

Central Missouri Community Action
dba Boone County Public Housing Agency
Section 8—Housing Choice Voucher Program
Annual Administrative Plan for Fiscal Year 2009-2010

Introduction:

The Boone County Public Housing Agency (BCPHA) service area consist of six (6) counties: Callaway, Cole, Cooper, Howard, Moniteau and Osage. Each county court designated Boone County as the signatory court and Central Missouri Community Action (CMCA) as the administrative agency of the Section 8 Housing Choice Voucher Program. In addition, BCPHA provides Housing Choice Voucher Assistance in Boone county for three (3) households who were served through the Disaster Voucher Program.

Central Missouri Community Action is a private, non-profit 501 (c) 3 corporation formed December 6, 1965 and has acted as a multi-purpose “umbrella” agency since that time. It operates through a network of eight (8) Family Resource Centers located in each of the eight (8) counties in the service area.

CMCA focuses on the people we serve, the communities in which we live, and our organization’s capacity to be an agent of change through partnerships with other agencies within the communities that we serve. CMCA’s mission is to empower individuals and families to achieve self-reliance.

CMCA has extensive experience with managing and administering public funds from federal, state and local funding sources as well as an established history of handling all financial transactions required by this program.

1. Outreach to Families and Landlord/Owners/Agents

a. Families:

Will be recruited for the program through various media’s as deemed necessary.

BCPHA has operated in this area for several years and there is a waiting list of families and eligible individuals. CMCA’s strategic plan was developed with the premise of integrating all of the agency’s programs. The goal of this process is to better serve our clients and will result in significantly increasing awareness of the Section 8 Housing Choice Voucher Program.

Clients who utilize our family resource services will be informed of the housing assistance program as part of their initial intake.

CMCA will focus on improving the overall image of the BCPHA by holding discussions with concerned citizens, agency & program participants, landlords/owners/agents, other social service agencies and their staff.

b. Landlords/Owners/Agents:

Will be recruited for the program through media announcements if/when deemed necessary.

BC PHA/CMCA will hold briefings annually with current and future landlords/owners/agents for open discussions regarding program changes and updates, and landlord/owner/agent rights.

BCPHA will actively seek landlords/owners/agents that own properties that are located in areas other than those predisposed to low-income families.

BCPHA will actively seek landlords/owners/agents that are willing to lease or have properties available to lease under the Section 8 Rental Assistance program. We will encourage program participation outside areas of low-income and minority concentration. We will also recruit property specifically designed to accommodate handicapped/disabled families.

A brochure is given to all interested parties explaining how Section 8 Rental Assistance works and answers the frequently most asked questions.

2. *The Application , Determination of Eligibility and Selection of Families and Individuals*

Each interested family or individual will be asked to complete a pre-application furnished by CMCA. These forms are available at CMCA Family Resource Centers located in each of the six(6) counties the program is available, it may also be found at the CMCA web page www.showmeaction.org , or it can be obtained by calling any county office or central office and an application can be mailed.

Once the pre-application has been returned completed tentative eligibility for the program will be determined from the information on this form, using HUD guidelines and procedures for determining eligibility.

For an application to be considered complete each applicant provide the following for each household member, Social Security Cards, Birth Certificates, Drivers License and Income Verification.

Criminal background checks are conducted on every adult member of the household. This is currently being completed though Case.Net by the Section 8 Coordinator or the Assisted Housing Representative (AHR).

Previous Assisted Housing must be verified by the Section 8 Coordinator or the AHR to verify that the applicant does not owe money to another Public Housing Agency (PHA) and that the applicant left the program in good standing.

Once the applicant has been determined to be tentatively eligible they will be put on a computerized waiting list. A letter will be sent by the Housing Services Specialist from Central Office informing the applicant that they have been placed on the waiting list for rental assistance.

As vouchers become available the Housing Services Specialist or the Section 8 Coordinator because of the amount of time the applicant is on the waiting list will complete a second criminal background check and previous housing check before notifying the next applicant (s) on the waiting list to attend a briefing to complete and review the application.

BCPHA has one waiting list for our six county service area. This waiting list is maintained by the date and time the application is received.

The preferences that BCPHA currently use are:

- i. Verifiably Homeless as defined by HUD regulations
- ii. Verifiably in a Domestic Violence Shelter
- iii. Federal Declared Natural Disasters
- iv. Local Declared Disasters (tornado, flood, fire).

All families and individuals on the waiting list will be contacted at least annually to see if they are still interested in the program. They will have ten (10) working days to return the signed purge letter to remain on the waiting list. Some applicants that can not be contacted, are no longer interested, will not move from substandard units, or are no longer eligible due to changes of income and will be purged/dropped from the waiting list.

Persons requesting waitlist list status must do so in writing. Forms for doing so are available in each county Family Resource Center. The Housing Services Specialist will send a written reply within in about four weeks of receipt of the inquiry. This inquiry will let the applicant know their date of application and the date that we as currently assisting. It will also say that because the waiting list does not move at a steady pace we do not know when they will be reached on the list.

In the event the wait list exceeds 24 months, a public notification will be made in the two (2) major newspapers in our service area, will be posted at each Family Resource Centers and on the CMCA agency web page that applications will no longer be accepted until further notice. This will be done ten working days prior to actual discontinuation of the taking of applications. When applications are again taken a ten (10) working day notice of the date of the re-opening of the list will be advertised with the same procedure.

Ineligible families and individuals are notified in writing for the reason(s) they are ineligible and told that they may request an informal review if they wish to request one in writing.

Individuals who are not handicapped or elderly are eligible to participate on the program. However, they will be issued a voucher only if no handicapped, elderly, or single parent families are on the waiting list.

Determination of appropriate voucher size takes into account family size and composition. (See attachment A--Guidelines to Determine Bedroom Size)

Applicants who owe BCPHA or any other Housing Agency monies for damages, back rent, or undeclared income will not be eligible for the BCPHA waiting list until they have paid old debts in full.

