will be required to report any changes in income. Interim and annual recalculations of the Total Tenant Payment, (TTP) and Total Family Contribution (TFC) will be made as each participant's income fluctuates.

### **Citizenship/Immigration Certification**

All non- United States Citizens will present original immigration documents which may be verified through the Department of Homeland Security USCIS SAVE program or other applicable systems which may or could exist in the future. All applicants will sign the Declaration of Citizenship at least once. Applicants will be designated as lawful residents or not eligible based on a review of their submitted documentation. At least one member of the household must hold legal status. The subsidy will be prorated based on the legal status of the members of the household. If the only family member with legal status vacates the unit during the lease year then the family will be considered ineligible and be terminated from the program.

If this office is compelled to file a secondary verification of the family's immigration documentation then the family will be notified of the USCIS' determination (delayed, denied or terminated) in writing and advised of their right to appeal this decision through the USCIS. The family will be given a copy of the cover letter to the USCIS and all supporting documentation supplied by this office to the USCIS. This will constitute the notification packet referred to below in #3. If the family wishes to exercise its right of appeal with the USCIS it must complete the following steps:

1. The family must submit within thirty days to the USCIS a request for an appeal.
2. A copy of this request must be submitted to this office
3. This request must include a copy of the notification packet from this office.
4. The family must supply any additional documentation that the USCIS may request.

All hard copy documents submitted during the process of Citizenship/ Immigration Certification will be kept for a period of five (5) years.

### **Criminal Background Check / Fingerprinting**

All applicants eighteen years of age and older, live-in aides and any other adult requesting to join an existing member's household must consent to and sign a release for a criminal background check. All household members will be screened through the National Crime Information Center. If a match is found then the family member will be fingerprinted to verify the match. An alternative method may be employed to verify that an applicant is not the person identified in the match. The method will be documented in the file. An applicant may withdraw prior to the fingerprinting if the applicant so wishes. Applicants will be notified of the match and advised of their right to appeal this decision. All information will be kept in a separate file, and destroyed when no longer necessary consistent with all applicable federal regulations. The Town employs a third party vendor to obtain this information

If it is determined that an applicant, live-in aide or other adult poses, or could pose, based on evidence in possession of the Office of Housing and Community Development a threat to the quiet enjoyment of the neighborhood where the applicant may live, they will be denied a Housing Choice Voucher. The applicant shall have the right to appeal any decision of denial to the Director of the Office of Housing and Community Development.

Any decision, whether a denial or an appeal of a denial, shall be based on the criminal background history, testimony of neighbors, newspaper reports and other reports concerning the existing habits and performance of the applicant. Evidence of the rehabilitation, treatment or change in behavior of the applicant shall inure to the benefit of an applicant.

### **Victims of Domestic Violence**

No person who is a victim of criminal domestic violence, dating violence, sexual assault or stalking or members of the victim's immediate families shall lose their Section 8 assistance as a consequence of the abuse of which they are a victim. A victim shall be required to execute a HUD approved form or prior to the issuance of same provide sufficient evidence that the alleged incidents or abuse are bona fide. Evidence such as restraining orders and police reports shall be evidence of same.

It is the policy of the PHA to deny assistance to those persons who engage in acts of criminal domestic violence, dating violence, sexual assault or stalking against others. It is the position of the PHA that such behavior constitutes a threat against the community even if the violence is directed against one person.

Victims are referred to the Retreat which is a local domestic violence shelter and outreach center.

### **Live- in Aides**

A live-in aide will be permitted to reside with the participant. The live-in aide will be considered when determining family unit size and maximum subsidy. The live-in aide's income will not be counted toward the gross annual income of the household. A live-in aid is a person who resides with one or more elderly persons (at least 62) or persons of any age with disabilities. The live-in aide must meet the following criteria:

1. Is determined by appropriate agencies to be essential to the care and well being of

- the program participant(s)
2. Is not obligated for the support of the person(s)
  3. Would not live in the unit except to provide necessary supportive services

The live in aide must be approved by the Office of Housing and Community Development before moving into the unit.

## **Issuance of a Housing Choice Voucher**

If eligible, the applicant will be notified through the United States Postal Service, through electronic mail or by phone that it is time to pick up his or her Housing Choice Voucher. The applicant will attend a second interview at a mutually convenient time and location as his or her name comes up on the waiting list. During this appointment, the applicant will be given a thorough explanation of the Housing Choice Voucher program. During the appointment the discussion will emphasize how the tenant portion of the subsidy is calculated, payment standards and utility costs, how to find a suitable unit, the Housing Quality Inspection, recognizing discrimination, the termination and appeal process of assistance and the various responsibilities of tenants and landlords.

The bedroom size of the Housing Choice Voucher is based on household composition as per the family definition section of this Administrative Plan. Applicants may choose larger units but are limited to the subsidy based on the payment standard for their family size.

The Housing Choice Vouchers are issued based on the bedroom size that meets the needs of the family's composition. The bedroom size is established based on the following occupancy standards:

1. All related adults of the opposite sex 18 and over shall have a separate bedroom.
2. Two unrelated adults and adult siblings of the same sex shall share one bedroom.
3. Single parents with one child shall be entitled to two bedrooms.
4. Documented expectant mothers expecting their first child are eligible for two bedrooms.
5. Two children of the same sex shall share a bedroom unless the Director determines two separate bedrooms are reasonable to accommodate situations such as medical conditions or large age discrepancies.
6. Minors over five years of age, of different sexes, are not placed in the same bedroom.
7. A minor, disabled child is placed in his/her own bedroom.
8. Reasonable accommodations will be made to meet the needs of the disabled with regard to the number of bedrooms required. There will also be special consideration given to the payment standard used for that family. If a disabled person is in the qualified household the family may be entitled to a payment standard that is 110% above the payment standard established for their particular bedroom size, subject to approval.
9. If one or both individuals who are a couple have documented medical conditions that require separate bedrooms they will be given a two-bedroom voucher.
10. Single persons are assigned one bedroom or smaller units, (except for (8) above).

The staff will provide a Housing Choice Voucher Holder Packet along with a copy of the applicant's Housing Choice Voucher, Request for Tenancy, Landlord Guide and various other pertinent materials. Only one Request for Tenancy form will be given out to a family at any one time. Particular emphasis will be placed on the requirement of reporting changes in income and family composition in writing immediately. Housing Choice Voucher will be issued for the full 120 days. Once the Housing Choice Voucher

expires the family will have to reapply. The appointment will culminate in a question and answer period to assure that all participants understand their responsibilities.

