

CHAPTER 8: ONGOING OCCUPANCY FUNCTIONS

8.1 RECERTIFICATION OF PARTICIPATING HOUSEHOLDS

24 CFR 982.516

RHE will recertify family income, composition, allowances and re-determine rent and the HAP on behalf of the family at least annually. The family must supply any information requested by RHE or HUD. Additionally, RHE will perform a background check at recertification when a child in a currently assisted household will turn 18 on or before the effective date.

8.1.a. Annual Recertifications

RHE MTW Activity 1 - Alternative Recertification Schedule For Households

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: 2022

Triennial recertifications are conducted for all newly admitted and currently assisted and non-workable families. Annual recertifications will remain for families claiming zero income.

Interim recertifications are limited to one interim per calendar year and are processed at the request of the family. If the interim is for a decrease in income, only income decreases of 10% or more are processed. Interim decreases are limited to one during a calendar year and no interim decreases are granted during the first six months after initial occupancy. Required interim recertifications for household composition changes, unit downsizing, landlord rent increases, and Family Self-Sufficiency will not count against the limit on voluntary interim recertifications. RHE may choose to decline to process the interim if the interim reexamination is within the last three months of recertification.

For all families reporting zero income, a Zero Income Certification/Zero Income Affidavit must be completed and signed along with a Zero Income Questionnaire that shows how the family finances their survival and essential living expenses. Failure and/or refusal to complete a Zero Income Questionnaire will result in non-compliance of the annual recertification process and will result in program termination. Zero income is defined as a household that reports no income or only reports non-earned income that is obtained through third party personal contributions or donations (not including child support received through the court system).

8.1.b. Recertification Appointments

All participating voucher families will be notified in writing 90-120 days in advance of their scheduled effective recertification due date.

8.1.c. Virtual Recertification

RHE may choose to conduct recertifications virtually, RHE may choose to conduct recertifications virtually, through the mail, email, or the Yardi Client Portal.

- (1) In the event the recertification appointment is in person and the family is unable to attend the recertification appointment, one make-up appointment day will be provided in the original recertification scheduling letter. If the family does not attend either the original appointment or the make-up date options, the family will receive a notice of termination for non-compliance.
- (2) A family may ask to have the date and time of the reexamination appointment changed by calling RHE in advance of the scheduled appointment.
- (3) Persons with disabilities may request that a reexamination be conducted by mail, by staff home visit, or by an authorized representative as a reasonable accommodation.
- (4) RHE staff will complete the reexamination in a timely manner based on the timeliness of the information provided.

8.2. EFFECTIVE DATE OF RENT CHANGES

RHE must provide the family with 30 days advance notice of any rent increase, and such rent increase will be effective the first day of the month beginning after the end of that 30-day notice period. Rent decreases will be effective on the first day of the first month after the date of the actual change leading to the interim reexamination of family income. If the reexamination action is late due to RHE staff processing, and the rent change results in an increase in the family's tenant rent portion, the family may request a rent adjustment, if the family portion of rent increases more than \$50 a month.

8.2.a. Delay Caused by Family

However, if the family has caused a delay in RHE's completion of the recertification, the family will not be entitled to the 30-day rent change notice adjustment. When the family has delayed a recertification caused by the family not providing documents timely or not responding to the recertification notification:

- (1) An increase in the tenant rent portion will be effective on the family's anniversary date and may be implemented retroactively if the required reexamination process has not been completed by the anniversary date.
- (2) Notice of any change in the tenant rent portion and its effective date will be sent by mail and/or email to the owner and the family.

8.2.b. Client Notification of Tenant Rent Change

Program participants will be notified of the new tenant rent amount through USPS mail. Clients that do not receive notification of the new tenant rent by the recertification effective date must contact RHE to confirm the new tenant rent amount. Clients may also utilize the Yardi electronic client portal to view the tenant rent determination at any time and are not dependent on RHE staff

to provide the information to them. When possible RHE staff may email the tenant rent change notification but are not required to do so.

8.2.c. Email Communication

Clients who specifically request not to be emailed documents will be responsible for receipt of the documents through USPS mail or in person pickup. RHE will not be responsible for non-receipt of rent change forms, recertification notifications or other important documents if the client refuses electrotonic communication.