Current BCPHA participants must enter into a repayment plan for monies owed for undeclared income but only for the first instance. Any repeat violations will result in termination of assistance. In order for the repayment plan to be initiated an initial payment of 20% of the amount owed will be required. This repayment plan must be completed in full, prior to thirty (30) days before the end of the contract. If two (2) consecutive payments are missed, the agreement is void and the participant has ten (10) working days to pay the remaining balance in full to remain on the program or they will be terminated and not eligible to reply for assistance for three (3) years and until the balance has been paid.

3. *Verification of Income and Determination of Gross Family Contribution*

The income of each family is verified by third party verification to insure accuracy and legibility. The procedures used will be appropriate to the family and in accordance with HUD regulations. Verification will be done through information supplied by the family or obtained by CMCA (such are tax returns, or other information supplied by income sources: Family Support Division, VA, Social Security etc.: information supplied by banks, savings and loan companies). Where appropriated, income sources such as employment will be verified on forms furnished by CMCA.

BCPHA as part of HUD regulations are required to use on all annual and interim re-examinations the Enterprise Income Verification System (EIV).

A family's gross income will be determined after income verification and the family is given deductions that are appropriate to the family i.e. children, elderly/disabled, medical expenses for elderly/disable and child care cost. Income is calculated on an annual basis.

Total Tenant Payment will be determined in accordance with HUD regulations. A family must not pay more than 40% of income for rent when the family first received the subsidy in a particular unit. This is not applicable at re-examination if the family stays in their current unit.

A participant's monthly contribution to rent will not be decreased where a decrease in income is the results of noncompliance with the condition of public assistance or where public assistance or where public assistance is decreased due to an act of fraud by a member of a covered family. This will not apply until the PHA receives written notice from the relevant welfare or public assistance agency specifying that a family's benefits have been reduced because of noncompliance with economic self-sufficiency program or work activities requirements, or fraud, and level of reduction.

The Section 8 Coordinator and AHR monitors the accuracy of the Total Tenant Payment for each participant.

4. *Briefing of Families and Issuance of Housing Choice Vouchers*

An in-depth briefing to all applicants will be conducted by the Section 8 Coordinator or the AHR. If there is a large number of applicants coming off the waiting list this briefing will be completed as a group. After the group briefing each family will have a time in which they can speak individually with the AHR. Families and individuals will be briefed individually if necessary.

These briefings shall cover those areas specified in the HUD regulations. Applicants will be encouraged to ask questions at this time. Items covered include but are not limited to explaining how the voucher program works, tenant responsibilities, owner responsibilities and the PHA responsibilities. The contents and purpose of each item in the briefing packet will be explained. Services and assistance available through CMCA i.e. programs on budgeting, money management, and home matters, weatherization, energy assistance, headstart and employment and training are encouraged so that families can achieve self-reliance. Applicants will be referred to other available resources if necessary.

Prior to issuance of a Housing Choice Voucher, a calculation of anticipated tenant share will be done. After income is determined, the difference between the Housing Choice Voucher 30% / 40% Total Tenant Payment will be determined and explained to the participant.

If the applicant is eligible a Housing Choice Voucher will be issued. Vouchers are issued for a period not to exceed 120 days. The voucher must be used in the jurisdiction that it has been issued. The primary responsibility for locating such a unit belongs to the voucher holder. The AHR will maintain a list of owners for each county that are willing to lease or have properties available to lease under the Section 8 Rental Assistance program. Located at each county family resource center the AHR has a bulletin board available for landlords/owners/agents to post notice of available units for that county. Some assistance to families and individuals whose vouchers are about to expire may be provided by AHRs during the housing search, such as contacting owners for availability of units. We will also maintain a list of handicapped assessable units in the area. Extra assistance will be provided to the disabled. While the request for tenancy approval is being considered, the time

counted against the one hundred twenty (120) days will be tolled; this time will not be counted against the one hundred twenty (120) day total of the voucher.

BCPHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973 and title II of the Americans with Disabilities Act of 1990 and will affirmatively further housing. Applicants or other groups that allege that they have experienced discrimination in their search for housing or as a program participant will be given assistance in filing a complaint or grievance if they request. They are also informed that they may contact the Missouri Human Rights Commission or the HUD Fair Housing and Equal Opportunity Office. They will be informed of their rights verbally and by a letter and provided a Fair Housing Brochure.

The payment standard for vouchers administered by BCPHA shall equal 100% of the current FMR used for the Voucher Program. Except for Howard County shall equal 90% of the current FMR. If HUD reduces the FMR for Howard County to that of a non metropolitan area we will again return the FMR equal to 100% of the current FMR used for the Voucher Program. This is to enable the PHA to operate within the monies allotted and not forced to drop families from participation.

5. *Income Limits*

Eligibility is limited to:

- Very low income families
- Low-income families, previously assisted under the public housing, Section 23 or Section VIII programs
- Low-income families who are non-purchasing tenants of certain homeownership programs
- Low-income families displaced from certain 221 or 236 projects
- Low-income families that meet PHA-specified eligibility criteria

6. *Housing Quality Standards and Inspections*

HUD requires that all units occupied by families receiving Housing Choice Voucher assistance Meet HUD's Housing Quality Standards (HQS) and permits the PHA to establish additional requirements. The use of the term "HQS" in this plan refers to combinations of both HUD and PHA established requirements. A unit shall not be placed under a contract until after meeting the HQS inspections requirements and until the required Housing Assistance Payments Contract is signed and at least annually during the term of the contract.

After the AHR has received the Request of Tenancy Approval Form the AHR will inspect the house, apartment, mobile home within fifteen (15) days. If owner or tenant requests a delay, it will be noted either on or attached to the form.