### **Continually Assisted**

Any family who is receiving or in process for subsidy but is unable to use the subsidy due to a placement in a shelter, hospital or other facility of temporary nature will be considered continually assisted for a period of 120 days. Any family who voluntarily withdraws from the program will be considered continually assisted for a period of 120 days effective the date of withdrawal. An applicant does not receive the benefits of the continually assisted rule.

### **Suspension of the Housing Choice Voucher**

Housing Choice Vouchers may be suspended once a Request for Tenancy is received. Once an applicant has located a rental unit and has submitted a Request for Approval of Tenancy form, (RAT) the Housing Choice Voucher may be suspended for up to thirty (30) days if the unit is not yet vacant or repairs need to be made. The decision to suspend the time period will be based on advice from the inspector as to the condition of the unit.

The Office of Housing and Community Development will grant no more than two suspensions to an applicant unless there are unusual extenuating circumstances warranting the suspension. The Director will make the final decision as to granting suspensions and the Housing Choice Voucher holder or applicant will be notified in writing of the decision.

### **Change in Family Composition: Who Keeps the Voucher**

Generally, the adult who maintains custody of the minor children will keep the voucher and will remain in the rental unit. However, exceptions will be made on a case-by-case basis allowing for extenuating circumstances and considering such factors as health, and whether domestic violence, drug abuse or criminal activity exists. In an extreme situation the Director may decide, based on the availability of vouchers and the family circumstances to issue an additional voucher to the family for use in another rental unit.

### **Heads of Household, Spouses, Co-heads and other Adults**

The head of household is the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

A family may have a spouse or a co-head, but not both. A spouse is the marriage partner of the head of household. The term "spouse" does not apply to friends, roommates, or unmarried adults residing in the household.

A co-head is an adult in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

The head of household and co-head must have the legal authority to execute a lease and enter into a contract under New York law.

## **Chapter Five** **Denying Eligibility**

If the applicant is denied admission he/she will be notified in writing. The notice will state all of the reasons for the decision. The applicant will be informed that he or she may request an informal review of the decision.

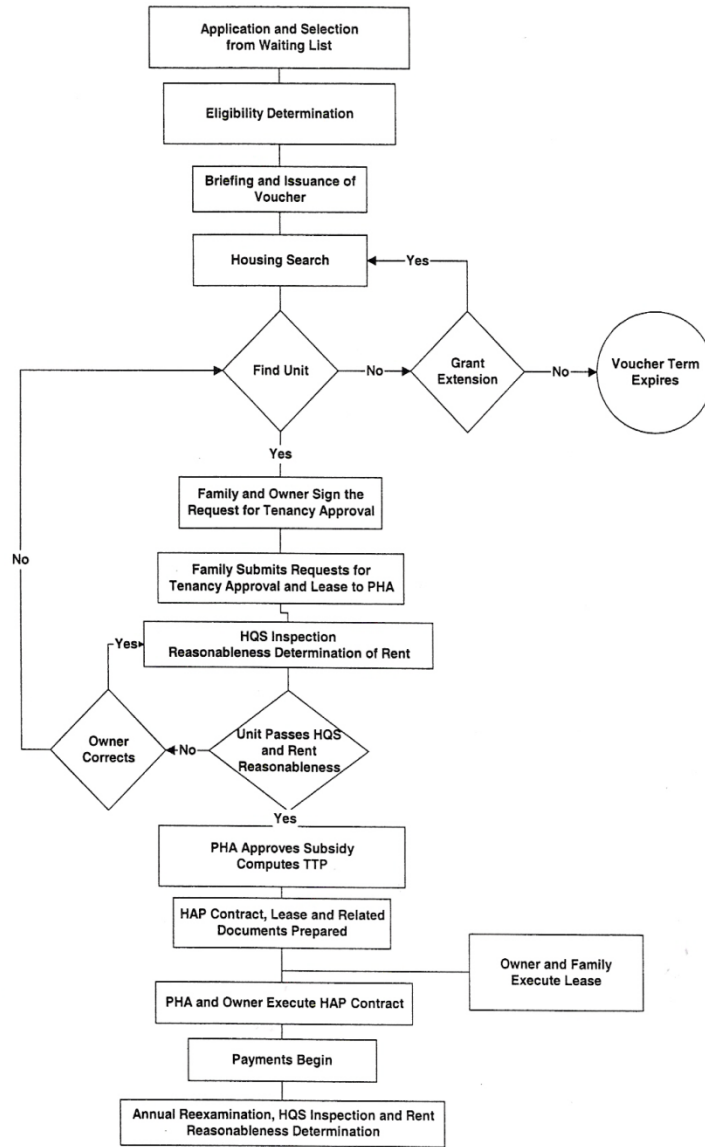
The grounds for denying eligibility are as follows:

1. The household's gross annual income is over the eligibility limit established by the United States' Department of Housing and Urban Development (HUD).
2. Applicant is considered a tenant not in good standing.
3. The applicant currently owes rent monies or other amounts to the Office of Housing and Community Development or another PHA in connection with Section 8 or other public housing assistance because the applicant has breached an agreement to repay a specified amount of money owed to the Office of Housing and Community Development or another PHA
4. The applicant has violated Family Obligations under the Section 8 program.
5. The applicant or a member of the household is a match on the National Crime Information Center and/or is a life time sex offender registrant and is ineligible based on HUD's criteria for Criminal and/or drug based activity.
6. The applicant has committed fraud in connection with any other federal housing program.
7. No member of the household holds legal immigration status.
8. The applicant does not provide sufficient information to certify income or does not cooperate sufficiently with the intake staff to determine income.
9. The applicant commits fraud on the initial application.
10. The PHA may refuse to approve or withdraw approval if a proposed live-in aide commits fraud bribery or any other corrupt or criminal act in connection with any federal housing program, commits drug related criminal activity or violent criminal activity, or is a life time sex offender registrant and/or currently owes rent or other amounts to the PHA or another PHA in connection with Section 8 or other public housing agency.

In an instance where an applicant is determined by another PHA to not be a tenant in good standing, to owe money to another PHA or to have committed fraud against another PHA, the Office of Housing and Community Development will not overrule the determination made by that PHA.



**EXHIBIT 1-3  
KEY ACTIVITIES IN PROGRAM ADMINISTRATION**



## **Chapter Six**

### **Payment Standards and Income Limits**

#### **Payment Standard**

Fair Market Rents (FMR) for Nassau/ Suffolk County are published annually in the Federal Register. The published values for FMR are the basis of the payment standards utilized by the Office of Housing and Community Development. The Office of Housing and Community Development allows for up to 110% over the FMR when determining the payment standards for the Section 8 Rental Assistance Program. The payment standard does not automatically change when new FMR's are published in the Federal Register. The Office of Housing and Community Development uses a higher payment standard in order to remain somewhat competitive in the local rental market. The payment standard will be based in part on availability of funding.