8.3. INTERIM REEXAMINATIONS

An interim recertification is one that is performed between annual recertifications to reflect changes in family circumstances. Additionally, RHE will perform a background check at an interim recertification when a child in a currently assisted household will turn 18 on or before the new effective date.

Interim recertifications are limited to one interim per calendar year and are processed at the request of the family. If the interim is for a decrease in income, only income decreases of 10% or more are processed. Interim decreases are limited to one during a calendar year and no interim decreases are granted during the first six months after initial occupancy. Required interim recertifications for household composition changes, unit downsizing, landlord rent increases, and Family Self-Sufficiency will not count against the limit on voluntary interim recertifications. RHE may choose to decline to process the interim if the interim reexamination is within the last three months of recertification.

A No Adjustment Letter will also be sent to the family for non-submission of pending items needed to complete the interim recertification if not submitted by the requested deadline. If this occurs, the family will be responsible for submitting a new interim recertification to report any changes in family income or composition along with the required supporting documentation. If the family produces a delay in the resubmission of the interim recertification packet and it causes an income discrepancy due to unreported income, the family may have to enter into a repayment agreement.

Misrepresentation of or failure to report changes in family composition in order to maintain a voucher payment standard or bedroom size in which the family would not otherwise be eligible may result in program termination.

8.4. INTERIM REPORTING REQUIREMENTS

Between annual recertifications families are required to report any change in household composition.

8.5. REPORTING OTHER CHANGES

A family may report a decrease in income or an increase in expenses related to allowable

deductions. RHE may conduct an interim recertification to reduce a family's rent for any change that will last more than 30 days, within the allowable interim submission limits.

- (1) **Verification at Interim Recertifications.** Family information that has changed will be verified at an interim recertification. Per HUD's regulations, an EIV and IVT will be pulled for each interim transaction.
- (2) Interim recertifications will be processed within 30 days of receiving the completed interim recertification packet.
 - (a) An interim recertification packet is not considered complete until ALL requested documents have been received. Once ALL requested documents have been received, the 30-day processing time will begin.
 - (b) If requested documents are not received by the deadline noted in the missing document notification, the interim will be discarded and must be resubmitted with all of the requested documents. The 30-day processing time will begin upon resubmission and acceptance of the completed recertification packet.
- (3) **Effective Date of Tenant Rent Portion Changes**
 - (a) Generally, following an interim recertification and a 30-day written notice to the family of the new rent amount, the tenant rent portion increase will be effective:
 - (i) The first day of the following month, if the family submits the completed interim recertification packet on or before the 15th of the month, or
 - (ii) The first day of the second month if the family submits the completed interim recertification packet after the 15th of the month unless it creates a hardship.
 - (b) A tenant rent portion decrease will be effective the first day of the month, following the 30-day period after the completed interim recertification packet is received and accepted. For example, if an interim recertification packet is received completed and is accepted on June 15th, the recertification will be effective no later than July 1st. If the completed recertification packet is received and accepted on June 30th, the recertification will be made effective no later than August 1st.

However, if the family has failed to report a required change that would result in a rent increase, the change will be effective retroactively to the date it would have been effective had the family reported the information on time.

Notice of any change in the tenant rent portion and its effective date will be sent by mail or email

to the owner and the family.

8.6. OWNER CONTRACT RENT INCREASES

24 CFR 982.507

- (1) An owner may implement a contract rent increase request by giving the tenant advance notice as required under the lease and state and local law. The city of Rockville requires that owners provide 90 days' notice of any rent increase.
- (2) In addition, the owner must provide RHE 90 days' notice in writing prior to the effective date of the proposed contract rent increase. RHE will conduct a rent reasonableness evaluation and will not approve the proposed contract rent unless it is determined to be reasonable. An executed copy of the tenant rent renewal must be received prior to RHE approval of the rent increase.
- (3) If the owner provides more than one option for the lease renewal/rent increase, the tenant has 15 days to notify RHE in writing of the tenant's lease renewal/rent increase option selection and/or select and sign the renewal rent increase notice.