General HUD Requirements

HUD's performance and acceptability standards for HCV-assisted housing are provided in the 24CFR982.401. These standards cover the following areas:

- i. Sanitary facilities
- ii. Food preparation and refuse disposal
- iii. Thermal Environment
- iv. Illumination and electricity
- v. Structure and materials
- vi. Interior Air Quality
- vii. Water Supply
- viii. Lead-based paint

- ix. Access
- x. Site and neighborhood
- xi. Sanitary conditions
- xii. Smoke Detectors

Tenant Preference Items

HUD requires the PHA to enforce minimum HQS but also requires that certain judgments about acceptability be left to the family. The PHA must ensure that the units contains the required Sanitary facilities, but the family decides whether the cosmetic condition of the facilities is acceptable.

Modification to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with disabilities to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit.

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform the design, construction, or alteration of facilities contained in the UFSA and the ADA Accessibility Guidelines.

Additional Local Requirements

All space heaters must be vented: have and approved gas; approved flexible gas connector (stainless steel or epoxy-coated brass) and all heaters must be tested by the American Gas Association with permanent plate attached.

No electric space heaters are allowed for permanent heating of unit.

Wood Stoves are not approved for any type of heat source in Mobile Homes.

Screens are required on at least one window per room regardless of whether the unit has air conditioning or not.

LIFE THREATENING CONDITIONS

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family (which ever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of the PHA notification.

The following are considered life-threatening conditions:

- i. Any conditions that jeopardizes the security of the unit
- ii. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- iii. Natural or LP gas or fuel oil leaks
- iv. Any electrical problem or condition that could result in shock or fire
- v. Absence of a working heating systems when the outside temperature is below 40 degrees Fahrenheit between November 1st and March 31st
- vi. Absence of a working air conditioning system when the outside temperature is above 80 degrees Fahrenheit (if unit is provided by the owner) between May 1st and September 30.
- vii. Utilities not in service, including no running hot water

- viii. Conditions (including conditions outside of the premise) that present the imminent possibility of injury
- ix. Obstacles that prevent safe entrance or exit from the unit
- x. Absence of a functioning toilet in the unit
- xi. Inoperable smoke detectors
- xii. Inoperable carbon monoxide detectors in units with natural gas or LP gas utilities or appliances

If an owner fails to correct life-threatening conditions as required by the PHA, the housing assistance payment will be abated and the HAP contract will be terminated.

If a family fails to correct a family caused life-threatening condition as required by the PHA, the PHA may terminate the family's assistance.

The owner will be required to repair an inoperable smoke detector/carbon monoxide detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means), In this case, the family will be required to repair the detector within 24 hours.

Owners will be notified in writing of and deficiencies. Any emergency will be corrected immediately. Any deficiencies that are a threat to life must be corrected with in 24 hours of notice or termination of the contract will result. Any other deficiencies must be corrected within thirty (30) days. If the deficiencies are not corrected, the Owner's HAP will be abated in accordance with HUD regulations. If the tenant causes the deficiencies a notice will inform the family that corrections must be completed within a specified time frame and if the corrections are not completed the family will be terminated.

Abatement of Housing Assistance Payments

If an owner fails to correct HQS deficiencies by the time specified by the PHA, HUD requires the PHA to abate housing assistance payments no later than the first day of the month following the specified correction period (including any approved extension). No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibilities.

BCPHA will make all HAP abatements effective as of the last day of month following the expiration of the PHA specified correction period (including and extension).

BCPHA will inspect abated units within 5 business days of the owner's notification that the work has been completed. Payment will resume effective on the day after the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use abatement as cause for eviction.

Quality Control Inspections

HUD requires that a sample of units be inspected by a supervisor or other qualified individual to ensure that HQS are being enforce correctly and uniformly by all inspectors.

BCPHA will select five percent of all inspections bi annually to be checked by the Section 8 Coordinator or other qualified individual for quality control purposes. Owners will be notified in writing of and deficiencies. Any emergency will be corrected immediately. Any deficiencies that

are a threat to life must be corrected with in 24 hours of notice or termination of the contract will result. Any other deficiencies must be corrected within thirty (30) days. If the deficiencies are not corrected, the unit will be removed from the program.

Any AHR that knowingly leases families in substandard units shall be subject to disciplinary action, including dismissal.

7. *Lease approval and Housing Assistance Payments Contract Execution.*

Personal contact will be made to brief individual/owners/agents about the program. The Briefing will include but not be limited to local, state and federal leasing and eviction laws; housing assistance payments and the tenant's portion of rent, housing quality standards; provisions of the housing assistance payments contract; owner rights and responsibilities.

Contract rent approved on a given unit will be determined by a rent reasonableness comparison with market rents for comparable units in the area. The contract rent shall be certified by the AHR on the request for lease approval form. All leases must be approved by the agency before contract with owner is signed.

The PHA reserves the right to reject any lease if any of its provisions conflict with state or local law. Such unlawful provisions would include the following:

- i. Power of distraint of Family's personal property to satisfy obligation under the lease.
- ii. Landlord's right to reenter and take possession of the premises without court order.
- iii. Landlord's unlimited right of access to premises.

Initial lease term is for one (1) year. However, approval of lease terms for less than a year may be approved if it will improve housing opportunities for the family.

8. *Payment to Owner*

Housing assistance payments will be made according to the approved Housing Assistance Payments (HAP) contract for each family on the first working day of each month.

All payments are made by CMCA computer generated check. All (HAP) contracts and leases are effective either the first or the fifteenth day of the month. A time schedule is set each month by the Section 8 Coordinator allowing sufficient time for information to be entered and checks printed. A trial run is verified for accuracy of payments before checks are printed. The Section 8 Coordinator and Finance Manager monitor the timeliness of printing and mailing of HAP checks.

HAP payments may be pro-rated from the first and 15th of a month. If a unit passes inspection between the 1st and 14th of a month, the lease may begin on the 15th. Anything that passes after the 15th of a month will start at the first of the following month.