If HUD requires a zip code related payment standard the Town will adopt same and adjust its payment standards accordingly. For 2021, the Town is going to adopt the 110% of HUD small areas FMRs standards zip code option as the payment standard for single family homes in all areas of East Hampton. For all other type of structures, the normal payment standards will apply. Additionally, the Town may at any time seek approval from HUD for exceptions to the payment standards

There will be special consideration given to the payment standard used for a household with a disabled member. If a disabled person is in the qualified household the family may be entitled to receive approval for a payment standard that is 110% above the Office of Housing and Community Development's payment standard approved for their particular bedroom size. If a greater payment standard is permitted by HUD regulations then the Town leaves open the option to go to a greater percentage.

#### **Payment Standard Adjustments**

At least once yearly, the Office of Housing and Community Development may make adjustments to the payment standard for each bedroom size, (1, 2, 3 or 4). The payment standard will be based on the United States' Department of Housing and Urban Development requirements as well as market affordability in the Town of East Hampton. It is possible that an increase in the payment standard will increase the amount of subsidy available to the tenant and therefore absorb some, if not all, of the rent increase should the landlord request an increase in the contract rent at the end of the lease.

#### **Calculation of Total Tenant Payment, (TTP) and Total Family Contribution, (TFC)**

The applicant will be given a Housing Choice Voucher based on the family's household composition. The size and composition of the family will determine the payment standard the family is entitled to. There will be one payment standard for each bedroom size. The bedroom size is based on the PHA's occupancy standards, see chapter 5 (Housing Choice Voucher, Issuance of a HCV).

#### **Tenant Portion**

The family will be responsible for no less than 30% of their gross annual income as their tenant portion. The tenant portion will be subtracted from the gross rent of the unit.

### **Interim and Annual Recalculations:**

Interim and annual recalculations of the Total Tenant Payment, (TTP) and Total Family Contribution (TFC) will be made according to the family's income fluctuations. The family must report changes in income immediately and in writing to the Office of Housing and Community Development. Immediately is defined as within fifteen calendar days from the date of change or first payment received. The family is required to notify the Office of Housing and Community Development whenever any family member has an increase or decrease in income.

### **Sporadic Income:**

Sporadic child support payments that are determined to be not reliable sources of income will not be counted in the total household income. Reliability may be determined by the Child Support Bureau or through the review of payments by this office and at the discretion of the Director. Infrequent payments such as once or twice a year will not be counted. Sporadic employment and jobs done through self-employment will be counted toward the gross annual income.

### **Asset Income**

Asset income will be determined by using the current balances from any and all checking, saving, mutual fund and or stock accounts. If a current balance of an asset is not available then the interest earned for the previous year and reported on income tax returns will be used to determine the income earned by this asset.

### **Exclusion of Earned Income from Rent Determinations for Persons with Disabilities**

The annual income for qualified disabled families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative twelve (12) month period. After the disabled family receives twelve (12) cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A disabled family qualified for the earned income exclusion is a disabled family that is already receiving tenant-based rental assistance under the Housing Choice Voucher Program; and

1. Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one (1) or more years prior to employment;
2. Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

3. Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six (6) months after receiving assistance, benefits or services under any State program for Temporary Assistance to Needy Families (TANF) provided that the total amount over a six (6) month period is at least \$500.00. TANF includes benefits, services, one time payments wage subsidies and transportation assistance.

The HUD definition of "previously unemployed" includes a person with disabilities who has earned in the previous twelve (12) months no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is "any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment)."

The initial twelve (12) months of incremental income increase may be 100% excluded. The second twelve (12) month period of incremental income increase may be 50% excluded.

**Maximum Four-Year Exclusion:** The earned income exclusion is limited to a lifetime forty-eight (48) month period for each family member who is a person with disabilities. For each family member who is a person with disabilities, the exclusion only applies for a maximum of twelve (12) months of full exclusion of incremental increase, and a maximum of twelve (12) months of phase-in exclusion or a combination thereof, during the forty-eight (48) month period starting from the date of the initial exclusion.

**Tracking the Earned Income Exclusion:** The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent. The PHA will maintain a tracking system to ensure correct application of the earned income exclusion.

**Inapplicability to Admission:** The earned income exclusion is only applied to determine the annual income of disabled families who are already participants in the Housing Choice Voucher Program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

**Applicability to Childcare and Disability Assistance Expense Deductions:** The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for disabled families entitled to the earned income exclusion, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

### **Allowance for Childcare**

Allowances for childcare for children under the age of thirteen will be granted for those parents who are currently working or are actively seeking employment. Third party verification will be done on all childcare providers. Parents seeking employment will be required to provide a list of potential employers, including names and addresses on a quarterly basis. This information is subject to verification that employment was sought but denied. Reasonable childcare expenses will be reviewed once a year at the discretion of the Director.

### **Medical Allowance**

The medical allowance will only be available to households where the head of household is 62 or over and/or disabled. If that is the case then all of the household's expenses will be eligible. Medical allowances will be granted for all medically related supplies and medication with a receipt or third party verification of the expense. Only medical expenses that will be incurred during the upcoming year will be allowed.

### **Gross Rent of the Unit**

The gross rent of the unit will be determined by the contract rent of the unit set by the landlord plus the utility costs associated with that particular unit as set forth by the United States Department of Housing and Urban Development. The applicant will pay the rent share above the payment standard but cannot to exceed 40% of the household's gross annual income. After the applicant has resided in the unit for more than one year the gross rent can exceed the 40% standard.

### **Adjustments to the Payment Standard**

The Office of Housing and Community Development, may if needed, make additional adjustments to the payment standard seeking approval from the United States Department of Housing and Urban Development through submission of revised budgets and requisitions during the fiscal year. A copy of the payment standards that will be in effect beginning January 1, 2018 is or will be annexed to this plan. These are subject to change based on changes in the housing market in the Town of East Hampton. Other considerations are the lease-up rate and the funds available to lease-up, (provide subsidy for), the units.

### **Minimum Tenant Rent**

The minimum tenant rent may be \$50.00, depending on funding. Should the cost per unit exceed these costs funded by the United States government, a minimum rent not to exceed \$50.00 may be required. Exemptions shall be granted consistent with federal regulations.