If the tenant fails to make a selection within 15 days from the date of the lease renewal/rent increase notice received from the owner, then RHE staff will process the rent increase based on the renewal 12-month option.

RHE will not cover the month-to-month renewal rate option/ fees.

- (4) A rent increase approved by RHE will be effective on the later of:
 - (a) On the anniversary date of the HAP.
 - (b) 90 days after RHE received a rent increase request from the owner.
 - (c) In every situation possible, RHE will process the rent increase along with the annual recertification.
 - (d) A rent increase may be effective on the first day after the expiration of the initial lease term. All rent increases implemented by an owner must be in compliance with the City of Rockville rent increase rules. Rent increases received that are in violation of the City of Rockville rent increase guidelines will not be processed.

8.7. Unit Downsizing

In the event there is more than one household that is over-housed, RHE will utilize the following order in determining which household is downsized first.

- (1) Households needing a reasonable accommodation.
- (2) Households that request to be downsized for reasons other than a reasonable accommodation.
- (3) The household that has been over housed for the longest period of time.

Unit downsizing, for over-housed households, will take place at the household's anniversary recertification and not at the triennial recertification unless the anniversary recertification happens to coincide with the family's triennial recertification.

8.8. FAMILY MOVES

24CFR982.354

A participating family wishing to move to a new unit must give RHE notice of its intent to move and request a new voucher. A family planning to move to another jurisdiction must include this information in its notice to RHE.

The family must be in compliance with its family obligations to be issued a new voucher.

The family must give the owner proper notice of its intention to vacate as required by the family's lease.

The family may not move more than once in any 12-month period. Exceptions may be granted for the purpose of providing a reasonable accommodation or other approved exception by RHE.

The lease and HAP contract for the family's new unit may begin during the month in which the family moves; RHE will pay a pro-rated HAP for the new unit and the owner of the family's previous unit. RHE may require a family to move if the HAP contract is terminated due to the owner's failure to comply with HQS, other breach of the contract, or if changes in the family size have created overcrowding that violates HQS or the Subsidy/Occupancy Standards. In such a case, RHE will issue a voucher for the family to search for a new unit.

8.9 FAMILY BREAKUPS

24 CFR 982.315

8.9.a. If A Family Splits Apart

If a family splits apart, RHE shall determine on a case-by-case basis which family members, if any, will continue to receive housing assistance. In making this determination, RHE will consider:

- (1) Whether the assistance will remain with the family members who continue to reside in the assisted unit.
- (2) The needs of minor children or family members who are ill, elderly, or persons with disabilities.

- (3) Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a member of the household.
- (4) Whether the head or co-head is determined to have a greater financial need for voucher assistance.

If a court issues a decision specifying which family members should receive continued voucher assistance, RHE must abide by the court's ruling.

8.10. DEPARTURE OF HEAD OF HOUSEHOLD

8.10.a. HOH Departure

If the Head of Household (HOH) decides he or she no longer wishes to reside with the household that is receiving the HAP Assistance, the HCV may not be transferred to the other family members. Only in the case of death of the HOH, military deployment, or for a reasonable accommodation of a disability may the voucher be transferred to other family members currently living in the assisted household.

8.10.b. Removal of Household Member

Families reporting that a member has left the household must provide verification of that departure. The landlord must also be notified of the pending household member's removal. Families must provide documentation of where the departing family member now lives. Examples of acceptable documents include an executed lease in the member's name, a new driver's license with a new address, or a current utility bill with a new address. At least two of the four mentioned verification documents must be provided. Self-certification cannot be used to verify a household member's departure unless approved by the Executive Director.

Consideration may be provided for families that are unable to provide documentation of the departing family member's new residence. The Head of Household must provide a reasonable explanation why they are unable to provide documentation of the new residence or location of the departing household member along with documented efforts to obtain the location of the departing family member. If RHE deems the explanation not to be reasonable, RHE may choose not to allow the removal of the household member until sufficient documentation can be provided.

The family must remove the departing member from the lease agreement and provide RHE with a copy of the new lease before the family member can be removed. Families that are found to report a departing household member that is later determined by RHE to be in the household will be subject to the penalties associated with fraudulent reporting, which may include termination from the program, repayment of any HAP overpayments made due to the fraudulent statement, fines up to \$10,000, imprisonment of up to 5 years, and any other state or local government penalties that may apply.