If it is the PHA's fault for late HAP payment, rate of late payment will be calculated at current savings interest rate, computed annually. Late payments will not be made if documents are signed late. (i.e. after the 20th of the month prior to the annual date) or if owner is slow in completing required repairs, or if caused by factors beyond the control of the PHA.

If tenant income should change after the contract is signed, but before the first HAP payment is issued, the change of the TTP will not occur until after the first housing assistance payment, i.e. the second month of the contract.

If the family has a change of income, or composition it must report that change within 10 working days to the PHA. In keeping with the mission of CMCA of empowering individuals and families to achieve self-reliance, BCPHA will only complete an interim re-certification if it results in a decrease of the Total Tenant Payment. The decrease in family payment will take effect the first payment period after the family verifies the amount of decrease in income.

In the case of income changes not verified until after the 24th of the month, a change in family income will not be reflected until the first of the following month (i.e. the family reports loss of income on May 29th, the change in the HAP will not be effective until July 1st).

Any landlord shall be presumed to be disqualified from program participation if any one of these criteria are discovered:

- i. A majority of his/her units fail HQS in a significant manner over a six-month period of time.
- ii. Landlord engages in any unlawful activity with respect to the unit (e.g. requiring side payments, illegal request for deposit, etc.).
- iii. A final determination by a State or Federal agency that the landlord has engaged discriminatory practices.
- iv. HUD notifies the PHA that the landlord is debarred from participation in federal contracts.
- v. If owner is convicted of criminal drug offense or does not evict tenant for drug convictions.
- vi. If owner is required to be a life time register of the sexual offenders list.

9. *Information and Assistance for Participating Families*

CMCA county personnel and AHRs will provide social service resource information about the agency's programs and referral assistance for programs available from other agencies to all participants. The availability of this service is made know to each family before or at the time they enter the program. Participating families will be considered for enrollment in other CMCA sponsored programs and activities.

Section 8 program staff will provide assistance with housing-related problems. Such problems will included, but are not limited to, owner/tenant disputes, seeking more suitable housing, meeting the obligations of being a tenant, and conducting special reviews of the family circumstances as those circumstances effect the family composition, income, the family's ability to meet monthly rental payments, and medical expenses of elderly, disable or handicapped tenants.

10. *Review of Family Circumstances, Rent, Utilities, and Housing Quality Standards Compliance (Annual and Interim Re-Examinations)*

Each participating household will be reviewed annually to ascertain continued program eligibility, the amount of the housing assistance payment, unit housing quality standards compliance (any deficiencies to be corrected) and suitability of the unit for the family's needs. All reviews are scheduled sixty (60) to ninety (90) days prior to the end of the lease year. Failure of the tenant to cooperate in a timely manner is grounds for terminating assistance. In order to calculate the family share of rent and the HAP amount correctly, changes in payment standards, subsidy standards or utility allowances may need to be reviewed to determine if any adjustments need to be made in the housing assistance payments.

The effective date of the Total Tenant Payment will be the first day of the following month of the annual reviews.

While it is not the policy of the program to constantly be in contact with tenants and/or owners/agents except as necessary to carry out required activities, tenant and owners will be told that assistance from the AHR's, Housing Administrative Coordinator and the Section 8 Coordinator is available, tenants in particular are encouraged to contact program staff when their circumstances change in such a manner as to jeopardize their continued participation in the program. Such changes include, but are not limited to, a decrease or increase in family income, loss of employment, seasonal work, change in family composition and/or size, lay-off or prolonged illness of the principal wage-earner. Such changes will initiate an interim review of family circumstances between annual reviews.

Interim reviews of family circumstances (income, rent, utilities and family composition) will be completed when the tenant notifies the AHR of a change for the household. The family must report the change within 10 working days to the PHA. In keeping with the mission of CMCA of empowering individuals and families to achieve self-reliance, BCPHA will only complete an interim re-certification if it results in a decrease of the Total Tenant Payment. The decrease in Total Tenant Payment will be effective the first day of the month following completion of the interim review.

If in review of family circumstances a family is eligible for a utility reimbursement BCPHA will send this reimbursement to the electric provider. The family must provide a current electric bill for verification of the account number and must sign a release allowing BCPHA to send the reimbursement directly to the electric provider.

A written notice will be sent to the owner and family of any changes in initial certification, recertification and interim paperwork that adjust the HAP contract. This notice will include the following information:

The amount and effective date of the new HAP payment

The amount and effective date of the new tenant rent to owner.

The amount and effective date of the new utility company reimbursement that is sent to your electric provider.

11. *Portability*

At the issuance of voucher and at annual re-certification for continued participation, all participants will be briefed on the portability aspect of rental assistance and provided an information sheet, a signed copy of which will be placed in each participant file. In order for vouchers to be portable, the participant must have been a resident of the PHA's jurisdiction for a full calendar year prior to the issue date of the voucher. The residency must be verified by two documents such as a lease, bank account statements, statements from other governmental agencies, etc.

Vouchers are only portable within the United States.

Proof of thirty (30) day written notice to the current landlord and the owner must state if you are currently in good standing with him. Once it has been determined that the tenant is in good standing a portable vouchers will be issued for 60 days.

12. *Termination and Tenant Moves*

Participants will be thoroughly briefed on their responsibility to give the owner/agent and agency proper notice of intent to move.

Participants wanting to move during the first year of their contract because it is in the best interest of the participant and the landlord/owner/agent to end the arrangement for various reasons must have a written letter of mutual agreement. This agreement must be signed by both parties and end on the last day of the month. The participant will be issued a searching voucher for a period not to

exceed sixty (60) days.

If a participant has a desire to move at their renewal date and to remain a program participant, and if the owner/agent agrees that the tenant owes no back rent or damages, assistance will be provided in finding another unit. However, the participant must give the agency and the owner/agent thirty(30) days notice in writing on or before the first day of the month (see written form that is provided to the participant to give thirty-day notice to owner and agency—see attachment B.) The participant will be issued a searching voucher for a period not to exceed sixty (60) days.

The new unit must meet housing quality standards, the owner must be willing to cooperate, and the tenant must remain eligible before a new lease and contract can be executed. If the tenant owes back rent and/or damages to the owner/agent or agency, the tenant will not be issued a new voucher until these amounts are paid.

When a participant becomes over income their HAP assistance is stopped. The participant then has a six (6) month window or until the ending date of their HAP contract (which ever comes first) in which they can be re-instated without having to re-apply, unless they have relocated.

Upon receipt by the participant of a letter of intent to evict, wherein the owner/agent sets out the grounds for eviction, the AHR will review the complaint with the participant if requested. If the owner/agent wishes to pursue eviction and the grounds under the lease are valid, and he/she has complied with the applicable notice requirements, no intervention by BCPHA/CMCA will be attempted. The participant will be referred to legal assistance if the grounds for eviction are found to be insufficient under the lease.

13. *Complains and Appeals*

Complaints and appeals to administrative decision will be submitted to the Economic Development Director and/or the Executive Director of CMCA.

Informal Reviews and Informal Hearings

Informal Review—Applicants

An applicant (a person who is not currently on the program) will receive a written notice of a decision denying assistance giving reasons for the decision. The applicant must contact in writing the Economic Development Director and /or the Executive Director of CMCA to request an informal review within ten (10) days of the date of the notice in which they wish to dispute. The informal review will be conducted by a person(s) designated by the Executive Director.

Informal Hearing—Participants

A participant (a person who is currently on the program) will receive a prompt written notice which will contain a brief statement of the reasons for the decision. The notice will state that, if the participant does not agree with the decision, he/she must contact in writing the Economic Development Director and/or the Executive Director of CMCA to request an informal hearing within ten (10) days of the date of the notice in which they wish to dispute. The informal hearing will be conducted by a three person panel designated by the Economic Development Director in consultation with the Section 8 Coordinator. The panel shall include at least one person not employed by the agency.

14. *Monitoring Program Performances*

Data will be collected, analyzed and monitored each month from program records and reports to assure achievement of goals.

The data collected will include, but not limited to:

- i. Number of New Lease-ups
- ii. Re-examinations
- iii. Vacancies by bedroom size,
- iv. Elderly, non-elderly, disabled or handicapped
- v. Female Head-of-Households
- vi. Male Head-of House-Holds
- vii. Minority by group
- viii. Low and very-low-income families
- ix. Total amounts of contract rents
- x. Family rents
- xi. Housing Assistance Payments
- xii. Quantity and amounts of Utility Reimbursement checks that are issued on behalf of families

The data will be collected for each county and by grand total. The data collected on vacancies by Bedroom size may indicate a need to focus temporarily on families that require a specific bedroom size other than that of the norm via the various outreach resources that are available.

In the event that monitoring and analysis reveal a lack of participating tenants in any of the above listed categories, agency staff will endeavor to seek eligible families via the outreach resources that are available.

CMCA will make application to HUD for additional housing assistance vouchers as the need arise and if vouchers are made available.

The Section 8 Housing Choice Voucher Program Coordinator will review the Administrative Plan On a bi-annual basis, using the procedures established in monthly staff meeting notes. If necessary, the Administrative plan will be updated to reflect procedural changes.

15. *Denial of Assistance and Sanctions*

Any family member who is charged or convicted for drug-related crimes or crimes involving serious violence will be terminated from assistance. The family will be unable to receive further assistance for a period of three years. If after that period of time has passed, the family reapplies, they will be required to show proof that some form of rehabilitation has taken place.

Any family that commits a serious lease violation or fails to fulfill family obligations required by the program's regulations will be terminated from assistance and sanctioned from receiving assistance for a period of three (3) years. A serious lease violation would be destroying a dwelling, non-payment of tenant's share of rent, persons not on lease living in household, and any violation involving fraud.

Any applicant or participant that has been sanctioned by any other PHA or Housing Authority will Be considered sanctioned by BCPHA until they resolve the matter with the original PHA.

Sanctions are not the preferred ending for any participant. A sanction is three (3) years in length. For more serious offenses the length of the sanction is determined by the offense and final determination by the Economic Development Director.

16. Discretionary Policy

In the event that a family breaks up, the right to the voucher will go to the custodial parent if children are present. If no children are present, the assistance will go to the remaining household member.

The family may not be absent from the unit for a period of more than one hundred eighty (180) consecutive calendar days in any circumstances for any reason. If the family is absent from the unit for more than twenty one (21) days, it must notify the Housing Agency as to the reason of absence so that the housing agency may determine if the Family is in residence.

All owners will be required to furnish a completed W-9 form for each contract that they have with the PHA. If needed, they may be required to provide proof of change in ownership.

The amount of the security deposit required by an owner may not exceed those set by the State of Missouri, which is a maximum of two months rent.

The utility allowance will be reviewed annually to determine if any increase should be made. No increase in utility allowance will be made unless overall utilities increase 15 % or more between annual evaluation.