## **Change of Units**

There will be no restrictions on the number of moves a family may make in order to find suitable housing.

To broaden the housing opportunities of a Housing Choice Voucher holder, a Housing Choice Voucher holder may move from the jurisdiction of the Office of Housing and Community Development to the jurisdiction of another PHA. A participant must be a tenant in good standing of the initiating PHA meeting all their family obligations. The Office of Housing and Community Development will therefore accept a Housing Voucher holder from any other PHA jurisdiction. This acceptance is mandatory, not voluntary.

The family must notify the initial PHA of the location to which they want to move. The initial PHA will contact the PHA in the new area to ascertain if it administers a Housing Choice Voucher Program and, if it does, whether it is willing to administer the Housing Choice Voucher on behalf of the family. If another PHA accepts the Housing Choice Voucher Holder, the initial PHA shall notify the receiving PHA to expect the family and verify:

1. That the family met the income eligibility requirements for admission to the initial PHA's program, and
2. That the initial PHA issued the family a Housing Choice Voucher and the date by which the family must submit a Request for Lease Approval to the receiving PHA.

The receiving PHA shall promptly notify the initial PHA if:

1. The family leases a unit and the amount of subsidy to be paid.
2. The family fails to submit a Request for Lease Approval by the date specified by the initial PHA.
3. The family is terminated from the program by the initial PHA, or absorbed by the receiving PHA.

The receiving PHA will bill the initial PHA for the Housing Assistance Payments on behalf of the family.

The receiving PHA may elect to give the family one of its own Section 8 Housing Vouchers. If so, the billing procedure will not apply. The decision as to whether the Town will absorb or bill will be made on a case by case basis and all staff members are prohibited from promising a tenant or other PHA that a tenant will be absorbed. In no case shall this information be shared with a prospective tenant until after a unit has been identified and a request for tenancy received.

**Chapter Eight**  
**Landlord's Responsibilities for Tenant Screening**

Once a Housing Choice Voucher holder finds a suitable unit, he or she will meet with the landlord for an initial interview. It is the responsibility of the landlord to screen all potential applicants via credit checks and other background screenings. The Office of Housing and Community Development will only provide the names and addresses of the current and any previous landlords on file to the owner. Information verified by the Office of Housing and Community Development will not be shared with the Landlord, unless a release is signed and then only to the extent that is necessary to meet federal, state and local affordable housing requirements such as but not limited to low income tax credit financing.



**Chapter Nine**  
**Release of Tenant Information**

The Section 8 program will be conducted in a way such that the privacy of clients is protected to the maximum degree practicable consistent with applicable rules, laws and regulations. Under no circumstances will tenant information, (including names and addresses) be released to the general public. Moreover, no information will be released which could lead a person to surmise the address or identity of a Section 8 participant.

Nothing herein shall prevent the disclosure of relevant information where necessary to other housing agencies, other government and law enforcement agencies following proper procedures. Information will be exchanged interagency to determine eligibility of a prospective client or to facilitate the investigation of a client for fraud under this program.

## **Chapter Ten**

### **Housing Quality Standards and Inspections**

If the landlord is willing to meet the requirements for participation in the Section 8 Rental Assistance program and accepts the limit for rent based on the Housing Choice Voucher size, the landlord will then fill out the Request for Tenancy form that the Office of Housing and Community Development has provided to the applicant. The staff of the Office of Housing and Community Development will inspect the unit promptly after receiving the completed Request for Tenancy.

Landlords will need to provide proof of ownership such as a deed or current tax bill and a Certificate of Occupancy for the property. Social Security numbers must be provided for all listed owners of said property. Employer Identification Numbers are required for companies and housing agencies. This documentation is to accompany the Request for Tenancy. If there is more than one owner, (i.e. partners, corporation, husband and wife), then all must sign the documents unless a notarized release is signed by all parties authorizing a specific party to sign on all the party's behalf and in the case of a corporation, a corporate authorization of a signatory is required.

The United States Department of Housing and Urban Development's Housing Quality Standards (HQS) will be used as the basis for making a determination that the unit is safe and sanitary. However, if New York State Building Code Standards, East Hampton Town Code or Suffolk County Health Department Standards are more stringent, then the more stringent standard must be met. This is because the landlord is required to meet these standards regardless of whether he/she is renting to a Section 8 participant. If the United States Department of Housing and Urban Development standards are more stringent than the state, town or country standards referenced above, then HQS will serve as the minimum standard. Additionally, the Office of Housing and Community Development requires that all landlords provide proof that the heating unit for the rental premises has passed inspection by a licensed heating technician or plumber on a yearly basis.

Office of Housing and Community Development staff will explain the inspection process to the owner/manager so that she/he will allow time for the inspection to be completed.

To assure the general housing quality standards of the rental units on the program, the Office of Housing and Community Development may conduct occasional supervisory inspections. These inspections will be by appointment. Participants will be given ample notice in order to schedule these inspections at the convenience of the tenant.

The Town will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Town and the Town verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any Town approved extension).

The Director on behalf of the Town may grant extensions as seem reasonable. The

decision to grant or not to grant an extension is not subject to appeal. If a landlord refuses to correct a violation of HQS as required by the Town, the tenant will be notified that they are required to relocate and the lease will be terminated.

The Town will maintain complete and accurate books of account and records for the program. The books and records will be in accordance with HUD requirements, and will permit a speedy and effective audit.

All actions taken by the Office of Housing and Community Development will comply with New York State Real Property and Real Property Actions and Proceedings Law, (RPAPL). Staff may inspect a unit at the request of the landlord or tenant. If requested a final inspection will be conducted.

## **Chapter Eleven**

### **Assisting a Family That Claims Illegal Discrimination**

Assistance will be provided when a family alleges that illegal discrimination is preventing that family from finding a suitable unit. In such cases, families will be referred to appropriate local, county, or state human rights organizations for assistance.

Applicants or participants claiming to have been subjected to discrimination because of race, color, religion, sex, disability, familial status, or national origin in the search for housing, or in the housing they currently occupy will be asked to fill out a Housing Discrimination Complaint Form and file it either electronically or by mail it to the nearest United States Department of Housing and Urban Development office. The Office of Housing and Community Development will provide assistance in completing the form and mailing it to the United States Department of Housing and Urban Development.