For all changes in family composition, RHE will apply the appropriate payments based on the

occupancy standards.

8.10.c. Death of a Family Member

If the HOH is the only family member and passes away, the Housing Assistance Payment subsidy will terminate at the end of the month in which the family member passed.

If the HOH is the only adult member, and the remaining household members are minors, the subsidy may continue with a temporary adult guardian residing in the unit until a court-appointed guardian is established. RHE will conduct the screen processes listed under “Determining Eligibility” on the temporary guardian. If the temporary guardian is a current participant in the HCV program, as a HOH, then the deceased HOH’s housing assistance payment and HAP contract with RHE will terminate at the end of the month in which the family member passed away. The minor children will then be added to the temporary guardian’s voucher household. Any situations in which the HOH passes away leaving minor children that fall outside of the above scenario will be evaluated on a case-by-case basis.

8.11. TERMINATIONS

8.12. OWNER TERMINATION OF TENANCY

24 CFR 982.310

An owner may terminate tenancy in accordance with the lease and/or for other reasons allowable by local, state, and federal laws.

The owner must comply with state and local law through the eviction process. The owner must give the family and RHE written notice of his/her intention to terminate the lease stating the grounds for the termination. The family is also required to give RHE a copy of any eviction notices from the owner.

8.13. HAP CONTRACT TERMINATION

24 CFR 982.453, 454, 455.

8.13.a. Automatic HAP Contract Terminations

The HAP contract terminates automatically if:

- (1) The family moves out of the unit.
- (2) The lease terminates.
- (3) The owner evicts the family.
- (4) Unit being abated over 60 days.

If the owner is pursuing eviction of the family, RHE will continue to make HAP payments until the owner receives a court judgment for eviction. In some cases, RHE, at its discretion, may continue to make assistance payments until the family moves or is evicted from the unit.

The HAP contract also terminates automatically 180 days after the last housing assistance payment to the owner when increases in family income have permitted the family to begin paying the full rent or if the family has been absent from the unit for more than 180 days.

8.14 HAP CONTRACT TERMINATIONS BY RHE

RHE will provide 30 days' notice to the owner and the family prior to terminating a HAP contract for any of the following reasons:

- (1) RHE's termination of housing assistance to the family.
- (2) RHE has required a family to move due to overcrowding in violation of HQS.
- (3) An owner's breach of contract including:
 - (a) HQS violations.
 - (b) Other contract violations.
 - (c) Violations under HAP contracts for other units.
 - (d) Drug trafficking or violent criminal activity.
 - (e) Fraud, bribery, or other corrupt or criminal act in connection with a federal housing program.

RHE may terminate the HAP contract if it determines it lacks adequate funding under its contract with HUD.

The owner may terminate the HAP contract by giving notice to RHE and the tenant as required under terms of the lease between the owner and the tenant.

HAP contract terminations by owners of moderate rehabilitation units require a one-year notice to RHE.

8.15. TERMINATION OF ASSISTANCE - PROGRAM PARTICIPANT

RHE may terminate the assistance of a family that has violated any of the HCV program Family Obligations (Chapter 5, paragraph 5.6.) including any serious or repeated violation of the family's lease with the landlord.

RHE may terminate the assistance of a family if any member of the household or representative thereof engages in physical or verbal abuse toward RHE staff. Abuse may include, but is not

limited to the use of profane language, yelling at RHE staff, or other verbal or physical assaults including direct or implied threats made against RHE staff or RHE staff’s family members.

In addition, RHE may terminate assistance for any of the grounds for denial or termination of assistance set forth in Chapter 5 Paragraph 5.6, Reasons for Denial or Termination of Assistance.

RHE will provide the family and the owner 30 days’ notice of its intention to terminate assistance, stating the reason for the termination. The family will have the opportunity to request an informal hearing.