Rent Reasonableness

A. Methodology in Administrative Plan

Boone County PHA shall certify for each unit for which it approves a lease that the contract rent for such unit is:

1. Reasonable in relation to rents currently being charged for comparable units in the private, unassisted market: taking into account the location, quality, size, type of unit, age of unit, amenities, housing services, maintenance, handicapped accessible and utility allowance for tenant-paid utilities and not in excess of rent currently being charged by the owner for comparable unassisted units.
2. Boone County PHA (BCPHA) shall determine that the rent to the owner is reasonable for each unit leased prior to the initial lease approval, before each annual recertification, before any requested increase of rent to the owner, if directed by HUD or if the FMR decreases by 5% or more.
3. Boone County PHA (BCPHA) shall maintain for three (3) years all certifications and relevant documentation for inspection by HUD.
4. When a unit is located in an apartment complex, BCPHA will obtain information from the owners so that it can be certified that the rents being charged to the tenants in Section 8 units are the same as rents being charged to tenants who are in unassisted units. If the owner/manager completes section 12a on the Request for Tenancy Approval (HUD form 52517) BCPHA may use this information to determine and document rent reasonableness for comparable unassisted units in the complex.
5. Documentation supporting the contract rent and the reasonableness as demonstrated by the rent comparability form will be contained in each tenant file. It is BCPHA's intent to have three (3) rent comparability forms in each tenant file.

B. System Based on United States Department of Housing and Urban Development Factors

The attached Rent Comparability Form (see attachment C) contains all of the HUD factors required to compare Section 8 assisted units to unassisted units. BCPHA will have a minimum of three (3) different comparability forms that

have been completed with in the last twelve (12) months in each tenant file for comparison.

C. Unassisted Units in Market as Comparables

BCPHA will have five (5) to ten (10) examples of unassisted units using the Rent Comparability Form for each county within the jurisdiction. If a comparable can not be located in that county we may use a comparable for a unit with in the same market area. An example of this would be four (4) bedroom or larger homes, or for mobile homes. The examples of unassisted units will be divided into the following categories:

1. One bedroom examples for apartments, mobile homes and houses.
2. Two bedroom examples for apartments, mobile homes and houses.
3. Three bedroom examples for apartments, mobile homes and houses.
4. Four bedroom examples for apartments, mobile homes and houses.

D. Documented at Appropriate Time

1. BCPHA staff, after receiving a Request for Tenancy Approval (RFTA) form, will compare the proposed rent on the RFTA to the examples of the Rent Comparability Forms on file for the appropriate county/market area and appropriate type of unit.
2. When at least three (3) comparables are identified, a copy of the Rent Comparability Forms will be attached to the RFTA form. The Assisted Housing Representative/Housing Inspector will, upon inspection of the unit, will notate which of the three (3) Rent Comparability Forms best compares with the proposed new unit and identify that the unassisted units are comparable and certify reasonableness on the proposed new unit by signing the Rent Reasonableness Certification form (see attachment D).
3. If the Assisted Housing Representative/Housing Inspector determines, upon inspection of the proposed new unit, that the proposed new unit is not comparable to any of the three (3) examples, the Assisted Housing Representative/Housing Inspector will survey the units near the location of the proposed new unit for a comparable unassisted unit and completed a Rent Comparability Form. If a comparable unassisted unit cannot be located within the proposed rent range requested, the Assisted Housing Representative/Housing Inspector will contact the Owner/Manager of the proposed unit to negotiate a reasonable rent based on comparables.
4. BCPHA staff, after inspecting the unit for HQS at the annual recertification, will compare the unit and purposed rent with Rent Comparability forms on file for the appropriate county/market area and appropriate type of unit.

5. When at least three (3) comparables are identified, the Assisted Housing Representative/Housing Inspector will notate which of the three (3) Rent Comparability Forms best compares with the unit and identify that the unassisted units are comparable and certify reasonableness on the unit by signing the Rent Reasonableness Certification form. If three comparables are not available the Assisted Housing Representative must state why three are not attached. A copy of the Rent Comparability forms will be attached to the certification form.

Maximum Payment Standard vs. Rent Reasonableness

The Payment Standard is the maximum contract rent allowed by HUD Regulation. The annually published Payment Standard is a rent amount with the Owner furnishing all the utilities (electric, gas, water, sewage and trash) along with a cook stove and a refrigerator. Payment Standards are determined by HUD and vary according to state, city, county and bedroom size (voucher size).

Do we approve the maximum Payment Standard on all units? NO. Why? Because the Payment Standard by bedroom size is the same dollar amount for single family homes, apartments and mobile homes for any given area.

Example: Say the Payment Standard on a 3 bedroom voucher in a particular county with the tenant paying all utilities is \$ 625.00. Suppose the tenant chooses a 3-bedroom mobile home or a 3 bedroom apartment that has been renting with or without assistance for \$550.00 per month. Just because the Payment Standard is \$625.00, it's not reasonable to expect the PHA to approve \$625.00 per month in this case. It is the owner's responsibility to certify the most recent rent charged for the proposed unit on the Request for Tenancy Approval Form.

If the proposed rent differs from the most recent rent charged by the owner, the owner is asked for an explanation of why the rent is different.

BCPHA has the responsibility to determine the Rent Reasonableness of the units that are on its program.

Rent Reasonableness is determined by various methods, such as:

- ❖ How much did the unit rent for previously? What improvements, circumstances or changes occurred prior to a proposed rent increase?
- ❖ What are the rents that are currently being charged for comparable unassisted units in the area, by the owner or other owners?

BCPHA has done a Rent Reasonableness survey to determine the rent being paid for comparable unassisted units in all areas of the BCPHA jurisdiction.

- ❖ Why do the Payment Standard and Rent Reasonableness seem to conflict one another at times?

- ❖ Answer: The fair cost or fair price of any given product or service is mostly determined by the consumer. Deciding how much of their money they are willing to pay. The markets in most cases adjust the cost of that product or service to meet the consumer's price range they are willing to pay. One of the challenges that BCPHA faces, in allocation of HUD monies, is a large portion of our rental assistance clients do not have the obligation to decide whether the rent on a given rental property is Rent Reasonable. The client's share of the rent is calculated based on income and other calculations, and NOT on the contract rent.

- ❖ The fairest procedure to assure that the PHA does not approve unrealistic or unreasonable high contract rent is to compare the landlord requested rents to comparable rental units occupied by unassisted tenants.

Suggestions on How to Gather Rent Comparability Data

- ❖ Conduct telephone surveys and/or site visits after telephoning obtained data.
- ❖ Colleges often have rental information available to perspective students which may be available for you to obtain.
- ❖ Market rental information may be obtained from the city, area real estate agents or banking institutions.
- ❖ Rental information may be shared by Housing Agencies in smaller areas when they are located in similar market areas.
- ❖ Rental information may be obtained from classified advertisements, but follow up with at least a drive by inspection of the property.
- ❖ Other cities in your area with similar rental markets may be a source of comparable rental information.
- ❖ When a contract terminates and the unit is taken out of the Section 8 HCV program, the data from that unit can be used for other rent reasonableness determinations.
- ❖ Many supermarkets/grocery stores have free publications available with rental information on units in surrounding areas.
- ❖ Some of the appraisal data services have rental information sections to which a Housing Agency may also subscribe to.

HOUSING CHOICE VOUCHER PROGRAM
RIGHTS AND RESPONSIBILITIES UNDER THE VIOLENCE AGAINST
WOMAN ACT OF 2005

**PROHIBITION AGAINST TERMINATION TENANCY OF VICTIMS OF
DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING (PUBLIC
LAW 109-162 AND 109-271)**

The purpose of the Violence against Women Reauthorization Act of 2005 (VAWA), provides that “criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be caused for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant’s family is the victim or threatened victim of that abuse.” VAWA further provides that incidents of actual or threatened domestic violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause of termination the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the Boone County PHA’s (BCPHA) authority to terminate the tenancy of any tenant if the PHA can demonstrate an actual and imminent threat to other tenants, applicants, while maintaining a safe environment for BCPHA, Central Missouri Community Action employees, and others.

Victim Documentation

PHA Policy

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest or other person under the tenant’s control and a tenant or immediate family member of the tenant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, BCPHA will require the individual to submit documentation affirming that claim.

Documentation must include two elements:

1. A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking.

One of the following:

A police or court record documenting the actual or threatened abuse.

A statement signed by an employee, agent, or volunteer of a victim service

provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification, HUD form 50066, Certification of Domestic Violence, Dating Violence or Stalking, (attachments E) and supporting documentation must be submitted to BCPHA within 14 business days after the individual claiming victim status receives a request for such certification. BCPHA, owner manager will be aware that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk. BCPHA will require the tenant come into the office to pick up the certification form and will work with the tenant to make arrangements that do not place the tenant at risk. This 14-day deadline may be extended at the BCPHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, BCPHA may proceed with assistance termination.

BCPHA also reserves the right to waive victim verification requirements and accept only a self-certification from the victim if BCPHA deems the victim's life to be in imminent danger.

Once a victim has completed certification requirements, BCPHA will continue to assist the victim and may use bifurcation as a tool to remove a perpetrator from assistance. Owners will be notified of their legal obligation to continue housing the victim, while using lease bifurcation as a tool to remove a perpetrator from a unit. BCPHA will make efforts to work with victims of domestic violence before terminating the victim's assistance.

In extreme circumstances when BCPHA can demonstrate an actual and imminent threat to other participants or employees of BCPHA/Central Missouri Community Action if the participant's (including the victim's) tenancy is not terminated, BCPHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Termination or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide protection for perpetrators. In fact, VAWA give the PHA the explicit authority to bifurcate a lease, or to remove a household member from 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 criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if BCPHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination or termination of assistance [Pub. L. 109-271].

PHA Policy

When the actions of a tenant or other family member results in a determination by BCPHA to terminate the family's lease and another family member claims that the actions involve criminal acts of physical violence against family members or others, BCPHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time or any approved extension period, BCPHA will bifurcate the lease and evict or terminate the occupancy rights of the perpetrator. If the victim does not provide the certification and supporting documentation, as required, BCPHA will proceed with termination of the family's lease.

If BCPHA can demonstrate an actual and imminent threat to other tenants or those employed by BCPHA/Central Missouri Community Action if the tenant's tenancy is not terminated, BCPHA will bypass the standard process and proceed with the immediate termination of the family.

PHA Confidentiality Requirements

All information provided to BCPHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may either neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

I understand my rights and obligations under the Violence Against Women Reauthorization Act of 2005.

Resident (Head of Household)

Date

Resident (Other Adult)

Date

Housing Authority Representative

Date

Central Missouri Community Action
Boone County Public Housing Agency

Sexual Offenders

Housing and Urban Development has a strict policy on Denial and Termination of Assistance under 24CFR982.553 subpart L-(b) (2) prohibiting admission of other criminals (i) Mandatory prohibition. The PHA must establish standards that prohibit admission to the program if any member of the household is subject to the life time registration requirement under the State sex offender registration program. In this screening of applicants, the PHA must perform criminal history background checks necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in the state where the housing is located and in other states where the household members are know to have resided.

The Supreme Court of Missouri repealed part of “Megan’s Law” 589.425.

The conclusion of this repeal states as follows:

Missouri’s constitutional bar on laws retrospective in their operation compels this Court to invalidate Megan’s Laws” registration requirements as to, and only as to, those persons who were convicted or pled guilty prior to the law’s January 1, 1995, effective date. This ruling applies only to the registration requirements. All other provisions of Megan’s Law remain in effect as to these and all other persons subject to it. Further, the law is fully in effect as to all persons whose please or judgments of conviction were entered on or after its effective date of January 1, 1995, more than 11 years ago, or who committed additional crimes subject to Meagan’s Law thereafter, and is fully effective as to sexually violent predators (SVPs).

As this currently stands Central Missouri Community Action/Boone County PHA will require from the applicant or household member to provide proof from the State of Missouri that they are no longer require to register on the sexual offenders registry.

Attachment A

GUIDELINES TO DETERMINE BEDROOM SIZE

1 BEDROOM

Single Individual,
Single Person with One Child under age 4
Couple with No Children

2 BEDROOM

Handicapped or Elderly Individual who requires a live in caretaker
Single parent with One Child age 4 or older regardless of sex
Single parent with Two Children
Single parent with Three Children one under age 4
Couple with One Child
Couple with Two Children same sex

**AGE AND SEX OF CHILDREN WILL DETERMINE DIFFERENCE
BETWEEN A 3 OR 4 BEDROOM**

3 BEDROOM

Single parent with Three Children all above age 4
Single parent with Two Children over age 4 opposite sex
Couple with Two Children opposite sex
Couple with Three Children
Couple with Four Children two boys/two girls

4 BEDROOM-- FOLLOW THESE RULES

NO more than two persons to a bedroom
Same Sex, age makes no difference

Attachment B

Central Missouri Community Action

Central 573/443-8706
Callaway 573-462-3316
Cole 573-635-4480
Cooper 660/882-5601
Howard 660/248-3503
Moniteau 573/796-3238
Osage 573/897-3523

..

Notify landlord and PHA in writing that you intend to move out. We have enclosed the new **request/notice to move** for you to use. You will need to make 2 copies of this notice before you send it to your landlord. You will keep 1 copy for your records and will give us the other copy to place in your Section 8 file. **We need an exact copy of what you send to your landlord as they will be required to sign and return a copy of this form to CMCA/BCPHA before we will be able to issue a voucher to relocate.** With this change it is suggested that you begin this process at least 45 days before you intend to move. Move out date is the last day of the month in which you wish to move.

For example, if you wish to move by May 31 the request/notice to move to the landlord must be dated no later than May 1. But it is suggest that the landlord **request/notice to move** be sent to the landlord by April 15. This gives your landlord time to sign and return a copy of the **request/notice to move** to the **Assisted Housing Representative** at the Family Resource Office.

By making sure the owner receives this request by the 15 of the month will give the landlord time to sign and return the form to **CMCA/BCPHA** and not delay the Assisted Housing Representatives in issuing you the voucher to move.

Your request /notice to move must be sent by **Certified Mail, Return Receipt Requested**. A copy of the white receipt that you receive when you mail the notice is required to begin the process of transferring your Section 8 Rental Assistance. A copy of or the actual green receipt that you will receive when your landlord picks up the notice is required for your file. We will need a copy of the front and back of this receipt.

The enclosed notice **must** be sent on or before the 1st day of the month in which you intend to vacate the premises in order for this to be considered **Proper Notice**.

If you have any questions about this or any other Section 8 procedures please feel free to contact your Assisted Housing Representative at the telephone number noted above.

Attachment B page 2
REQUEST /NOTICE TO MOVE TO LANDLORD AND CMCA/BCPHA

Dear Landlord and Section 8 Department:

I am submitting this notice to inform you that I plan to vacate the premises located at:

Address: _____

City: _____

State/Zip Code: _____

My vacate date is expected to be: _____

My forwarding address for the return of my security deposit or an itemized list of damages is:

Address: _____

City: _____

State/Zip Code: _____

Tenant Name Printed Here

Tenant Signature

Today's Date

Current Phone Number

Note: This notice must be received by both the landlord and CMCA/BCPHA at least thirty (30) days before the date of move/out, (unless your current lease requires additional notice time).

Dear Landlord/ Owner/Manager,

A copy of this request/notice to move must be returned to CMCA/ BCPHA before your tenant will be given a voucher to relocate.

By signing below I acknowledge that I have received a copy the request/notice to move from (Tenant)_____.

This tenant **currently** does not owe any outstanding debts for unpaid rent and damages and has not be issued any notices of eviction.

Landlord Signature Date

Phone Number

Note: If any unpaid amounts are owed after the tenant has vacated please forward both tenant and CMCA/BCPHA an itemized list and verification if you plan to take legal action.

Attachment C

RENT COMPARABILITIES COUNTY _____

TYPE OF UNIT DATE (M/Y) _____

Single Family Semi-Detached/Row House Manufactured Home Garden/Walk up Elevator/High Rise

Number of Bedrooms _____ Year Unit Built _____

Square Footage _____ Handicapped Accessible YES NO

ADDRESS _____ Proposed Rent \$ _____

CITY _____ STATE ___ MO ___ ZIP CODE _____

OWNER/MANAGER _____ PHONE _____

Amenities:	Number of Bathrooms	_____	Carpet	_____
	Range (landlord)	_____	Mini Blinds/shades	_____
	Microwave	_____	Washer/dryer hook ups	_____
	Refrigerator (landlord)	_____	Coin-Op Laundry	_____
	Dishwasher (landlord)	_____	Siding	_____
	Garbage disposal	_____	Basement	_____
	Central Air	_____	Private Deck/Patio	_____
	Window AC	_____	Large Yard	_____
Facilities:	Playground/Pool	_____	Parking	_____
	Storage	_____	Garage	_____
	Other	_____	Carport	_____

Location: Residential Mixed Commercial/Residential Rural
 Accessibility of Service: Hospital Public Transportation Schools Stores

Management Service: On-Site Phone _____
 Maintenance Service: Yes NO On-Site Phone _____

Provided by/Paid by						Utility Allowance
Owner	Tenant	Heat	Natural Gas	Propane	Electric /Oil	
Owner	Tenant	Cooking	Natural Gas	Propane	Electric/Oil	
Owner	Tenant	Hot Water	Natural Gas	Propane	Electric/Oil	
Owner	Tenant	Other Electric				
Owner	Tenant	Water				
Owner	Tenant	Sewer				
Owner	Tenant	Trash				
Owner	Tenant	Air Conditioning				
Owner	Tenant	Refrigerator				
Owner	Tenant	Range/Microwave				
					TOTAL	

Payment Standard for Unit _____

Title: _____

Attachment E
Certification of Domestic Violence, Dating Violence, or Stalking
HUD-50066
To be inserted