## Chapter Thirteen

### **Lease Approval, Housing Voucher Contract Execution and Initial Payment to the Landlord**

The Office of Housing and Community Development will generate the leases in an approved format once the unit passes inspection and has been found to have a reasonable rent. Reasonableness of the rent will be determined by comparing the individual unit rents to comparable units in the area, considering the location and the amenities offered. The lease must be for at least one year. The staff will prepare the Housing Choice Voucher Contract and all necessary documents. The information will be re-checked for verification of computations. The amount of the housing subsidy will be determined for payments to the landlord. This lease will supersede any standing verbal or written lease between the tenant and landlord.

Leases with HUD addendum are executed in triplicate between the owner and the tenant. HAP Contracts, Part A, B and C are executed in duplicate between the owner and the Town of East Hampton. The tenant receives a fully executed original lease with addendum(s) and the owner and the Office of Housing and Community Development receive fully executed original leases with addendum(s) and Contracts Part A, B, and C. The owner may submit an additional lease addendum to the Office of Housing and Community Development to customize a lease to include items not addressed in the standard lease template employed by the Town. If approved the addendum will be affixed to the lease prior to signing, kept on file and rolled over from year to year with annual review.

The initial rental subsidy payment is released to the new landlord when required documents are signed. Monthly payments will be sent to the landlord based on the subsidy that the tenant is qualified for.

Security Deposits are between the owner and tenant. The Office of Housing and Community Development neither negotiates nor provides security deposits to participants.

## **Chapter Thirteen**

### **Disapproval of Owners**

The Office of Housing and Community Development disapproval policy for owners only applies at the time the family initially receives the Housing Choice Voucher for occupancy of a particular unit.

#### **Mandatory Denial**

The Office of Housing and Community Development must deny occupancy of a unit when presented with appropriate documentation by the United States Department of Housing and Urban Development or an enforcement agency that any of the following apply:

1. The Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending.
2. A court or administrative agency has determined that the owner violated The Fair Housing Act or other federal equal opportunity requirements.
3. The owner is engaged in drug trafficking and/or manufacture of drugs.

#### **Discretionary Denial**

The Office of Housing and Community Development may deny subsidy of a unit based on the following grounds:

1. The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act
2. The owner has committed fraud, bribery or any other corrupt criminal act in connection with any federal housing program
3. The owner has engaged in drug related criminal activity
4. The owner has a history or practice of noncompliance with HQS for units leased under the Section 8 program or other federally assisted programs\*
5. The owner has a history or practice of renting units that fail to meet State or local housing codes\*
6. The owner has not paid State or local real estate taxes, fines or assessments.

\* History or practice is defined as failed HQS inspections with inadequate owner response to making repairs following the Housing Inspector's recommendations as to the overall substandard condition of any rental unit.

## **Chapter Fourteen**

### **Absence from the Dwelling Unit**

#### **Family Absence**

Family absence refers to the unit being vacant so that no family members are present. A family expecting to be absent over thirty (30) consecutive calendar days must report the absence to the Office of Housing and Community Development in advance. All absences beyond 30 days must have been approved in advance. Absences beyond thirty (30) consecutive days that are not approved in writing by the Office of Housing and Community Development are grounds for termination of Section 8 assistance.

Generally, a family may not be absent from the dwelling unit for more than sixty (60) consecutive days, even with prior approval by Office of Housing and Community Development. However with prior approval from the Office of Housing and Community Development an additional thirty (30) days may be granted above and beyond the initial sixty (60) day maximum absence if there are health related circumstances that warrant special consideration, for an absolute maximum of ninety (90) days. The Director will review requests for absence from the rental unit on a case-by-case basis.

Additionally, a family may not be absent from the unit for more than forty five (45) days in any one calendar year without written prior approval from the Office of Housing and Community Development. The unit must at all times be the only residence of the family even during the tenant's absence from the unit.

#### **Member Absence**

Any member of the household will be considered permanently absent if she/he is away from the unit for thirty (30) days without prior approval and after any ninety (90) day period with prior approval. The voucher holder must report the absence of any family where the member will be absent for more than thirty (30) days. Absences beyond thirty (30) consecutive days that are not approved in writing by the Office of Housing and Community Development are grounds for termination of Section 8 assistance.

Additionally, a family member may not be absent from the unit for more than forty five (45) days in any one calendar year without written prior approval from the Office of Housing and Community Development. Absences beyond forty five (45) days that are not approved in writing by the Office of Housing and Community Development are grounds for termination of Section 8 assistance

A full-time student who attends school away from the home and lives with the family during school breaks will be considered only temporarily absent from the household but still a member.

If any family member leaves the household to enter a facility such as hospital, nursing

home, or rehabilitation center, the PHA will seek advice from a reliable source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home or other facility, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than one hundred eighty (180) consecutive days, the family member will not be considered permanently absent.

## **Chapter Fifteen**



## **Basic Program Obligations**

### **A family must:**

1. Provide such certification, releases of information, consents and/or documentation as the Office of Housing and Community Development and/or the United States Department of Housing and Urban Development determine to be necessary.
2. Tenants must report all changes to information previously reported immediately and in writing to the Office of Housing and Community Development. Immediately is defined as within fifteen calendar days (15) from the date of change. Failure to report is cause for termination. Some examples of changes that must be reported are:
  - a. whenever any family member has any change in income, increase or decrease. The Housing Choice Voucher Holder must report this change in income immediately and in writing to the Office of Housing and Community Development. Failure to report is cause for termination.
  - b. whenever a guest stays longer than thirty consecutive days in the unit with the family. If requested the family must immediately provide all the necessary documentation for the verification of the new household member. Failure to report is cause for termination.
  - c. changes in family composition through birth, death, adoption or court awarded custody. Failure to report is cause for termination
  - d. changes in income, marriage, co-habitation, divorce, assets, winnings or other benefits or support immediately in writing. Failure to report is cause for termination
3. Allow the Office of Housing and Community Development to inspect the rental unit at a reasonable time and with reasonable notice, allow the Office of Housing and Community Development to inspect the unit for supervisory inspections and when requested by the tenant or landlord.
4. Notify the Office of Housing and Community Development and landlord before vacating the dwelling unit.
5. Use the dwelling unit solely for residence by the family as specified on the lease, contract and certification form as the family's principal place of residence;
6. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
7. Provide information that is true and complete.
8. Be responsible for any breach of housing quality standards caused by the family
9. Notify the Office of Housing and Community Development before they terminate the lease with the landlord.
10. Promptly give the Office of Housing and Community Development a copy of any eviction notice.
11. Supply requested information to verify that the family is living in the unit or is vacant from the unit or that someone claiming "guest" status is in fact living at another location.
12. In the case of an adult fulltime student, submit enrollment information and notify OHCD immediately if the student graduates, withdraws from school or in any other way ceases to be a full time student.