8.16 VIOLENCE AGAINST WOMEN (VAWA) POLICY

(See Appendix A – Emergency Transfers under VAWA)

8.16.a. Purpose and Applicability

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth Rockville Housing Enterprises (RHE) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. This Policy shall be applicable to the administration by RHE of all federally subsidized public housing and HCV rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

8.16.b. Goals and Objectives

This Policy has the following principal goals and objectives: Maintaining compliance with all applicable legal requirements imposed by VAWA; ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RHE; providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking; creating and maintaining collaborative arrangements between RHE, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, and stalking, who are assisted by RHE; taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RHE.

8.17. DEFINITIONS - AS USED IN THIS POLICY

8.17.a. Domestic Violence

The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies,

or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

8.17.b. Dating Violence

Means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (1) The length of the relationship.
- (2) The type of relationship.
- (3) The frequency of interaction between the persons involved in the relationship.

8.17.c. Stalking

- (1) Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person.
- (2) To place under surveillance with the intent to kill, injure, harass, or intimidate another person.
- (3) In the course of or as a result of such following, pursuit, surveillance, or repeatedly committed acts to place a person in reasonable fear of the death, to cause serious bodily injury to, or to cause substantial emotional harm to:
 - (a) That person.
 - (b) A member of the immediate family of that person.
 - (c) The spouse or intimate partner of that person.

8.17.d. Actual and Imminent Threat

Refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential would occur.

8.17.e. Immediate Family Member

Means, with respect to a person:

- (1) A spouse, parent, brother, sister, child of that person, or an individual to whom

that person stands in loco parentis.

- (2) Any other person living in the household of that person and related to that person by blood or marriage.

8.17.f. Affiliated Individual

With respect to an individual, means:

- (1) A spouse, parent, brother, sister, child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual).
- (2) Any individual, tenants, and lawful occupants.

8.17.g. Perpetrator

Means person who commits an act of domestic violence, dating violence, or stalking against a victim.

8.17.h. Bifurcate

Means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and state or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside as occupants.

8.17.i. Covered Housing Provider

Refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHA's, sponsors, owners, mortgagors, managers, state and local governments or agencies thereof, and nonprofit and for-profit organizations and entities.

8.18 ADMISSIONS AND SCREENING

Non-Denial of Assistance

RHE will not deny admission to public housing or to the HCV rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

8.18.a. Admissions Preference

Applicants for rental assistance from RHE will not receive a preference in admissions by virtue of their status as victims of domestic violence.

8.18.b. Mitigation of Disqualifying Information

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, RHE may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, RHE shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. RHE will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

8.19. TERMINATION OF TENANCY OR ASSISTANCE**8.19.a. VAWA Protections**

Under VAWA, public housing residents and persons assisted under the HCV rental assistance program have the following specific protections, which will be observed by RHE:

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
- (2) In addition to the foregoing, tenancy or assistance will not be terminated by RHE as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, or stalking engaged in by a member of the assisted household, a guest, or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations.
- (3) Nothing contained in this paragraph shall limit any otherwise available authority of RHE or an HCV owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither RHE nor an HCV owner or manager may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than that applied to other tenants.
- (4) Nothing contained in this paragraph shall be construed to limit the authority of RHE or an HCV owner or manager to evict or terminate from assistance any tenant or lawful applicant if RHE, the owner, or manager, as the case may be, can

demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

Removal of Perpetrator. Further, notwithstanding anything in paragraph 6.1 of PIH Notice 2017-08 or federal, state, or local law to the contrary, RHE or an HCV owner or manager, as the case may be, may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RHE. Leases used for all public housing operated by RHE and, at the option of HCV owners or managers, leases for dwelling units occupied by families assisted with HCV rental assistance administered by RHE, shall contain provisions setting forth the substance of this paragraph.

8.20. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

8.20.a. Requirement for Verification

The law allows, but does not require, RHE or an HCV owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this Policy. Subject only to waiver as provided in paragraph 7.3 of PIH Notice 2017-08, RHE shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RHE or an HCV owner or manager receiving rental assistance administered by RHE may elect to require verification or not to require it as permitted under applicable law.

8.20.b. Verification of a Claimed Incident

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, or stalking may be accomplished in one of the following ways.

8.20.c. HUD-Approved Form

By providing, to RHE or to the requesting HCV owner or manager, a written certification on the HUD form 5232, that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the

applicable definition(s) set forth in this Policy. The incident or incidents in question must be described in reasonable detail as required in the HUD approved form, and the completed certification must include the name of the perpetrator.

(1) Other Documentation

By providing to RHE documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, stalking, or the effects of the abuse. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this Policy. The victim of the incident or incidents of domestic violence, dating violence, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

(2) Police or Court Record

By providing to RHE a federal, state, tribal, territorial, or local police or court record describing the incident or incidents in question.

(3) Time Allowed to Provide Verification/ Failure to Provide

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, and who is requested by RHE to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time, will result in loss of protection under VAWA and this Policy against a proposed adverse action.

(4) Waiver of Verification Requirement

RHE, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the RHE. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

8.21. CONFIDENTIALITY

8.21.a. Right of Confidentiality

All information (including the fact that an individual is a victim of domestic violence, dating

violence, or stalking) provided to RHE in connection with a verification required under Chapter 8, paragraph 19 of this Policy or provided in lieu of such verification where a waiver of verification is granted shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

- (1) Requested or consented to by the individual in writing.
- (2) Required for use in a public housing eviction proceeding, as permitted in VAWA.
- (3) Otherwise required by applicable law.

8.21.b. Notification of Rights

All tenants of public housing and tenants participating in the HCV rental assistance program administered by RHE shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

8.22. TRANSFER TO NEW RESIDENCE

8.22.a. Application for Transfer

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RHE will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or HCV tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

8.22.b. Action on Applications

RHE will act upon such an application promptly, which shall be defined as 10 business days.

8.22.c. No Right to Transfer

RHE will make every effort to accommodate requests for transfer when suitable alternative vacant units are available, and the circumstances warrant such action. However, except with respect to portability of HCV assistance as provided in Chapter 8, paragraph 8.21.d. The decision to grant or refuse to grant a transfer shall lie within the sole discretion of RHE, and this Policy does not create any right on the part of any applicant to be granted a transfer.

8.22.d. Portability

Notwithstanding the foregoing, an HCV assisted tenant will not be denied portability to a unit

located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the HCV program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

8.23 COURT ORDERS/FAMILY BREAK-UP

8.23.a. Court Orders

It is RHE' policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by RHE and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

8.23.b. Family Break-Up

Other RHE policies regarding family break-up are contained in RHE' Public Housing Admissions and Continuing Occupancy Policy (ACOP) and its HCV Administrative Plan.

(1) Relationships with Service Providers

It is the policy of RHE to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If RHE staff becomes aware that an individual assisted by RHE is a victim of domestic violence, dating violence, or stalking, RHE will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring RHE either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. RHE' ACOP and Administrative Plan shall describe providers of shelter or services to victims of domestic violence with which RHE has referral or other cooperative relationships.

(2) Notification

RHE shall provide written notification to applicants, tenants, and HCV owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

(3) Relationship with Other Applicable Laws

Neither VAWA nor the implementation of this Policy shall preempt or supersede any provision of federal, state, or local law that provides greater protection than

that provided under VAWA for victims of domestic violence, dating violence, or stalking.

(4) Amendment

This Policy may be amended from time to time by RHE as approved by the RHE Board of Commissioners or its designated official.

8.24. PROGRAM INTEGRITY

RHE is committed to ensuring the most effective use of housing assistance funds to help the greatest number of low-income Rockville families possible. To that end, RHE seeks to identify and eliminate program abuse in any place it may emerge using internal file reviews, verification of submitted information, and follow up on referrals or allegations of program violations.

Any owner determined to have participated in fraudulent activity or other program abuse will be required to repay RHE as appropriate and may be barred from further participation in the HCV program.

A family that has failed to report household information accurately as required or who has participated in any type of fraud or program abuse will be required to repay any assistance inappropriately paid on its behalf. The family may be offered a repayment agreement or RHE may terminate the family's assistance. If the family signs but does not comply with a repayment agreement, RHE may terminate assistance. RHE will utilize HUD E- verification systems EIV or IVT to determine potential unreported income fraud, amounts over \$2,400 are required by HUD to be investigated for unreported income fraud.