### **The family must not:**

1. Own or have any interest in the dwelling unit, other than per the United States Department of Housing and Urban Development specified exceptions
2. Rent from a relative
3. Commit any fraud, bribery or other corrupt or criminal act in connection with the Section 8 program
4. Engage in any drug - related or violent criminal activity or permit guests to do so
5. Threaten or harass any employee of the Office of Housing and Community Development
6. Sublease the rental unit or any part thereof, for any period of time, or assign the lease
7. Violate the terms and conditions set forth in the Lease and/or Lease Addendum for the rental unit subsidized on the Section 8 program;
8. Receive additional rent subsidy from any Section 8 agency or Public Housing Agency
9. Allow a guest to stay in the subsidized rental unit more than thirty (30) consecutive days, or thirty days (30) in any one calendar year without the express written permission of the Office of Housing and Community Development. The office shall require such proof at its sole discretion to establish that the guest has a bona fide place of residence elsewhere.
10. Violate other obligations as specified on their Housing Choice Voucher and material distributed to them notifying them of the United States Department of Housing and Urban Development regulations.

## **Chapter Sixteen**

### **Resident Advisory Board**

The Office of Housing and Community Development has established a Resident Advisory Board. The Resident Advisory Board is comprised of current participants who reflect and represent those tenants who receive assistance. The role of the Resident

Advisory Board is to assist this office in the development and modification of the annual plan.

This board is consulted at the beginning of the development phase of the annual plan and at any point during the year when a modification is proposed to the plan. Membership in the Resident Advisory Board is voluntary. There is no fixed term or officers assigned. A listing of the membership in the Resident Advisory Board will be found as an attachment to the plan.

The Resident Advisory Board formally meets every year. Additionally, the Resident Advisory Board meets at other times as needed to review changes to the plan. Members will be formally invited to attend the meeting by invitation at least two weeks in advance of the date of the meeting. The invitation will disclose the time, the place and the agenda for the meeting. A copy of the complete plan will be available at the meeting for the members to review.

Meeting times will reflect those times when most members are likely to attend.

The Office of Housing and Community Development will consider the recommendations of the Resident Advisory Board. However, the Office of Housing and Community Development is not bound to agree with or adopt the suggestions by the Resident Advisory Board. The recommendations of the Resident Advisory Board will be attached to the annual plan.

## **Chapter Seventeen**

### **On-going Functions**

#### **Payments to Owners**

The Town of East Hampton will mail a check or electronically transfer to the landlord in the amount determined as the Housing Assistance Payment (HAP). Payment will occur on the first of the month thereafter for the duration of the lease. The staff will review payment procedures and amounts to make certain that owners are receiving their checks for the proper amount at the appropriate time.

#### **Annual and Interim Certification of Participants**

Annually, staff will certify the gross annual income, asset income and composition of families participating in the Section 8 Program. Verification of all required information will be done no more than 120 days prior to the lease date. Families will be notified through the United States Postal Service as to the time and date of their annual certification appointment. The family will be asked to fill out certification forms. This procedure will occur annually for all households. Staff will record any changes in household composition, or income, make appropriate changes on the amendment to the Housing Choice Voucher Contract, and renew the lease and Tenancy Addendum. Interim certifications will be done if there is a change in family composition, if there is a decrease in income, or if there is an increase in income. Tenants sign a form acknowledging it is their responsibility to report these changes in writing immediately to the Office of Housing and Community Development and failure to do so can result in termination of their participation in the Section 8 program.

Reasonable accommodation(s) will be made to meet with participants at alternative locations if their disability hinders them from coming to the office at normally scheduled times. Every effort is made to access supportive services for those participants who find it difficult to meet their family obligations without assistance.

### **Tenant files**

Tenant files will be kept for the entire assisted tenancy and for at least three (3) years thereafter. Documents to be kept are copies of the executed leases, HAP contracts, applications, HUD required reports, unit inspection reports and lead based paint records. Additionally, the application and notice of ineligibility for each ineligible applicant will be kept for at least three (3) years.

### **Rent Reasonableness**

Rental units leased under the Section 8 program will meet rent reasonableness guidelines set by the United States Department of Housing and Urban Development. No new unit will be lease approved and no renewal of a lease will be approved if the rent charged is above the rent for comparable unassisted rental units. Factors such as location, quality, size, age, amenities, utilities, services and maintenance provided will be used to determine comparability. A rent reasonableness comparison will be done at the beginning of a new lease, a rent increase, and if the United States Department of Housing and Urban Development lowers the FMR by five percent.

The staff of the Office of Housing and Community Development will survey existing housing stock and prepare a list of comparable units for each bedroom size. The survey will be updated as needed. The staff will prepare and sign a rent reasonableness form for each leased unit to be maintained in the participant's file.

### **Review and Adjustment of Allowances for Utilities and Other Services**

The utility schedule used for the Section 8 program will be adjusted periodically to reflect current utility rates. Utility fees will be closely monitored to be certain that the certified family is not required to pay a disproportionate amount for utilities. The utility schedule is an estimate and therefore must remain flexible. Changes in utility allowances will be noted by written memo to record the necessary adjustments or by a new utility schedule.

## **Processing Requests for Rent Increase by Owners**

Landlords must request a rent increase in writing at least sixty, (60) days prior to the expiration of the current lease. The rent must be reasonable and within the price range of other similar units. If the rent increase is above the payment standard, the increase must not burden the tenant beyond 40% of their gross annual income. If the increase is above the 40% limit the Director may approve the increase if failure to approve the increase will cause the tenant to become homeless. A tenant may choose to move to a different unit if the rent burden is too great.

The Town may annually increase the payment standard for the program to assure affordability. Currently, as per the United States Department of Housing and Urban Development regulations, new tenants may not pay more than 40% of their adjusted income for rent and utilities. Tenants who are having their leases renewed have more discretion, but must have sufficient income to pay for their rent and utilities.

If necessary and in order to accommodate requests for rent increase, extensions to the lease may be made,

## **The Participant Moves to a New Unit**

Situations where the participant must vacate the unit:

1. If the participant does not move from the unit as scheduled then they will lose program eligibility.
2. It is mandatory for the participant to move when the owner, with proper notification to the Office of Housing and Community Development, terminates the lease, Tenancy Addendum and HAP contract for cause.
3. It is mandatory for the participant to move when the Office of Housing and Community Development terminates the contract with the owner who has failed to comply with Housing Quality Standards (HQS) or other contractual requirements.

By Choice: If the family chooses to move they must take the following action to remain eligible for continued participation on the Section 8 program:

1. The family must give the Landlord proper notice in accordance with their lease or receive permission from the owner for early termination during the first year of their lease.
2. The family must give the Office of Housing and Community Development thirty (30) days notice of their intent to move. The tenants can move out of the unit at the end of the lease term once notice is given. The participant may move during the term of the lease with proper notice and approvals from the landlord and Office of Housing and Community Development.

Denial of Request to Move: The Office of Housing and Community Development will deny the family's request to move and remain eligible as a participant in the Section 8 program even if the tenant is forced to move because of Housing Quality Standards violations by the landlord if:

1. The family owes money to the Office of Housing and Community Development
2. The participant or a member of the household committed fraud while living in the rental unit.
3. The family has violated other Section 8 program obligations.
4. The family moves during the initial term of the lease, which is the first twelve-month period.

## **Chapter Eighteen**

### **Financial and Office Management**

#### **Preparation of Budgets and Reports**

1. Budgets and Requisitions: The Director will assure that all required filings will be submitted to the United States Department of Housing and Urban Development (HUD) as required.
2. Program Status Reports: The Director shall prepare leasing and voucher issuance reports as needed.
3. Year-End Statements and Balance Sheets: After receiving reconciliation of the Section 8 bank accounts from the Town Budget Office that maintains the accounts, the Director will prepare account breakdowns by category as required by HUD, (i.e. HAP payments, administrative fees, repayment by tenants), and submit them to HUD for review.
4. The required forms will be submitted to HUD in the allotted time period for review and approval. All copies of these financial documents filed with the HUD will be made available to the Town Budget Office.
5. Annual Contributions Contract, (ACC) and renewals and amendments; HUD will forward ACC's to the Office of Housing and Community Development upon approval of a new allocation, renewal of a prior allocation or an amendment to an existing allocation. The Director of the Office of Housing and Community Development will prepare any required documents.
6. Accounts and other supporting budget and financial statements for the program will be kept for a period of three (3) years.

#### **Operating Reserve Threshold**

This account is credited with earned administrative fees and recaptured fraud monies that exceed expenditures for Program administration during the Town of East Hampton's fiscal year.

#### **Required Use for Administering Program**

The operating reserve will be used to pay direct Section 8 administrative costs that exceed administrative fees earned by East Hampton Town and paid by the United States Department of Housing and Urban Development's during the Town's fiscal year.

#### **Approval for Operating Reserve Expenditures**

Any expenditure from the operating reserve shall be approvable through the normal duly adopted purchase order policy of the Town. Before any expenditure from the operating reserve shall be paid or any withdrawal of funds from the reserve shall be made the signature of the Director of the Office of Housing and Community Development shall be required. The signature of the Director on a Town purchase order request, purchase order or voucher shall be sufficient to meet this requirement. The budget office shall maintain a separate accounting of the funds in the operating reserve accounts.

## **Office Management**

The Director of Housing will supervise daily operations of the Section 8 Program and monitor program performance. His/her duties will include preparation of all program materials, the supervision, and monitoring the characteristics of applicants, assuring that all participants are very low - income families and that income targeting guidelines required by the United States Department of Housing and Urban Development are followed. The Director of Housing will also sign all Housing Choice Voucher contracts, supervise data collection, monitor waiting lists, and investigate complaints. In addition, he/she will provide continuing outreach efforts to owners and managers and act as a liaison between the Office of Housing and Community Development and the real estate community.

He/she shall reconcile all financial records with the Town Budget Office as well as supervise the preparation and submission of all data required by the United States Department of Housing and Urban Development for their record keeping.

The Director will assign preparation of all Section 8 documents to the administrative staff once the file(s) have been approved.

## **Monitoring Program Functions**

The staff will constantly monitor the number of applicants as well as the number of Housing Choice Vouchers issued and participants under lease. Special outreach efforts will be made if participants have difficulty locating rental housing, if there is a shortage of local applicants or the mix of family size is deficient. Because of the difficulty of locating year - round housing from April to August special efforts will be made to assist applicants during this time of year for applicants are most likely to locate suitable housing in the town.

The Director will be responsible for keeping accurate fiscal records. This activity includes the responsibility for making sure housing assistance payments are promptly and correctly made to owners/landlords and managers. The Town of East Hampton Finance Department, under supervision of the Town Budget officer will issue all payments, maintain and monitor the rental accounts.

## **Interim Program Changes**

The Town retains the right to use any and all expedited and streamlined processes and procedures when allowed by HUD for verification and operation of the Program without further modifying this Plan.



**Chapter Nineteen**  
**Violations of Program Guidelines**

**Denial of a Housing Choice Voucher/Applicant Eligibility**

An applicant for Section 8 assistance may be denied program eligibility for the following reasons:

1. Misinformation or fraud on the preliminary application or subsequent certification documents
2. Failure to respond to requests for information in a timely manner
3. Inconsistent or incomplete documentation
4. Failure to sign consent forms
5. Over income
6. Does not meet the definition of a family
7. Does not meet criteria of legal immigration, legal resident or citizenship status
8. Eviction for serious violation of a lease, (and therefore family obligation) in a previous Section 8 program or federally assisted housing project
9. Threatening or abusive or violent behavior towards the Office of Housing and Community Development personnel
10. Past Section 8 program violations that resulted in the applicant's loss of Section 8 program participation
11. Violent criminal or drug related activity by household members or guests
12. Life time registration as a sex offender
13. Such other grounds as allowed by the United States Department of Housing and Urban Development and by federal regulation(s) that may be amended from time to time.

**Termination of Tenancy**

The landlord may terminate the tenancy for cause under the terms and conditions specified in the lease and tenancy addendum and after giving the Office of Housing and Community Development proper notice and copies of any legal documentation.

The Office of Housing and Community Development may move to terminate the family's participation in the Section 8 program if the grounds for violating the lease can be substantiated. Termination of tenancy is not automatically grounds for termination of Section 8 assistance. The tenant /participant may terminate the tenancy as well for the grounds specified in this Plan. The Office of Housing and Community Development may move only to terminate the HAP contract with the owner, not the tenancy. If the tenant chooses to remain in the rental unit after the HAP contract with the landlord is terminated, the tenant is responsible to the owner for the entire rent and the Office of Housing and Community Development has no contractual obligations to the owner.