8.25. INFORMAL REVIEWS AND HEARINGS

24 CFR 982.554-555

An informal review is offered to applicants who have been denied assistance for reasons other than ineligible immigration status. An informal hearing is offered to participants to review certain RHE decisions relating to a family's assistance and to applicants denied assistance due to ineligible immigration status.

RHE' HCV Hearing Officer will be the designated person, other than the person who made or approved the decision under review or a subordinate of that person, to conduct informal reviews and hearings.

8.25.a Informal Reviews for Applicants

8.25.b. When an Informal Review is Required

The opportunity to request an informal review must be given to any applicant denied assistance or denied waiting list placement based on a preference claimed by the applicant.

8.25.c. When an Informal Review is NOT Required

An informal review is not required for:

- (1) RHE discretionary administrative determinations.
- (2) General policy issues or class grievances.
- (3) Assignment of the family's unit size under RHE' subsidy standards.
- (4) RHE' refusal to grant approval to lease a unit under the program or to approve a proposed lease.
- (5) RHE' determination that a unit selected by the applicant is not in compliance with HQS.
- (6) RHE' determination that the unit is not in accordance with HQS because of the family size or composition.

8.26 PROCESS

An applicant who is determined ineligible for assistance will receive a written notice providing:

- (1) The reason for the ineligibility determination.
- (2) A statement that the applicant has 10 calendar days from the date of the notice to request an informal review.
- (3) An explanation of informal review procedures.

RHE will hold the informal review within a reasonable period of time following receipt of the request.

The applicant will be given an opportunity to present written or oral objections to RHE' decision. After the informal review, the applicant will be notified in writing of the Hearing Officer's decision and the reasons. The determination of RHE' Hearing Officer is final.

8.27. INFORMAL HEARINGS FOR PROGRAM PARTICIPANTS

8.27.a. When Informal Hearings are Required

RHE must inform program participants of their right to an informal hearing to review whether RHE determinations on the following were in compliance with the law, HUD rules, and RHE policies:

- (1) Annual or adjusted income and the use of such income to compute the housing assistance payment.

- (2) Appropriate utility allowance for a participant family.
- (3) Family unit size.
- (4) Termination of assistance for a participant family because of the family's action or failure to act.
- (5) Termination of assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under RHE policy and HUD rules (or no more than 180 days).
- (6) A RHE decision to deny assistance to an applicant family on the basis of ineligible immigration status.

8.27.b. When Informal Hearings are NOT Required

- (1) Discretionary administrative determinations by RHE.
- (2) General policy issues or class grievances.
- (3) Establishment of RHE' schedule of utility allowances for participant families.
- (4) A RHE determination not to approve an extension or suspension of an HCV term.
- (5) A RHE determination not to approve a unit or a lease.
- (6) A RHE determination that an assisted unit is not in compliance with HQS. However, breach of HQS due to tenant-caused action, if resulting in termination of assistance, would require an informal hearing.
- (7) A RHE determination that the unit is not in accordance with HQS because of the family size.
- (8) A determination by RHE to exercise or not to exercise any right or remedy against the owner under a HAP contract.

8.28. INFORMAL HEARING NOTICE REQUIREMENTS

Upon making any decision for which a participant has a right to an informal hearing, RHE will provide the participant written notice of the decision stating that the participant has the right to request an informal hearing in writing. The participant will have 10 calendar days from the date of the notice to request the informal hearing.

If the family does not request a hearing within 10 calendar days, the termination will stand. If a family cancels a scheduled hearing the family must provide documentation that the cancellation

was for just cause. Just cause can include, but is not limited to a medical appointment/emergency, an unanticipated work obligation, or other reason justifiable by RHE. If documentation of the reason of the cancellation is not provided the hearing will not be reschedule and the termination will stand. The family is not terminated from the program until the hearing has been completed or forfeited, and the final decision is rendered. The family will still be able to continue their assistance during the termination process. The family's rights under portability and other program moves may be suspended during the termination process.

Notice of a determination of annual or adjusted income, utility allowances, and the family's unit size states that the family may ask for an explanation of the basis of RHE' determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

In all other cases where an informal hearing is required, RHE must give the family prompt written notice that the family may request a hearing.