## **Termination of the Family's Participation in the Section 8 Program**

The Office of Housing and Community Development may move to terminate the family's participation in the Section 8 program for the following reasons:

1. Fraud related to the Section 8 program
2. Drug - related criminal activity and other criminal activity
3. Life time registration as a sex offender
4. Failure to repay outstanding monies owed to Office of Housing and Community Development, another PHA or federally assisted housing project
5. Threatening, abusive or violent behavior towards Office of Housing and Community Development personnel
6. Failure to meet other family obligations as per the guidelines of the United States Department of Housing and Urban Development
7. If the only family member with legal status is no longer in the unit during the lease year then the family will be considered ineligible and be terminated from the program.

## **HAP Contract Violations by the Owner/Landlord**

The Director will notify the owner in writing if there is reason to believe that the owner has violated the terms of the HAP contract. If the allegations are that the owner is responsible for the breach of the contract, the owner will be given a time period to respond. The notice may be withheld if the disclosure would compromise the investigation by appropriate enforcement agencies.

Violations include but are not limited to; uncorrected violations of Housing Quality Standards, creating an illegal secondary dwelling unit during the term of the contract, collecting more rent from the tenant than is permitted under the terms of the contract, violating the lease or tenancy addendum with the tenant and evicting the family without cause or without proper notification to the Office of Housing and Community Development. Landlord interference with the Tenant's quiet enjoyment of the rental unit is also a violation.

## **Termination of the HAP Contract with the Owner/Landlord**

Prior to moving to terminate the contract the Office of Housing and Community Development will take the following actions:

1. Give written notice to the owner and the Section 8 participant;
2. The notice will state the reasons for termination and possible remedies if any, the effective date, a statement of the family's responsibility to pay the entire rent if they choose to remain in the unit after the termination of the contract.

## **Welfare Sanctions**

If the Department of Social Services, (DSS) has sanctioned a family by reducing welfare assistance, then the family's rent will not be reduced to reflect the decrease in income, if this reduction by DSS is due to:

1. Fraud
2. Failure to participate in an economic self - sufficiency program
3. Failure to comply with work requirement activities.

## **Chapter Twenty**

### **Complaints, Appeals, Informal Hearings and Informal Reviews**

Complaints or appeals of Section 8 staff rulings, decisions or actions will be reviewed by the Director and must be requested in writing. When required, an informal review will be granted for an applicant and an informal hearing for a participant. If an informal review or hearing is not applicable the Director or his or her designee, after receiving a written request, will contact the applicant or participant and schedule an informal meeting to discuss the matter further if necessary.

All applicants and participants entitled to an informal review or hearing will be given prompt written notice of the reasons for the action taken by the Office of Housing and Community Development. They will be notified that they have an opportunity to appeal this decision and given a time limit to submit the appeal in writing to the Office of Housing and Community Development.

#### **Granting or Denying and Informal Review**

##### **Granting an Informal Review**

An informal review for the applicant with the Director will be granted for the following reasons:

1. Applicant is denied a place on the waiting list
2. Applicant is denied issuance of a voucher
3. Applicant is denied participation in the program after the voucher is issued

##### **Denying an Informal Review**

An opportunity for an informal review will **not** be offered in the following cases:

1. To review discretionary administrative determinations by the Office of Housing and Community Development, or to consider general policy issues or class grievances;
2. To review the sequencing of selection and offering assistance to a family from the waiting list;
3. To review the decision not to offer an extension to a voucher holder once allotted time to locate a rental unit has expired.

#### **Granting or Denying and Informal Hearing**

Participants will be given a written statement of the reason behind the informal hearing. This notice will inform the participant that he or she is entitled to an informal hearing and will include the statement that they are entitled to legal representation at his or her own expense. The Hearing Officer will be an individual familiar with Section 8 regulations who is not employed by the Town of East Hampton.

##### **Granting an Informal Hearing**

An opportunity for an informal hearing will be offered to a participant under the following conditions:

1. Denial or Termination of assistance
2. Dispute of TTP, TFC or tenant rent calculations
3. Determinations of bedroom size entered on the voucher

### **Denying an Informal Hearing**

An opportunity for an informal hearing will **not** be offered in the following cases:

1. To review discretionary administrative determinations by the Office of Housing and Community Development, or to consider general policy issues or class grievances;
2. To review the determination that the unit does not comply with Housing Quality Standards, that the owner has failed to include all services, maintenance and utilities required under the contract to provide decent, safe and sanitary housing lease, or that the contract unit is not decent, safe and sanitary because of an increase in family size or composition;
3. To review a decision by the Office of Housing and Community Development to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner;
4. To review the agency's decision not to approve the family's request for an extension of term of the voucher when an assisted family is looking for another rental unit and the current unit is no longer subsidized.

### **Final Decisions Rendered for Informal Reviews or Hearings**

The person who conducts the informal review or hearing will make his or her best effort to render a written decision, stating briefly the reasons for the decision within ten (10) days from the date of the hearing. A copy of the decision will be sent to the applicant or participant. Factual determinations relating to the evidence presented and the individual applicant's or participant's circumstances will be considered. An electronic record will be kept of the hearing and made available to the participant upon request.

### **Repayment Agreement Policy**

It is the policy of the Office of Housing and Community Development not to provide rental assistance to a family who has indebtedness to the United States Department of Housing and Urban Development incurred through their participation the Section 8 program until either the balance is paid in full or a repayment agreement is executed.

A monthly payment amount will be established after a review of all relevant family income information. A minimum monthly payment of \$20 will be required. The family must make an initial payment of 10% of the total owed. The applicant or participant will remain in good standing as long as the payments are received in a timely manner. Failure to abide by the repayment agreement will result in one of the following actions:

1. Section 8 applicants will have their applications denied until full payment has been received
2. Section 8 participants will have their rental assistance terminated, provided proper notice to the owner has been given.
3. The Office of Housing and Community Development will refer the case to the Town Attorney's Office and/or Inspector General's Office for further legal remedies for the remaining unpaid balance.

The repayment agreement will be in default when two (2) payments are delinquent. When the repayment agreement is in default no future repayment agreements shall be made with the same family. All monies are due in full.

### **Future Program Eligibility**

A family that applies for Section 8 rental assistance and has been a previous participant in any Section 8 program, will be denied assistance if:

1. The family owes the Office of Housing and Community Development or any other agency administering Section 8 program monies and has failed to repay the monies owed in a satisfactory manner or
2. An informal hearing has been held and it has been determined fraud has been committed by the family in connection with their Section 8 assistance even if the amount of money owed to the agency cannot be determined or
3. A family member has been convicted of felonious criminal activity during their residency in a Section 8 assisted rental unit.

The applicant will be notified that they are entitled to request an informal review of their case upon the declaration that they are not eligible to participate in the Section 8 program.