The termination notice must contain:

- (1) A brief statement of reasons for the decision.
- (2) A statement that if the family does not agree with the decision, the family may request an informal hearing on the decision in writing.
- (3) A statement of the deadline for the family to request an informal hearing (within 10 calendar days of the notification).
- (4) A description of informal hearing procedures.
- (5) Effective date of termination, if no hearing is requested.

8.29. INFORMAL HEARING PROCEDURE

RHE must proceed with an informal hearing in a reasonably expeditious manner upon the family's request.

The HCV Hearing Officer conducts the informal hearings. RHE staff will present a summary of the case and any pertinent information (records and regulations) to the family and Hearing Officer who will determine whether to uphold or reverse the recommendation of RHE staff.

8.29.a. Discovery

Prior to the hearing, the family will be given the opportunity to examine any RHE documents that are directly relevant to the hearing. The family must be allowed to receive copies of any such document(s) at the family's expense. If RHE does not make the document(s) available for examination upon the family's request, RHE may not rely on the document at the hearing.

RHE must be given the opportunity to examine, at the RHE office before the RHE hearing, any family documents directly relevant to the hearing. RHE must be allowed to copy any such document at RHE' expense. If the family does not make the document(s) available for examination upon RHE' request, the family may not rely on the document at the hearing. The term "document" includes records and regulations.

(1) Family Representation

At its own expense, the family may be represented by a lawyer or other representative.

(2) Evidence

RHE and the family must be given the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(3) Rendering a Decision

The Hearing Officer must issue a written decision, briefly stating the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole, shows that the fact sought to be proved is more probable than not. A written copy of the hearing decision shall be furnished promptly to the family.

(4) Effect of Decision

RHE is not bound by a hearing decision when it:

- (a)** Concerns a matter for which RHE is not required to provide an opportunity for an informal hearing or that otherwise exceeds the authority of the person conducting the hearing under RHE' hearing procedures.
- (b)** Is contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law.

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

8.30 REASONABLE ACCOMMODATIONS

RHE will provide reasonable accommodations and modifications in accordance with HUD regulations. Reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities.

HUD defines a reasonable accommodation as a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations. Please note that the Americans with Disabilities Act (ADA) often refers to these types of accommodations as “modifications.”

Under Section 504 and the ADA, public housing agencies, other federally-assisted housing providers, and state or local government entities are required to provide and pay for structural modifications as reasonable accommodations/modifications *unless providing them would be an undue financial and administrative burden or a fundamental alteration of the program.*

All reasonable accommodation requests, whether listed in this procedure or not, must be carefully evaluated on a case-by-case basis in compliance with federal, state, and local disability rights laws.

RHE is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation or modification may be necessary because of a disability. If a person’s disability is obvious, readily apparent, or otherwise known to the provider, and if the need for the requested accommodation or modification is also readily apparent or known, then the provider may not request any additional information. If the disability and/or the disability-related need for the requested accommodation or modification is not known or obvious, RHE will request only information that is necessary to evaluate the disability and/or disability-related need for the accommodation. This information may be from the requesting individual, medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.

8.30.a. Submittal of Reasonable Accommodation Requests

To request a reasonable accommodation, the participant must submit a properly completed RHE reasonable accommodation request packet. If the participant cannot use the RHE reasonable accommodation request packet, the participant may request the packet be provided in an equally effective format or means of communication. The participant may also submit an alternative form to request the reasonable accommodation that contains the same information as requested in the RHE reasonable accommodation packet.

Reasonable accommodations must be renewed annually by the participant for any accommodation for a person with a disability that is not verified through a Social Security Disability determination. Reasonable accommodations that are not renewed annually will automatically terminate.

RHE has 30 calendar days from the date of the reasonable accommodation submission to render a decision unless the requested party is informed in writing that additional time is needed.

All decisions to approve or deny reasonable accommodation requests will be communicated in writing.

8.30.b. Reasonable Accommodation Denial

When RHE denies a requested accommodation or modification, RHE will discuss with the requester whether there is an alternative accommodation or modification that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden.