Moving to Work (MTW) Administrative Plan

Effective January 1, 2026~~5~~

Adopted by Board of Commissioners on December 18, 2025

Keene Housing

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Chapter 1. General Provisions

A. Mission Statement

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides the basis for strategy development, identification of critical success factors, resource allocation decisions, as well as ensuring client and stakeholder satisfaction.

The mission of Keene Housing is, directly or in collaboration with others, to provide and/or advocate for decent, safe and affordable housing for individuals, households, elderly and disabled persons of low and moderate income within the Monadnock Region; and to provide and/or advocate for all services and programs that will assist in improving the social and economic welfare of such individuals and households.

B. Purpose of the Administration Plan

The purpose of this Administrative Plan is to provide current and prospective participants and the greater Keene community with a comprehensive guide to the policies governing KH's federally subsidized voucher programs and those supported or made possible by KH's participation in the Department of Housing and Urban Development's (HUD) Moving to Work Deregulation Demonstration (MTW). The Administrative Plan is designed to serve as both a referential policy document and a guidebook for individuals looking for specific information about KH's federal subsidy programs as follows:

a. MTW Housing Choice Voucher (HCV)
b. MTW Project-Based Voucher (PBV)
c. Non-Elderly Disabled Voucher (NED)
d. Mainstream Voucher (MS)
e. Foster Youth to Independence Vouchers (FYI)
f. Homeownership Voucher (HO)
g. Pathway Home (PATH)
h. Homes for School (H4S)
i. Transitional Housing Assistance Subsidy Program (THASP)

The Executive Director is authorized by the Board of Commissioners to modify and implement procedures as needed to meet the requirements of this policy.

The Administrative Plan includes a section of definitions of terms used throughout the document. This administrative plan references but does not describe specific procedures.

C. Fair Housing and Non-Discrimination

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1. Civil rights laws guarantee the right of applicants and participant households to equal treatment by the Housing Authority in program operation. It is the policy of KH to comply with all federal Civil Rights laws and applicable state laws in effect and subsequently enacted, including, but not limited to:

   a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, or national origin;

   b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on sex, disability and familial status, and spells out forms of prohibited discrimination;

   c. Age Discrimination Act of 1975, which prohibits discrimination based on age in federally assisted programs;

   d. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not units); and

   e. All applicable State laws.

2. KH does not discriminate based on race, color, age, national origin, religion, sex, military status, sexual orientation, marital status, familial status, disability, gender identity, or source of income in the leasing, rental, occupancy, use, or other disposition of housing or related facilities,

3. KH does not deny admission to otherwise qualified applicants because of their membership in some groups to which negative behavior may be attributed. Instead, KH treats each applicant as an individual based on his or her attributes and behavior.

4. KH will not permit undermining of these policies for purposes of completing personal or political favors.

5. KH offers vouchers only in the order prescribed by this policy, since any other method violates the policy, federal law, and the rights of the other households on the waiting list.

6. KH will conduct affirmative marketing as needed to ensure that the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population area.

D. Assistance to Households Claiming Discrimination

KH will provide households with information on completing and filing HUD or other housing discrimination complaint forms at the time of the initial briefing and when a household claims that there has been illegal discrimination because of race, color, age, national origin, religion, sex, military status, actual or perceived sexual orientation, marital status, familial status, disability, actual or perceived gender identity, or source of income that prevents the household from

finding or leasing a suitable unit with assistance under the HCV Program. KH will also direct households to the NH Commission for Human Rights for the purpose of completing and filing discrimination complaints.

E. Privacy

KH has designed its practices and procedures to safeguard the privacy of applicants and program participants. Information obtained directly from applicants and participants, or from those persons authorized by the applicant or participant, will be used or disclosed only for purposes relating directly to the administration of the voucher programs covered by this plan, or for research related to program policy in accordance with *KH's Information Privacy and Security Standards*.

All applicants and participants are required to complete and sign the HUD *Authorization for Release of Information*, which incorporates the Federal Privacy Act Statement and delineates the terms and conditions for release of household information by HUD and/or KH.

KH's policy regarding release of information is in accordance with state and local laws which may restrict the release of household information. Even simple information requested by members of the community – such as whether a unit is subsidized – is private and confidential and cannot be disclosed by KH. This applies even in cases where it would be to KH's advantage to make the disclosure.

However, this section does not restrict KH from disclosing to a prospective owner/property manager information that has been gathered regarding tenancy history through the administration of the program. KH has incorporated the HUD regulation at 24 C.F.R. 982. KH will follow state law requiring disclosure and a signed release by any tenant or applicant prior to release of any private data. "Tenancy history" includes:

1. Notices to quit,
2. Summary process summons and complaints,
3. Termination notice,
4. History of criminal activity.
5. Other similar documents, not including inspection reports.

F. Outreach

KH should conduct outreach as necessary to ensure that KH has enough applicants on the waiting list to fill anticipated vacancies and to assure that KH is affirmatively furthering fair housing and complying with the Fair Housing Act.

Because HUD requires KH to serve a specified percentage of extremely low-income households, KH may need to conduct special outreach to ensure that an adequate number of such households apply for HCVs.

1. KH outreach efforts must comply with fair housing requirements. This includes:
    a. Analyzing the housing market area and the populations currently being served to identify under-served populations

b. Ensuring that outreach efforts are targeted at media outlets that reach eligible populations that are underrepresented in the program

c. Avoiding outreach efforts that prefer or exclude people who are members of a protected class

2. KH designs its outreach efforts to inform qualified households about the availability of units under the program. These efforts may include, as needed, any of the following activities:

a. Submitting press releases to local newspapers, including minority newspapers

b. Developing informational materials and fliers to distribute to other agencies

c. Providing application forms to other public and private agencies that serve the low-income population

d. Developing partnerships with other organizations that serve similar populations, including agencies that provide services for people with disabilities.

KH monitors the characteristics of its assisted population and the characteristics of the population in KH's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being under- served.

G. Availability of Vouchers

It is the responsibility of the Director of Voucher Programs or her/his designee, with the assistance of the Fiscal Department, to determine when there are sufficient funds available to issue new vouchers. KH will not screen applicant households for participation in the voucher program until it is determined that there are sufficient funds available to issue additional vouchers.

When it is determined that there are funds available to issue additional vouchers, it will be the responsibility of the Director of Voucher Programs or her/his designee, to determine how many households and what types of vouchers can be supported through utilization of the available funds.

1. KH contacts applicant households based on their position on the wait list.

2. When issuing HCVs, no applicant household may be passed over because of unit-size designation. For instance, if the next applicant household on the list is eligible for a three-bedroom voucher but there is only sufficient funding for a one-bedroom voucher, no voucher will be issued.

H. Program Accounts and Records

KH will maintain complete and accurate accounts and other records for the program in accordance with KH, State, and HUD requirements in a manner that permits quick and effective audit. Records will be in the form required by KH policy, the State, and
HUD, including requirements governing computerized or electronic forms of record keeping. Where State and HUD requirements differ, KH will maintain the more stringent requirement. Please see KH's *Record Retention Policy and Disposition* for a more complete overview.

Chapter 2. Definitions

$0 HAP Threshold: The point at which the lesser of a household's gross rent or eligible voucher payment standard meets or exceeds 30% of a household's gross income.

Abatement: The decision by Keene Housing to hold back the portion of rent subsidy normally paid to the landlord in order to get the landlord to comply with their obligations.

Absorption: In portability, the point at which a receiving Public Housing Authority (PHA) stops billing the initial PHA for assistance on behalf of a portability household.

Accessible: The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

Accessible Unit: A unit (means of entry route) that meet the standards set forth for accessible units in the Uniform Federal Accessibility Standards and may be entered and used by a disabled person who requires the features of the accessible unit.

Adjusted Income: Annual income of the members of the household residing or intending to reside in the dwelling unit, less the following deductions, where applicable: $480 for each dependent, $400 for any elderly household or disabled household, childcare, disability assistance, ~~and~~ medical expenses, and Broadband (internet) deduction.~~.~~

Administrative Plan: The PHA must adopt a written administrative plan that establishes local policies for administration of the program in accordance with HUD requirements. The administrative plan and any revisions of the plan must be formally adopted by the PHA Board of Commissioners or other authorized PHA officials. The administrative plan states PHA policy on matters for which the PHA has discretion to establish local policies.

Admission: The point when the household becomes a participant in the program. The date used for this purpose is the effective date of the first HAP payment for a household (first day of initial lease term) in a tenant-based program.

Area Media Income (AMI): Each year, the federal government calculates the median income for communities across the country to use as guidelines for federal housing programs. Area median incomes (AMI) are therefore set according to family size and vary region by region. Income categories used in federal programs, such as CDBG, are calculated based on the AMI: Moderate Income (81-120% AMI), Low Income (51 to 80% AMI), Very Low Income (50 to 30% AMI), and Extremely Low Income (below 30% AMI).

Annual Contributions Contract (ACC): Annual contributions contract (ACC) is a written contract between HUD and a PHA. Under the ACC, HUD agrees to make payments to the PHA, over a specified term, for housing assistance payments to owners and for the PHA administrative fee. The ACC specifies the maximum payment over the ACC term. The PHA agrees to administer the program in accordance with HUD regulations and requirements.

Annual Income: All amounts, monetary or not, that go to or are on behalf of the household head or spouse (even if temporarily absent) or to any other household member, or all anticipated income to be received from a source outside the household during the twelve (12) month period following admission or reexamination effective date.

Annual Plan: Provides details about PHA participants, programs & services and strategy for addressing operational concerns, resident needs, programs, and services for the upcoming year.

Applicant (applicant household): A household that has applied for admission to a program but is not yet a participant in the program.

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Area of Operation (AOO): Generally, the geographic area within Cheshire County, New Hampshire. KH has jurisdiction to operate state-wide. Where it will further KH's policy or program objectives, it may elect to operate anywhere within New Hampshire.

Assets: Such as, but not limited to, cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets.

Budget Authority: An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

Childcare expenses: Amounts anticipated to be paid by the household for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a household member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted will reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted will not exceed the amount of employment income that is included in annual income.

Co-head: An individual in the household who is equally responsible for the lease with the head of household. A household may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Cost of Living Adjustment (COLA): An adjustment in federal benefits (income) determined by the Social Security Administration annually to reflect the increase, if any, in the cost of living.

COLA Recertification: The process of determining a fixed-income household's continuing eligibility and the housing assistance payment to be made on household's behalf until the next recertification by applying the COLA to the household's previously reported income.

Continuously Assisted: An applicant is continuously assisted under the 1937 Act if the household is already receiving assistance under any 1937 Housing Act program when the household is admitted to the voucher program.

Contract Rent: The total amount of rent for a unit whether or not it is subsidized.

Dependent: A member of the household (except foster children and foster adults) other than the household head or spouse, who is under 18 years of age, is a person with a disability, or is a full-time student.

Dependent Allowance: Household receives an annual allowance of $480 for each household member who is under 18 years of age or a person with disabilities, or a full-time student, if applicable.

Disability: See Person with a Disability.

Disabled Household/Family: A household whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Displaced Household: A household which is displaced by government action (including action by KH), or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster laws.

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Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, use, or possession of a controlled substance with intent to sell, distribute, or use the drug.

Elderly Household/Family: A household whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Household Allowance: An elderly or disabled household receives an annual $400 household allowance. Each household receives only one allowance; even if both the head and the spouse are elderly.

Elderly Person: An individual who is at least 62 years of age.

Eligibility Determination: The process by which KH determines whether a household meets the criteria for program participation.

Emancipated Minor: A person under eighteen (18) years of age who does not live or intend to live with his or her parents.

Enterprise Income Verification System (EIV): EIV obtains monthly Social Security (SS) and Supplemental Security Income (SSI) benefits data from the Social Security Administration (SSA) and monthly employer new hires (W-4), quarterly wage for federal and non-federal employees, and quarterly unemployment data from the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH). EIV system was created as a proprietary agreement between HUD and the Social Security Administration. The EIV system verifications are only for use for certifications that tie directly to HUD subsidized properties. Use of this information by any other program is strictly prohibited.

Ethnicity: A group of people sharing the same culture, history, language, etc. unconnected to their geographic origin.

Exception Payment Standard:). KH may establish a payment standard that exceeds 120 percent of the published Fair Market Rent (FMR).

Extremely Low-Income Household: A household whose annual income does not exceed the greater of the Federal Poverty Level or 30% of the area median income as determined by HUD, with adjustments for smaller and larger households.

Fair Housing Act: Prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18, and handicap (disability).

Fair Market Rent (FMR): The rent, including the cost of essential utilities as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

Family: Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

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1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or

2. A group of persons residing together, and such group includes, but is not limited to:

    a. A family with or without children

        i. A child who is temporarily away from the home because of placement in foster care is considered a member of the family;

    b. An elderly family;

    c. A near-elderly family;

    d. A disabled family;

    e. A displaced family; and

    f. The remaining member of a tenant family.

Flat Rate Assistance: A set amount of subsidy KH pays to households with a homeownership voucher and income exceeding KH's or HUD's established AMI threshold.

Foster Youth to Independence (FYI): a targeted program which provides eligible youth, eighteen (18) to twenty- four (24) years old, who have left foster care or will be leaving foster care within ninety (90) days and is homeless or at risk of becoming homeless with Tenant Protection Vouchers.

Fraud: An act in which an individual deliberately makes false statements regarding their income or household size, or alters official documents, for the purpose of receiving assistance for which they are not otherwise eligible.

Foster adult: A member of the household (usually a person with a disability, unrelated to the tenant family, who is unable to live alone) who is 18 years of age or older and for whom the household provides necessary shelter, care, and protection.

Foster child: A member of the household who is under 18 years of age or a member who is a full-time student, 18 years or older, and who is under the parental control and responsibility of someone other than his or her biological or adopted parents.

Foundational Proficiencies: The five core areas of the THRIVE program:
Household Stability, Wellness and Healthy Relationships, Education and Training, Financial Management, and Employment Stability – that KH has determined are necessary for a participant to reach economic self-sufficiency.

Full-time Student: A member of the household, other than the Head, Spouse or Co- head, or foster child or adult, 18 years of age or older who carries a subject load considered full-time for students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as a degree-granting institution.

Gross Annual Income: The total income, before taxes and other deductions, received by all members of the resident's household. Included in this total are income from all wages, Social Security payments, retirement benefits, military and veteran's disability payments, and such

other income terms as HUD considers appropriate.

Gross Rent: Gross rent is the sum of the rent paid to the owner/property manager plus any utility costs incurred by the tenant. If the owner/property manager pays for all utilities, then gross rent equals the rent paid to the owner/property manager.

Housing Assistance Payments (HAP) Contract: A written contract between KH and an owner/ property manager for the purpose of providing housing assistance payments to the owner/ property manager on behalf of an eligible household. The HAP contract applies to the Project-Based Voucher (PBV) Programs only.

Head of Household: The adult member of the household who is responsible for the lease or tenancy obligations as well as ensuring that the household fulfills all the household's responsibilities under the program.

Household: All persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

Household Break Up: The process by which a PHA determines which members of an assisted household continue to receive assistance in the program when the head and co-head of a household no longer live together.

Household Unit Size: The appropriate number of bedrooms for a household, as determined by the PHA under the PHA occupancy standards.

Housing Assistance Payment (HAP): The amount of monthly subsidy KH provides to ensure that the full contract rent is paid to owner/landlord.

Housing Choice Voucher (HCV) Program: A Federal housing program that provides housing assistance to low-income renters and homeowners. Unlike public housing, the HCV program allows low-income households to rent units in the private market.

Housing Quality Standards: Basic housing quality standards (HQS) which all units must meet before assistance can be paid on behalf of a household and throughout the term of the assisted tenancy. HQS define "standard housing" and establishes the minimum criteria for the health and safety of units.

Illicit drug: Heroin, Opium, Cocaine, Methamphetamine, LSD, PCP, Psilocybin, Ketamine, MDMA, Rohypnol and other drugs that if used or sold would result in felony drug charges.

Income Determination: A process of determining and calculating a household's annual income to determine program eligibility and the household's share of the rent. (Chapter 8)

Income Targeting: At least 75% of households admitted to HCV program during the fiscal year must be extremely low income (less than 30% of area median income).

Income-Based (IB) Subsidy: the process of determining the amount of a household's assistance by calculating the tenant share based upon 30% of the households annual adjusted income.

Initial PHA: In portability, the term refers to both a PHA that originally selected a household that later decides to move out of the jurisdiction of the selecting PHA and a PHA that absorbs a household that later decides to move out of the jurisdiction of the absorbing PHA.

Jurisdiction: The area in which a PHA has authority under state and local law to administer the voucher program. However, a PHA may choose to administer its programs within a smaller area

of operation.

Lease Term: The amount of time a tenant agrees in writing to live in a dwelling unit.

Limited English Proficiency: Persons who are unable to communicate effectively in English because their primary language is not English, and they have not developed fluency in the English language. KH's policies helping those with limited English proficiency can be found in our Language Access Plan.

Live-in aide: A person who resides with one or more elderly persons or persons with disabilities, and who is determined to be essential to the care and well-being of the persons; is not obligated for the support of the persons; and would not be living in the unit except to provide the necessary supportive services.

Low Income Household: A household whose income does not exceed 80% of the Area Median Income (AMI) as determined by HUD with adjustments for smaller or larger households.

Mainstream Voucher Program (MS): The Mainstream Voucher Program provides Tenant-Based housing assistance to very low-income non-elderly persons with disabilities. The Mainstream Program was developed to provide rental assistance to persons with disabilities who are seeking suitable, affordable, and accessible housing in the private market.

Medical Expense Allowance: Permitted only for households in which the head or spouse is at least 62 or disabled (Elderly or Disabled households only).

Minimum Income Requirement: The minimum amount of steady, verifiable income a household is required to earn to be eligible for a homeownership voucher.

Minimum Rent: KH has established a minimum rent of $125 for households. The PHA's minimum rent is a minimum TTP.

Minor: A member of the household other than the household head or spouse, who is under 18 years of age.

Mixed Household: A household whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. A mixed household is eligible for prorated assistance.

Move Voucher: A voucher issued to an eligible household currently living in a unit that allow the household to move to a different unit or location.

Moving to Work (MTW): MTW is a federalderegulation demonstration program that allows public housing authorities (PHAs) to design and test ways to:

1. Promote self-sufficiency among assisted households;
2. Achieve programmatic efficiency;
3. Reduce costs; and
4. Increase housing choice for low-income households.

To permit the flexibility needed for this level of innovation, Congress exempted participating PHAs from much of the Housing Act of 1937 and related U.S. Department of Housing and Urban Development (HUD) regulations to allow an MTW Agency the freedom to develop programs to meet the unique needs of each Agency's community.

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Near-elderly Household/Family: a household whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Net Assets: The cash value, after deducting reasonable costs that would be incurred in the disposal of an asset.

Non-elderly disabled household: a household that does not meet the definition of an elderly household whose head, spouse, co-head, or sole member is a person with disabilities.

Occupancy Standards: Standards established by a PHA to determine the appropriate number of bedrooms for households of different sizes and compositions.

Other Adult: A member of the household (excludes foster adults), other than the head or spouse or co-head, who is 18 years of age or older on the effective date of a determination of eligibility or recertification, regardless of disability status.

Participant Household: All approved persons admitted into, and assisted by, a PHA program living in the same unit. The household becomes a participant on the effective date of the initial lease term.

Payment Standard: The maximum monthly housing assistance KH will pay to an owner/ property manager based upon the household's eligible unit size.

Person with a Disability: HUD defines a person with disabilities as a person who:

1. Has a disability as defined in Section 223 of the Social Security Act (42 U.S.C.423— see below), or
2. Is determined by HUD regulations to have a physical, mental, or emotional impairment that:
3. Is expected to be of long, continued, and indefinite duration;
4. Substantially impedes his or her ability to live independently; and
5. Is of such a nature that such ability could be improved by more suitable housing conditions, or

    a. Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 15002(8)—see below), or
    b. Has the disease Acquired Immunodeficiency Syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome (HIV).

For the purpose of qualifying for low-income housing under HUD public housing and HCV programs, the definition does not include a person whose disability is based solely on any drug or alcohol dependence.

Portability: A participant household's ability to rent or purchase a dwelling unit with a HCV outside the Area of Operation, or jurisdiction, of the initial PHA.

Port-In: A request from a participant issued a voucher from another PHA that has found a unit to

lease in Keene Housing's (KH) jurisdiction.

Port-Out: A request from a current KH MTW HCV participant who wants to move outside of KH's jurisdiction.

Preference: A status applied to some applications for housing assistance that gives an applicant household priority over others.

Preliminary Application Form (Pre-Application): Collects only information that is required for placement on the waiting list(s).

Program Abuse: When an applicant or participant performs a dishonest act or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance.

Project-Based Voucher: A housing voucher that is attached to a specific housing unit or property.

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Qualified Medical Expenses: IRS defines qualified medical expenses as amounts paid for the "diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body."

Race: A group of people united or classified together with common history, nationality, or geographic distribution.

Randomized Controlled Study: A study in which people are allocated at random (by chance alone) to receive one of several interventions. One of these interventions is the standard of comparison or control.

Reasonable Accommodation (RA): A change or modification of KH's rules, policies, practices, services, or procedures for people with disabilities that is necessary to enable people with disabilities to have an equal opportunity to enjoy their housing.

Receiving PHA: In portability, a PHA that receives a household selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the household.

Recertification: The process of securing documentation of total household income that is used to determine the continuing eligibility of the household and the housing assistance payment to be made on household's behalf until the next recertification.

Remaining Household Member: Individual of an assisted household that remains in the unit when other members of the household have left the unit.

Rent Reasonableness: The process of a PHA determining that the rents charged by owners to voucher holders is comparable to rents for similar unassisted units in the market and similar units within the property.

Request for Tenancy Approval: Forms submitted to KH's Housing and Services department to initiate lease-up process.

Resident: An applicant that is permanently living in KH's Area of Operation (AOO) on the date that he/she submitted a preliminary application, the date of screening, and the date of final certification.

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Safety Net: The hardship policy that provides short-term relief (by increasing HAP) to Stepped Subsidy participating households experiencing unanticipated income losses.

Section 504: Prohibits discrimination on the basis of disability in any program, service, or activity that receives federal financial assistance.

Security Deposit: A sum of money (maximum set by state law) given in advance by the resident to the owner in order to cover any expenses for unpaid rent or damages the owner might incur after the resident moves out.

Single Room Occupancy Housing (SRO): A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Spouse: The marriage partner of the head of household.

Stepped Subsidy: KH's subsidy program for ~~all~~ non-elderly/non-disabled households which provides a high subsidy upon entrance into the program and gradually reduces subsidy over the term of assistance.

Subsidy: The amount of monthly housing assistance provided to eligible households by Keene Housing.

Target Housing: Any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: The portion of the contract rent the household pays to the owner/property manager.

Tenant Share: The household's contribution toward the gross rent based upon the payment standard.

Tolling: suspending a housing choice voucher term if the family has submitted a Request for Tenancy Approval during the voucher term.

Total Tenant Payment (TTP): The total amount the participant household pays towards rent and utilities.

Unit: A single residential dwelling such as an apartment, house, or townhouse.

Utility Allowance: KH's estimate of the average monthly utility bills (except satellite/cable and telephone,) for an energy conscious household. In some cases, the value of the utility allowance is added to the contract rent for the purpose of determining total tenant payment and tenant rent.

Very Low-Income Household: A low-income household whose annual income does not exceed 50% of the area median income, as determined by HUD, with adjustments for smaller and larger households.

Violence Against Women Act (VAWA): A federal law enacted to protect victims of domestic violence, dating violence, sexual assault, and stalking.

Voucher (HCV): A document issued by a PHA to a household selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the household. The voucher also states obligations of the

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household under the program.

Voucher Holder: A household participating in any Housing Choice Voucher program at Keene Housing.

Voucher Payment Standard (VPS): The maximum monthly housing assistance payment for an eligible household based upon eligible unit size.

Waiting List: A list of all eligible applicant households by program.

Youth: A member of the household (regardless of disability status), who is under 18 years of age on the effective date of a determination of eligibility or recertification and is not a foster child.

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Chapter 3. Applying for Programs and the Waiting List

A. Overview

Keene Housing's policies provide that all households interested in housing assistance be given equal opportunity to apply and will be treated in a fair and consistent manner. KH maintains a separate waiting list for the following programs:

- HCV Program
- PBV Mobility

KH also maintains separate waiting lists for each KH-owned and managed property. KH administers all special voucher programs through the MTW HCV waiting list.

No person will be, on the grounds of race, color, age, national origin, religion, sex, military status, actual or perceived sexual orientation, marital status, familial status, disability, actual or perceived gender identity, or source of income be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in any KH administered program.

B. Applying for Assistance

KH requires households to provide a complete pre-application for consideration for placement on KH waiting lists.

C. Processing Preliminary Applications

1. KH will accept and process preliminary applications (pre-application) in accordance with KH's procedures. When accepting preliminary applications, KH does not verify any information supplied and does not accept any corresponding documentation. KH assumes that the information provided by the applicant in the preliminary application is correct. KH will verify the information later in the eligibility process.

2. Every preliminary application as completed by the household must include a date and time stamp by KH upon submission; Social Security numbers of all household members; applicant's race and ethnicity (optional).

    a. An applicant household which includes a member who is under the age of six (6) and does not yet have an assigned SSN but is otherwise eligible will not be denied wait list placement.

3. Upon receipt of a completed pre-application, KH will pre-screen applications to determine waiting list eligibility and will apply admission preferences.

D. Placement on the Waiting List

1. The following will prevent KH from placing an applicant household on any waiting list.

    a. Any adult member of the household owes KH, a KH affiliate, or the owner of a KH managed property money.

    b. A household member is subject to a state lifetime sex offender registry.

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c. Failure to submit complete application.

d. Head of Household is not of an age to have legal capacity to enter into a lease under New Hampshire state or local law.

2. If KH can determine from the information provided that a household is ineligible, the household will not be placed on the waiting list.

a. Where a household is determined to be ineligible, KH will send written notification of the ineligibility determination within ten (10) business days of receiving a completed application.

b. The notice will specify the reasons for ineligibility and will inform the household of its right to request an informal review and explain the process for doing so.

3. KH will send notice of preliminary placement on the waiting list(s) within ten (10) business days of receiving a completed application. The notice will list all waiting list(s) to which the household has been added.

a. Placement on the waiting list does not indicate that the household is, in fact, eligible for admission.

b. KH will make a final determination of eligibility and qualification for admission preferences when the household is selected from the waiting list.

4. Applicant households will be placed on the waiting list according to the date and time of their complete application.

5. Households residing in a KH PBV unit are not eligible for the MTW HCV wait list. Households interested in a tenant-based voucher must apply to KH's Mobility Voucher wait list.

E. Organization of the Waiting List

1. KH organizes its HCV waiting list in such a manner to allow KH to accurately identify and select households in the proper order, according to the admissions policies described in this Administrative Plan.

2. The waiting list will contain the following information for each applicant listed:

a. Name and social security number of all household members

b. Amount and source of annual income

c. Date and time of application

d. Household type (family, elderly, disabled)

e. Admission preference, if any

f. Race and ethnicity of the head of household

g. The specific voucher program(s) selected by the applicant

3. KH will not merge the HCV waiting list with the waiting list for any other program KH operates.

4. The HCV Program waiting list(s) use a two-tiered admission preference system. This system gives applicants that qualify for a preference an opportunity to receive a subsidy ahead of applicants that do not have a preference. The admission preferences are a way of organizing the waiting lists to address local housing issues and agency policy. Without admission preferences, applicants on the waiting list would be "organized" only by the date and time stamp of their pre-application.

   a. Applicants should think of the waiting lists as having two 'layers' within the list: one group made up of applicants who meet the preference criteria and another group who do not meet the criteria for a preference.

   b. The ability to qualify for a preference is important because it affects an applicant's placement on the lists. When admission preferences are used, applicants are organized on the lists by preference group and then, within the preference group, by the date-time stamp of the pre- application.

F. Admission Preferences

1. A preference will be granted to applicants who are otherwise qualified for a voucher and who, at the time of the offer (immediately prior to issuance of a subsidy) are verified to meet one of the following criteria with the understanding that the criterion do not carry equal weight and will be administered in the following order:

   a. *Natural Disaster/Government Displacement* (including by KH): The applicant has been or will be involuntarily displaced within no more than six months from the date of the preference status certification or verification by the responsible entity and is not living in standard permanent replacement housing;

      i. Standard, permanent replacement housing is housing that is decent, safe and sanitary and adequate for the household size, and that the household is occupying pursuant to a lease agreement.

      ii. Examples of government displacement activities include, but are not limited to, property condemnation, code enforcement, public improvements or development programs.

      iii. A household's dwelling is uninhabitable because of a disaster such as hurricane, tornado, high water, earthquake, mudslide, snowstorm, or regardless of cause, fire, flood or explosion.

   b. *New Hampshire Residency*: An applicant that is permanently living in KH's AOO on the date that he/she submitted a preliminary application, the date of screening, and the date of final certification. Although there is no requirement that an applicant live in KH's AOO for a specified period of time before becoming eligible for housing assistance,

the applicant's housing arrangements must have been intended to be permanent and not temporary in nature.

c. *Involuntarily Displacement*: An applicant household is or will be involuntarily displaced if the household has vacated or will have to vacate the unit where the household lives because of one or more of the following:

i. Displacement to avoid reprisal, such as cooperating with the police. KH may only grant this is a law enforcement agency carries out a threat assessment and recommends re-housing the family.

ii. Displacement due to hate crimes when one or more of the applicant's family have been victims of a hate crime.

(a) Hate crime is defined as actual or threatened physical violence that is based on victim's race, color, religion, sex, sexual orientation, national origin, disability, or familial status.

(b) KH may only grant this if it is verified that the hate crime occurred recently or is of a continuing nature.

d. *Homeless/Institutionalization Risk*: The applicant household must contain a member between the ages of 18-61 with a disability and must qualify for one of the following:

i. Is homeless

ii. Is at risk of becoming homeless

iii. Is transitioning out of institutional or other segregated setting

iv. Is at serious risk of institutionalization

e. *Non-Elderly Disabled* (NED or Mainstream (MS): The head of household, spouse or other adult must be between the ages of 18-61 with a disability.

f. *Foster Youth to Independence* (FYI): The applicant must be referred by a public child welfare agency and meet the following conditions:

i. Is at least eighteen (18) and not more than twenty-four (24) years of age

ii. Left foster care or will leave foster care within ninety (90) days in accordance with a transition plan described in section 475 (5) (H) of the Social Security Act at age 16 or older and

iii. Is homeless (24CFR 587.3) or is at risk of becoming homeless (24 CFR 576.2)

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g. *Pathway Home* (Path): The applicant must be referred by the Cheshire County Treatment Court or Behavioral Health Court.

h. *Homes for School* (H4S): Applicants are identified and referred by either the Keene School District or Monadnock Regional School District as being homeless as defined by the McKinney-Vento Act.

2. Households who meet KH admission preferences will be ranked higher on KH waiting lists than families who do not.

Preference	**Point Value**
Natural Disaster/Governmental Displacement	10-points
New Hampshire Residency	9-points
Involuntarily Displacement	8-points
Homeless/Institution Risk	6-points
Non-Elderly Disabled (NED or MS)	5-points
Foster Youth to Independence (FYI)	4-points
Pathway Home	3-points
Homes for School	2-point

Commented [EW2R1]: All in TSOP

Commented [JM1]: Does this cover/do we need pref for East & West, or is that up to the TSOP?

G. Closing and Opening the Waiting List

1. KH announces the closing of the waiting list at least ten (10) business days prior to the date that KH will no longer accept pre-applications.

2. KH announces the reopening of the waiting list at least ten (10) business days prior to the opening of the waiting list.

   a. If the list is only being reopened for certain categories of households, this information will be contained in the notice.

   b. The notice will specify where, when, and how applications are to be received.

   c. KH will give public notice by publishing the relevant information in suitable communication outlets.

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H. Updating the Waiting List

1. Applicant households must inform KH, within ten (10) business days of changes in:

    a. Household size or composition, and/or

    b. Contact information, including current residence, mailing address, and phone number.

2. Applicant households must submit changes in writing.

3. The waiting list is updated at the discretion of KH to ensure that all applicants and applicant information is current.

    a. When updating the waiting list, KH will send an update request via mail to each applicant household on the waiting list to determine whether the household continues to be interested in the program.

        i. KH will send this update request to the last address that KH has on record for the household.

        ii. The update request will provide a deadline by which the household must respond and will state that failure to respond will result in the applicant's removal from the waiting list.

    b. The household's response must be in writing and delivered in person, by mail, email, or by fax.

        i. Responses must be postmarked or received by KH no later than fifteen (15) business days from the date of KH letter.

        ii. If the household fails to respond within fifteen (15) business days, KH will remove the household from all voucher and property wait lists without further notice.

    c. If the post office returns the notice with no forwarding address, KH will remove the applicant from all voucher and property wait lists without further notice.

    d. If the post office returns the notice with a forwarding address, the notice will be re-sent to the address indicated.

        i. The household will have fifteen (15) business days to respond from the date the letter was re-sent.

        ii. If the household fails to respond within this time frame, KH will remove the household from the waiting list without further notice.

    e. When KH removes a household from the waiting list during the update process for failure to respond, no informal review will be offered. Such failures to act on the part of the applicant prevent KH from making an eligibility determination;

therefore, no informal review is required.

f. If KH removes a household from the waiting list for failure to respond, KH may reinstate the household if it is determined the lack of response was due to a KH error, or to circumstances beyond the household's control.

I. Removal from the Waiting List

1. KH removes applicants from the HCV waiting list if they are already receiving housing assistance through any other KH administered voucher program.

2. If a household leases up with any tenant-based voucher, they will be removed from all other KH voucher program wait lists.
3. If a household is leased-up in a KH-owned and managed property, they will be removed from all other KH administered voucher program wait lists.

   a. A household not residing in a PBV unit can reapply for the wait lists at any time.

   b. A household residing in a PBV unit, with the exception of Emerald Street, can request placement on the Mobility wait list at any time.

4. KH removes applicants from the waiting list if they have requested that their name be removed. In such cases, no informal review is required.

5. If KH determines the household is not eligible for admission at any time while the household is on the waiting list, KH will remove the household from the waiting list.

6. KH removes applicants who default on payment agreements with KH.

7. If KH removes a household from the waiting list, KH will send a notice to the household's address of record as well as to any alternate address provided on the initial application.

   a. The notice will state the reasons KH removed the household from the waiting list.

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Chapter 4. Eligibility

A. Qualifying for Admission to the Voucher Programs

The policy of KH is to admit applicants into the MTW HCV and MTW PBV programs that meet the following criteria:

1. The applicant meets the definition of a "household;"
2. The household meets the definition of "resident;"
3. The household does not have gross assets at the time of admission of $100,000 or greater;
4. KH will reject applicants who are full or partial owner of a property in which he/she can legally reside unless:
    a. A household member or members are unable to reside in the property because of domestic violence; or
    b. A household member or members can demonstrate they are unable to reside in the property because of verifiable disability; or
    c. The property has been condemned by a local, state, or federal authority or deemed unfit to live in and unable to repair by a qualified, licensed housing inspector; or
    d. The property is in a country where there is verifiable evidence that the household would face retribution or repression if they return to that country.
5. At least one household member must be a U.S. citizen or have eligible immigration status as required by HUD;
6. All household members must provide documentation of Social Security numbers (SSNs) or, for household members who do not have a SSN, a federally issued Alternative Identification numbers;
    a. If the applicant household includes a member who is under the age of six (6) and does not yet have an assigned SSN but is otherwise eligible for the voucher, KH will grant the applicant household ninety (90) days from the effective date of their issuance to provide documentation of the SSN for the child.
    b. After ninety (90) days, if the applicant household has been unable to supply the required SSN and verification documentation, the household is determined ineligible and is removed from the waiting list.
7. All household members must meet the screening criteria;
8. A birth certificate must be provided for all household members;
9. ~~All adult household members must attend a KH issuance briefing at the time of subsidy issuance;~~

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~~10.~~9. Unless current on a payback agreement, applicants cannot currently owe any money to a KH owned and managed property, a KH affiliate, other Public Housing Authority, or owner of state – or federally-assisted housing. If the applicant has not entered into a payback agreement, the debt must be paid in full; and

~~11.~~10. An applicant's income does not exceed HUD's established income limits or KH's asset limits for program eligibility.

B. Screening for Eligibility

Screening is performed in a manner that is reasonable, consistent and complies with fair housing laws.

1. KH screens all applicants in accordance with this Administrative Plan.

2. As applicants approach the top of a waiting list, KH schedules them for an eligibility appointment.

   a. Upon scheduling the eligibility appointment, KH will send a more detailed application packet and a request for documentation.

   b. The applicant is responsible for bringing the application packet and all documentation to the eligibility interview.

   c. All adult household members (18 and older) are required to attend the eligibility interview if the household resides within a twenty-five (25) mile radius of the KH main office.
      i. For applicant households who live outside the twenty-five mile radius and travel to the KH office would be a financial or physical burden, or there is some other mitigating circumstances(s), KH will accommodate via a virtual interview or will assist in alternative arrangements.

   d. KH will reschedule an eligibility appointment no more than twice for an applicant household.

   e. Following the eligibility appointment, if additional documents/documentation is necessary to fully process the household's eligibility status; the applicant has ten (10) business days to return the required documents to enable KH to verify all provided information to determine whether the applicant is qualified.

   f. Failure to return the required documents in the established time frame will result in the applicant's removal from all waiting lists.

   g. Failure to attend or call to reschedule the eligibility appointment will result in the applicant's removal from all waiting lists.

      i. KH will however consider mitigating last minute circumstances which result in the applicant household not being able to attend the eligibility

appointment if that mitigating circumstance is communicated to KH within forty-eight (48) hours of the missed appointment.

3. Once the applicant returns the detailed application and required documents, KH verifies the following information to determine whether the applicant is qualified for further screening:

   a. Preference status;

   b. Income eligibility;

   c. Assets and asset income (but only if applicable for program); and

   d. Citizenship or eligible immigration status.

4. To be eligible for participation, an applicant must meet the criteria established by KH. Eligibility criterion includes:

   a. An applicant must meet the definition of household.

   b. The applicant is not a single full-time student under the age of 24 unless they meet one or more of the following criteria.

      i. The applicant is a person with a disability.

      ii. The applicant will become 24 years of age by December 31 of the initial eligibility year.

      iii. The applicant is an orphan, in foster care, or ward of the court or was at any time after the applicant turned 13 years of age.

      iv. The applicant is an emancipated minor or in a court-ordered legal guardianship.

      v. The applicant is currently serving on active duty in, or a veteran of, the United States of America Armed Forces.

      vi. The applicant is married.

      vii. The applicant is a graduate or professional student.

      viii. The applicant has legal dependents other than the spouse.

      ix. The applicant is verified as an unaccompanied youth who is a homeless child or youth or as unaccompanied, at risk of homelessness, and self-supporting by a designated agency.

      x. A financial aid administrator from a secondary education program has made a documented determination of independence by reason of other unusual circumstances.

c. An applicant must be at or below 80% of AMI unless:

i. Applicant is a current KH housing resident being relocated through a reasonable accommodation or as a result of modernization;

ii. Applicant is a returning or existing resident of a unit converted to the Project-Based voucher program; or

iii. Applicant qualified for a voucher through a "special" preference authorized through the Board of Commissioners.

d. An applicant must provide Social Security Numbers or other federally issued alternative identification for household members.

e. An applicant must provide a photo identification for all household members eighteen (18) years and older.

f. An applicant must provide or authorize KH to obtain Declaration of Citizenship or Eligible Immigrant Status and verification where required; and

g. At least one member of the applicant household must be either a U.S. citizen or have eligible immigration status before KH may provide any housing assistance.

5. If at any time during the eligibility process, KH learns that a household member is receiving housing assistance from a KH affiliate, other Public Housing Authority, or owner of state – or federally-assisted housing, KH will contact the other agency for clarification.

6. Unless specified by regulation, verifications of eligibility for admission into a KH program are valid for one hundred twenty (120) calendar days from the date KH receives the verification.

C. Grounds for Denial

1. An applicant may provide additional information during the eligibility process to explain, justify, or negate the relevance of potentially negative information that may be revealed by screening and that the applicant believes to be relevant to the applicant's predicted performance as a tenant. The review of this information may occur after reviewing the screening report to assist KH in considering all circumstances related to the applicant's history. KH must evaluate this information before a final determination of acceptance or denial of applicant and must also consider:

a. The nature and severity of the incidents that would lead to a denial;

b. The number and type of the incidents

c. The time that has elapsed since the date the incidents occurred;

d. The age of the individual at the time the incidents occurred; and

e. The extent to which the applicant has taken all reasonable steps to prevent or mitigate any negative history.

2. If an applicant or a member of his/her household currently owes money to KH, any other housing authority, or owner of state or federally assisted housing, the applicant must be rejected unless they have entered into a repayment

a. PBV Mobility applicants may be denied a Housing Choice Voucher if the unit has sustained damages resulting in the household owing money to KH. PBV units may be inspected prior to the household moving from the unit to assess whether there are damages to the unit.

3. If an applicant or a member of his/her household committed any fraud in a federally assisted program.

4. KH must reject an applicant if any household member was evicted or terminated from any federally-assisted housing for drug-related criminal activity in the past three (3) years.

5. KH must reject an applicant if it is determined that:

a. Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any assisted housing;

b. Any member of the household is subject to a lifetime registration requirement under a state sex-offender registration program. KH will reject a sex offender based upon a criminal record in accordance with other grounds stated in this Chapter even if not subject to lifetime registration requirements.

6. KH must reject an applicant if it is determined that:

a. A household has engaged in the illegal use of an illicit drug in the past six (6) months.

b. There is reasonable cause to believe that a household's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other households

i. Marijuana used medicinally or otherwise is an illegal substance under federal law and its use is grounds for termination of assistance.

c. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other households;

d. Any member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a felony crime; or

e. Any household member convicted of a pattern of misdemeanors against persons or property within the past five (5) years; including but not limited to:

i. Homicide or murder;

ii. Arson;

iii. Armed robbery or home invasion

iv. Drug trafficking; distribution; or manufacturing;

v. Kidnapping

vi. Domestic violence or criminal sexual assault;

vii. Weapons offenses;

viii. Child molestation and other crimes against children.

ix. Vandalism or destruction of property;

x. Possession of illegal drugs;

xi. Threats or harassment; assault or fighting; or

xii. Burglary, breaking and entering, or robbery.

f. An applicant has misrepresented information related to eligibility, preference for admission, housing history, allowances, household composition, or rent.

g. If an applicant or any member of the applicant's household demonstrates inappropriate behavior, is verbally abusive, swears, uses discriminatory language, exhibits threatening behavior, appears to be under the influence of alcohol or illegal drugs or attempts to intimidate the staff or other residents/applicants, the applicant and the applicant's household members will be required to leave the property and the application will be rejected.

7. KH will move to terminate the participation of any household admitted based on misinformation.

8. Any applicant household that has been denied admission can reapply any time.

D. Screening Applicants Claiming Mitigating Circumstances

1. If negative information is received about an applicant relating to any grounds for denial listed above, the applicant may request an informal review.

2. Through the informal review process KH will consider:

a. The time, nature, and extent of the applicant's past conduct and factors (also

referred to as mitigating circumstances) that might indicate favorable future conduct. The factors indicating favorable future conduct must be verifiable to be considered.

b. In deciding whether to exercise discretion to admit an individual who has engaged in prohibited activity, KH will consider all of the circumstances relevant to the particular admission decision, including but not limited to:

i. the seriousness of the offending actions; and

ii. the effect that denial of the entire household will have on family members not involved in the activity; and

iii. the extent that the applicant has taken all reasonable steps to prevent or mitigate the activity and or to show a likelihood of not relapsing into engaging in the same activity going forward.

c. Applicants with negative behavior in their recent past, as defined above, if he/she can document to KH's satisfaction that he/she is rehabilitated.

3. However, KH may admit the applicant if KH determines that:

a. The applicant can provide documentation that the household member that was evicted or terminated has successfully completed a supervised drug rehabilitation program;

b. The household member that was evicted or terminated has died, is imprisoned or is in some other way permanently incapacitated and physically unable to enter the unit subsidized by KH; or

c. The applicant's household will not include the household member that was evicted or terminated and agrees not to allow that member on the property.

d. An applicant with a disability that believes a denial is connected to his/her disability is advised to seek a reasonable accommodation prior to requesting an informal review.

E. Determination of Qualification

1. Once status is determined, KH contacts qualified and unqualified applicants.

2. KH will notify a qualified applicant by phone that his/her eligibility file has been approved and will schedule an issuance briefing date followed by an issuance appointment letter.

3. An unqualified applicant will receive a Notice of Denial by certified mail. The notice will state a brief reason for the denial and offer the applicant the opportunity to appeal.

4. If KH denies an applicant based on an applicant's criminal history, the notice will specifically state the information obtained from the criminal history report that makes the applicant

unqualified. The notice will also inform the applicant that he/she has the right to dispute the accuracy of the record and that a copy of the record will be provided if the applicant requests.

5. If an applicant disputes the denial, they have the right to have the decision reviewed.

6. Applicants receiving Notices of Denial can request an informal review with the Hearing Officer.

7. Applicants that have their denial upheld through the informal review process have no other appeal rights within KH.

F. MTW Program Assignment

1. Upon determination of eligibility, KH will assign a household into a specific program depending on household composition and type. Work-able households (non-elderly/non-disabled head of household) will be randomly assigned to one of six (6) rent groups in the Rent Reform and Supportive Services RCT Study (See G below). All other households will be assigned to one of the following programs:

    a. Income-based (IB) Subsidy Program: All households in this program will have their rent portion calculated using the Income-based method, paying 30% of the household's adjusted monthly income (AMI). Their rent portion is recalculated on an annual basis.

    b. Non-Elderly Disabled (NED) Voucher Program: All households in this program will have their rent portion calculated using the Income-based method, paying 30% of the household's adjusted monthly income (AMI). Their rent portion is recalculated on an annual basis.

    c. Mainstream (MS) Program: All households in this program will have their rent portion calculated using the Income-based method, paying 30% of the household's adjusted monthly income (AMI). Their rent portion is recalculated on an annual basis.

    d. Affordable Housing Preservation Program (AHPP): All households in this program will have their rent portion calculated using the Income-based method, paying 30% of the household's adjusted monthly income (AMI). Their rent portion is recalculated on a Triennial basis.

    e. Foster Youth to Independence (FYI) Program: All households in this program will have their rent portion calculated using the Income-based method, paying 20% of their gross monthly income (GMI). Their rent portion is recalculated on a Triennial basis

    f. Pathway Home (Path) Program: All households in this program will have their rent portion calculated using the Income-based method, paying 20% of their gross monthly income (GMI). Their rent portion is recalculated on an annual basis. These households, if not elderly or disabled, are required to participate in the THRIVE program.

g. Homes for School (H4S) Program: All households in this program will have their rent portion calculated using the Income-based method, paying 20% of their gross monthly income (GMI). Their rent portion is recalculated on an annual basis.

2. Participant households assigned to the IB Program may elect to instead enter the THRIVE Program using a Stepped Subsidy rent calculation. All THRIVE requirements apply. (Chapter 10)

   a. All requirements of the THRIVE program apply, including the goal of full-time employment.

3. KH may approve an exception to program assignment in the case of a reasonable accommodation.

4. Changes in household composition or the status of a qualifying household member may result in a household being moved to a different program or deemed ineligible.

G. Rent Reform and Supportive Services Study

KH is conducting a multiple year Random Control Trial (RCT) to identify which method of rental assistance has the greatest impact on a tenant's ability to improve his/her economic future. Any head of household between the ages of eighteen (18) and sixty-one (61), without a disability, is randomly assigned to one of six rental assistance programs by rolling a color-coded die. The rental assistance programs are:

1. Annual Subsidy Recertification with Services (Orange)

   a. This group will have their rent portion calculated using the Income-Based method and the tenant portion will be 30% of their adjusted monthly income (AMI). This will be reviewed and recalculated on an annual basis.

   b. This group will receive all the services of the THRIVE Program (Chapter 10).

2. Annual Subsidy Recertification without Services (Yellow)

   a. This group will have their rent portion calculated using the Income-Based method and the tenant portion will be 30% of their adjusted monthly income (AMI). This will be reviewed and recalculated on an annual basis.

   b. This group will **not receive** any services of the THRIVE Program.

3. Triennial Subsidy Recertification with Services (Green)

   a. This group will have their rent calculated using the Income-based method and the tenant portion will be 30% of their AMI. This amount will not increase until the next income review in three (3) years.

   b. This group will receive all the services of the THRIVE Program (Chapter 10).

4. Triennial Subsidy Recertification without Services (Red)

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a. This group will have their rent calculated using the Income-based method and the tenant portion will be 30% of their AMI. This amount will not increase until the next income review in three (3) years.

b. This group will **not receive** any services of the THRIVE Program.

5. Stepped Subsidy Recertification with Services (Purple)

a. This group will have their rent portion calculated using the Stepped Subsidy method which is a fixed amount of subsidy for years one (1) and two (2). The amount of subsidy decreases in year three (3) and decreases again in year four (4).

b. This group will receive all the services of the THRIVE Program (Chapter 10).

6. Stepped Subsidy Recertification without Services (Blue)

a. This group will have their rent portion calculated using the Stepped Subsidy method which is a fixed amount of subsidy for years one (1) and two (2). The amount of subsidy decreases in year three (3) and decreases again in year four (4).

b. This group will **not receive** any services of the THRIVE Program.

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Chapter 5. Occupancy Standards

A. Introduction

Keene Housing established occupancy standards to ensure that households of the appropriate size occupy a unit. These standards describe the methodology and factors KH will use to determine the size unit for which a household qualifies and includes the identification of the minimum and maximum number of household members for each unit size. This chapter also identifies circumstances under which an exception to the occupancy standards may be approved.

B. Determining Unit Size

1. KH uses the same occupancy standards for its HCV programs as it does for each of its properties.

2. KH will reference the following standards in determining the appropriate unit bedroom size for a household:

Bedroom Size	0	1	2	3	4	5	6
Min. # of Persons	1	1	2	3	4	6	8
Max. # of Persons	2	3	5	7	9	11	13

3. The following principles govern the size of the subsidy for which an applicant will qualify:

   a. Generally two people are expected to share a bedroom.

   b. Adults (eighteen and over) who are spouses or in an equivalent relationship are required to share a bedroom.

   c. Adults (eighteen and over) who are co-heads are not required to share a bedroom although they may do so at their request.

   d. Adults (eighteen and over) who are neither spouses nor co-heads are not required to share a bedroom although they may do so at their request;

   e. A single head of household parent will not be required to share a bedroom with his/her child, although they may do so at their request.

   f. An unborn child does not count as a person in determining subsidy amount.

   g. Subsidy amount will be determined by the household members present (including custody arrangements) at the time of eligibility screening with exception made for household members temporarily away for school or military service or children in temporary custody of an agency, if there is expected reunification within the ensuing twelve-month period.

h. In cases of joint legal or physical custody, the household will be awarded a bedroom only if it can be shown that, over the past twelve months, the child has spent 50% or more of their time living with the household. This is defined as 182.5 days of the year, which do not need to run consecutively.

i. In no event can a child receive a federal subsidy concurrently at more than one unit. If two subsidized households have joint legal or physical custody of a child, KH will utilize the following hierarchy to determine which household is eligible for the subsidy:

i. A written statement signed by both heads of household indicating which household claims the child as a dependent;

ii. Court decree or parenting plan concerning child custody; or

iii. Most recent income tax returns.

j. While a live-in aide may be assigned a bedroom and added to the lease as a permitted occupant, the aide has no survivorship rights to the subsidy. Single elderly or disabled households with live-in aides will receive a two-bedroom subsidy.

i. KH permits a live-in aide's household members to reside in the subsidized unit. However:

(1) The additional members must meet the same screening criteria as the live-in aide. (Chapter 4)

(2) The additional members are not counted when determining household subsidy.

(3) Additional members are not counted in the household composition to calculate eligible unit size.

ii. Foster children or foster adults listed on the application or lease will be housed in accordance with the guidelines above.

C. Types of Exceptions

1. KH will consider granting exceptions to the occupancy standards at the household's request if KH determines the exception is justified by:

a. The relationship, age, sex, health or disability of household members; or

b. Other personal circumstances

2. When evaluating exception requests KH will consider the size and configuration of the unit.

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3. In no case will KH grant an exception that is in violation of local housing or occupancy codes, regulations, or laws.

4. Households requesting an exception to the occupancy standards must do so in writing.

5. KH may approve additional bedroom(s) for purposes of reunification of household members.

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Chapter 6. Determining Income

A. Annual Income

1. Keene Housing (KH) first determines the participant household's income when calculating a household's total tenant payment and subsidy amounts.

2. KH must verify a participant household's income using the following hierarchy:

   a. Upfront income verification with EIV.

   b. Upfront income verification with non-HUD system.

   c. Participant provided third party documents

   d. Written third party verification form.

   e. Oral third-party verification such as a phone call.

   f. Tenant declaration or self-certification form.

3. KH can also use the prior year's income adjusted for inflation to determine a household's future income if it informs or clarifies the estimate of income but does not distort calculation. Where circumstances have changed significantly from the prior year, KH will consider such information.

4. Payments a household receives on a regular basis count as income. Some examples are wages, Social Security benefits, Temporary Assistance for Needy Household (TANF), and business income.

B. Annual Income – What is Counted?

1. Annual income is a household's total income from all sources as determined by KH. Sources of income include:

   a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

   b. The net income from the operation of an established business or profession, including any withdrawal of cash or assets from the operation of the business;

      i. An established business or profession is one that has been operating for more than twelve (12) months;

      ii. Withdrawals of cash or assets will not be considered income when used to pay the household back for cash or assets invested in the business;

iii. Expenditures for business expansion or payment of capital indebtedness will not be used as deductions in determining the net income from a business; and

iv. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations.

c. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;

d. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;

e. All cash assistance payments received by or on behalf of any household member;

f. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or people not residing in the unit made to or for households; and

g. All regular pay, special pay (excluding pay for hostile fire), and allowances of a household member in the Armed Forces.

2. KH will exclude the income from assets where the market value of the household's combined assets is less than $50,000.

a. When the market value of the household's combined assets is equal to or less than $50,000, KH will accept the family's self-certification of asset value and income.

b. When the market value of the household's combined assets is greater than $50,000, KH will use the market value of the asset multiplied by the passbook saving's rate to determine income.

c. When the market value of the household's combined assets is greater than $50,000, KH will verify the market value using the HUD hierarchy of verification.

C. Annual Income – What is Not Counted?

There are items not counted as income including several items excluded by federal law. Annual Income does not include the following:

a. KH does not count income from assets worth $50,000 or less. This includes checking and savings accounts, certificates of deposit, or most other interest bearing accounts;

b. Income from the employment of children (including foster children) under eighteen (18) years old;

c. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to any household member, who are unable to live alone);

d. Lump sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal or property losses;

   i. But if any of these items are received on a regular basis (monthly or weekly, for example) they are counted as income, or if they raise the assets held by the household to a market value of greater than $50,000, KH will include the imputed asset income as annual income. Imputed income from assets will be calculated by multiplying the cash value of all household assets when in excess of $50,000 by the current HUD-established passbook savings rate or rate established by KH.

e. Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member;

f. Income of a live-in aide, provided the person meets the definition of a live-in aide;

g. The full amount of student financial assistance paid directly to a student and then paid to the educational institution or to cover costs directly related to verifiable educational expenses;

h. Temporary, non-recurring, or sporadic income (including gifts);

i. Earnings in excess of $480 for each full-time student 18 years old or older (excluding head of household, co-head, or spouse);

j. Adoption assistance payments in excess of $480 per child;

k. Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment;

l. First twelve (12) months of net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business; and

m. Other amounts excluded by HUD or other Federal law. (See most recently published Federal Register for more information).

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D. Determining Annual Income

1. Prospective and past income may be used to calculate household tenant share, especially for households with irregular or sporadic employment histories. (For example, this method can be used for school bus drivers or classroom aides who are only paid for nine (9) months or for household members receiving unemployment compensation).

2. A W-2 or tax return from a prior year can be used to calculate annual income.

E. Zero Income Households

1. The underlying presumption is that no household has zero income.

   a. The standard of proof is based on the preponderance of the evidence. Essentially, this means that based on the evidence presented by the household, it is more likely that the household has zero income.

   b. KH accepts third-party verification; however, subsidy adjustments cannot occur until KH receives the verification.

2. Any household claiming zero income must attend an in-person interview every ninety (90) calendar days until such time that the household claims income.

3. The $125 minimum rent applies to households reporting zero income.

4. KH may conduct quarterly interviews for households paying minimum rent.

F. Income Verification

1. Any document either submitted to or obtained by KH for the purpose of income verification cannot be dated more than one-hundred twenty (120) calendar days from the date of receipt by KH.

2. KH will always attempt to use HUD's Enterprise Income Verification (EIV) system as the primary source to verify that households are reporting all their income.

   a. If EIV information is not available, household members may be required to supply third party documents verifying Social Security (SS) or Supplemental Security Income (SSI) or other income, following the hierarchy found in Section A above.

3. Discrepancies between income reported by the household and income verified by third party documents that are greater than $2,400 in any twelve (12) month period require KH to question the household and investigate for potential underreporting and KH will evaluate the underreporting for potential fraud.

a. If the discrepancy is less than $2,400 and KH has received reliable third-party verification, KH will use the third party verification to determine income and will not investigate for potential underreporting.

4. If KH determines that there is program abuse and/or fraudulent underreporting, KH may move to terminate the household's participation or will require the participant to enter into a repayment agreement with KH based upon the following repayment agreement schedule:

   a. Amounts of $3,000 and higher must be repaid within thirty-six (36) months.

   b. Amounts between $2,000 and $2,999 must be repaid within thirty (30) months.

c. Amounts between $1,000 and $1,999 must be repaid within twenty-four (24) months.

d. Amounts under $1,000 must be repaid within twelve (12) months.

5. Participants that receive a notice of termination for underreporting have the right to appeal.

G. Adjusted Income – Standard Deductions and Unreimbursed Childcare Expenses

1. The following standard deductions are applied in calculating the subsidy for Elderly and/ or Disabled and AHPP households only.

2. Two standard deductions are available:

a. Dependent Deduction: $480 for each household member who is under 18 years of age, or disabled, or a full-time student. The head of household, spouse, foster child or live-in aide are never counted as dependents.

   b. Elderly/Disabled Deduction: $400 per household when the head of household, co-head, or spouse is at least sixty-two (62) years of age or disabled.

3. When there are verifiable unreimbursed medical or childcare expenses, the household may receive a deduction from their income to help offset their medical or childcare costs.

4. The sum of all deductions cannot exceed the total household income.

5. Childcare expenses – a deduction is applied to a household's annual income for anticipated out-of-pocket expenses for the care of children less than thirteen (13) years of age.

   a. A deduction is ONLY applied when childcare enables a household member to be gainfully employed, to seek employment, or to further his or her education or job training.

   b. Amounts deducted must be verified. Unreimbursed expenses cannot exceed:

i. The amount of income earned by the household member enabled to work; or

ii. An amount determined as reasonable by KH when the childcare permits a household member to pursue education, seek employment, or job training.

H. Medical and Disability Deductions for Elderly and/or Disabled Households

1. When expenses anticipated by a household could be defined as either medical or disability assistance expenses, KH will consider them medical expenses unless the expenses are incurred exclusively to enable a person with disabilities to work.

2. KH looks at a combination of the previous year's unreimbursed medical expenses and any unreimbursed medical expenses expected in the coming year to determine medical expenses.

a. Medical expenses: A deduction is applied to a household's annual income for expenses related to the cost of unreimbursed (out-of- pocket) medical expenses.

i. Elderly/Disabled Households: Only those medical expenses that exceed 7.5% of annual income may be deducted.

b. Medical expenses include but are not limited to:

i. Services of physicians and other health care professionals;

ii. Services of health care facilities;

iii. Health insurance premiums (including the cost of Medicare);

iv. Prescription and nonprescription medicines;

(1) Marijuana used medicinally or otherwise is an illegal substance under federal law and may not be claimed as an unreimbursed medical expense when prescribed by a medical professional.

(2) Use of an FDA-approved synthetic medical marijuana product, for example Marinol, as prescribed by a medical professional authorized under NH law is exempt from the medical marijuana exclusion.

v. Transportation to and from treatment;

vi. Dental expenses;

vii. Eyeglasses;

viii. Hearing aids and batteries;

ix. Attendant care; and

x. Payments on accumulated medical bills.

c. In cases where expenses are questionable, KH will refer to IRS Publication #502, Medical and Dental Expenses or certification by a health care professional to calculate a medical expense cost.

d. Expenses claimed must be verifiable and it must be evident that the household actually paid these expenses or can demonstrate they can and will pay anticipated recurring expenses.

3. The adjusted income is the annual income less those deductions applicable to any given household including:

a. Unreimbursed medical expenses of any elderly household or disabled household;

b. Reasonable expenses for attendant care and auxiliary apparatus for a disabled household member if the expenses:

i. Are necessary to enable a household member 18 years or older to work;

ii. Are not paid to a household member or reimbursed by an outside source;

iii. In combination with any medical expenses, exceeds the established threshold of annual income for the household's subsidy calculation; and

iv. Do not exceed the income earned by the household member who is enabled to work.

4. A household can qualify for the disability assistance expense deduction only if at least one household member (who may be the person with disabilities) is enabled to work.

5. The disability expense deduction is capped by the amount of income earned received by household members who are eighteen (18) years of age or older and who can work because of the expense. The earned income used for this purpose is the amount verified before any earned income disallowance, deductions, or income exclusions are applied.

6. The household must identify the household members enabled to work because of the disability assistance expenses. In evaluating the household's request, KH will consider factors such as:

a. How the work schedule of the relevant household members relates to the hours of care provided,

b. The time required for transportation,

c. The relationship of the household members to the person with disabilities, and

d. Any special needs of the person with disabilities that might determine which household members are enabled to work.

7. When KH determines that the disability assistance expenses enable more than one household member to work, the disability assistance expenses will be capped by the sum of the household members' incomes.

8. Only auxiliary apparatus directly related to permitting the disabled person or other household member to work are eligible. Examples of auxiliary apparatus are:
   a. Wheelchairs;

   b. Walkers;

   c. Scooters;

   d. Reading devices for persons with visual disabilities;

   e. Equipment added to cars and vans to permit their use by the household member with a disability;

   f. Service animals, or

   g. Other items certified by a health care professional.

9. Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible.

   a. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense.

   b. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

10. Eligible attendant care includes, but is not limited to:

    a. Reasonable costs for home medical care;

    b. Nursing services;

    c. In-home or center-based care services;

d. Interpreters for persons with hearing impairments; and

e. Readers for persons with visual disabilities.

11. The household determines the type of attendant care that is appropriate for the person with disabilities.

12. Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time.

13. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the household, KH will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a household member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

14. No disability expenses may be deducted for payments to a member of the household. However, expenses paid to a relative who is not a member of the household may be deducted if they are not reimbursed by an outside source.

15. A medical professional must certify that disability assistance is necessary.

16. The household must certify that the disability assistance expenses are not paid or reimbursed by any other source.

17. KH determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality.

a. To establish typical costs, KH will collect information from organizations that provide services and support to persons with disabilities.

b. A household may present, and KH will consider, the household's justification for costs that exceed typical costs in the area.

I. Digital Bridge Program Deduction

All ~~elderly and disabled~~ voucher holders may be eligible for KH's Digital Bridge Program deduction. The Digital Bridge Program deduction is an annual deduction of four-hundred and eighty dollars ($480). Eligible households must provide documentation of internet connectivity at initial eligibility or regular recertification to be eligible for the deduction.

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Chapter 7. MTW Housing Choice Vouchers

A. Issuance Briefing

1. Once an applicant file is approved to receive a Housing Choice Voucher, KH will contact the household to schedule an Issuance Briefing, followed with an Issuance Appointment letter. The briefing must be conducted within ten (10) business days of the file being approved.

2. All adult household members are required to attend the issuance briefing.

    a. If they cannot attend the originally scheduled issuance briefing, they may request a rescheduled date.

    b. Failure to attend the scheduled meeting or call to reschedule (no show/no call) will result in the household being removed from all waiting lists.

    c. If the household requests to reschedule and fails to attend that rescheduled appointment, they will be denied admission.

3. The issuance briefing will cover at least the following subjects:

    a. Review and execution of the KH MTW Housing Assistance Contract which includes voucher issuance.

    b. Review of the household composition, income, assets, and deductions used in the calculation of the estimated subsidy;

    c. KH Income Limits and VPS amounts

    d. HUD Fact Sheet How Rent is Determined

    e. KH jurisdiction map

    f. Types of eligible housing;

    g. Household portability rights and KH's portability requirements;

    h. KH's Reasonable Accommodations (RA), Violence Against Women Act (VAWA), and Housing Discrimination policies.

    i. HUD Fraud Notice

4. Households denied admission for failure to attend an issuance briefing may request an informal review as described in Chapter 17.

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B. Voucher Term

The household has ninety (90) calendar days from the date of issuance to find suitable housing.

C. Extension of Voucher Term

1. If it appears that efforts are being made to obtain housing, KH will grant an additional thirty (30) calendar days for circumstances including, but not limited to:

    a. Extenuating circumstances of the household such as death or illness, which prevented the household from finding a unit.

    b. Previous submissions of Request for Tenancy Approval were disapproved.

    c. Household size or other special requirements which make it difficult to find a unit.

2. Requests for extensions beyond ninety (90) calendar days must be made in writing.

D. Tolling of Voucher Term

1. Tolling is an administrative process that suspends the term of the voucher under very specific circumstances.

2. The overall purpose of the tolling provision is to put the participant back in the position that he/she would have been absent from the event that triggered the tolling.

3. Tolling is applied in the following circumstances:

    a. The participant submits a Request for Tenancy Approval and due to circumstances beyond the participant's control, the process is delayed or the unit is no longer available;

    b. Household has filed a discrimination case against a potential owner/property manager – tolling only applies to the unit in question;

    c. As a reasonable accommodation;

    d. The participant head of household is hospitalized (documented); or

    e. Other extraordinary circumstances that are deemed by KH of a sufficient nature to raise an issue of fairness and therefore require additional time.

E. Housing Assistance Payment (HAP) Contracts

1. KH does not enter into a HAP contract with private landlords leasing to participants of any MTW HCV Income-based program.

2. Any MTW HCV Income-based household may elect to have their subsidy paid either directly to them or to the owner/property manager on their behalf.

    a. MTW HCV Income Based households that elect to receive the subsidy are

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responsible for the full amount of the rent owed to their owner/property manager.

b. MTW HCV Income Based who have their rent paid to the owner/landlord on their behalf are responsible for the remaining amount of the rent owed to their owner/property manager.

3. MTW HCV Stepped Subsidy participants will have their subsidy paid directly to them.

a. MTW HCV Stepped Subsidy households who receive the subsidy directly are responsible for the full amount of the rent owed to their owner/property manager.

4. Any voucher participant who fails to use their subsidy for rent will be terminated and required to pay all improperly used subsidy.

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Chapter 8. New Admission

The following chapter applies to participants in all KH tenant-based or project-based voucher programs.

A. Requirements to Lease

1. Keene Housing (KH) does not in any circumstance provide legal advice regarding the legality or execution of a lease. KH advises all participants to read and understand their lease prior to signing.

2. KH screens all leases to ensure consistency with the Request for Tenancy Approval:
   a. Household members
   b. Unit address
   c. Tenant paid utilities
   d. Fair Housing compliance
   e. Contract Rent

3. KH may refuse to accept a Request for Tenancy Approval for any unit owned by an owner that has:

   a. Committed fraud, bribery, or other corrupt or criminal acts in connection with a federal housing program;

   b. Engaged in any drug-related criminal activity or any violent criminal activity;

   c. A history or practice of non-compliance with the HQS or State/Local Sanitary Codes issues for units leased under the voucher program;

   d. Not reimbursed KH for monies owed;

   e. A history of failing to terminate the tenancy of tenants assisted under the voucher program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

      i. Threatens the peaceful enjoyment of the premises by other residents;

      ii. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

      iii. Is engaged in drug-related criminal activity or violent criminal activity.

   f. The owner has been found to be debarred, suspended, or subject to a limited denial of participation by HUD or KH.

4. KH will refuse to accept a Request for Tenancy Approval for any unit owned by an owner that has threatened the health or safety of other residents, employees of KH, or owner employees or other persons engaged in the management of the housing.

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5. If tenancy approval is denied, KH will advise the household in writing and of any actions they could take that would enable KH to approve the tenancy.

6. Housing assistance payments will be paid when all the following conditions are met:

   a. The unit is eligible;

   b. The unit passed initial HQS inspection;

   c. The household continues to meet all eligibility and screening criteria;

   d. The owner/property manager signs the Request for Tenancy Approval

   e. KH approves the leasing of the unit;

   f. Both parties sign the lease;

   g. KH receives a copy of the lease signed by both parties; and

   h. KH and the participant household sign a KH MTW Housing Contract.

7. The following types of housing cannot be assisted under the HCV Program:

   a. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

   b. College or other school dormitories;

   c. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

   d. A unit occupied by its owner. This restriction does not apply to cooperatives, shared housing or to assistance on behalf of a manufactured homeowner leasing a manufactured home space; and

   e. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

8. KH may approve a lease for any of the following special housing types, including a reasonable accommodation for a household with disabilities:

   a. Congregate housing

   b. Group homes

   c. Shared housing

   d. Cooperative housing

   e. Single room occupancy housing

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9. All the above housing types will require a HQS inspection by KH.

B. Responsibility to Screen

The owner is responsible for screening prospective tenants. KH will not incur liability nor will it have any responsibility for a household's behavior or suitability for tenancy.

C. Security Deposit

The owner may collect a security deposit from the tenant consistent with applicable New Hampshire state law and not more than amounts charged by the owner to unassisted tenants.

D. Lease Requirements

1. Owners must agree to an initial lease term of one (1) year, unless the owner requests a lease term less than one (1) year, but no less than six (6) months.

2. During this initial lease term, KH will not issue the household a Move Voucher unless;

   a. In response to a request for a reasonable accommodation;

      i. The owner/property manager may hold the tenant responsible for the terms of their lease.

   b. Need to move is VAWA related; or

   c. The owner/property manager agrees, in writing, to break the lease.

3. After the initial year, KH does not require copies of leases.

4. Owners must execute a lease directly with his/her tenant and a copy of the executed document must be supplied to KH prior to the commencement of subsidy payments.

5. The lease executed must be the same one provided with the Request for Tenancy Approval and approved by KH.

6. If KH fails to approve the owner's lease because of content, the owner may request that KH review a different lease.

7. If the participant and the owner agree to any changes in the lease the changes must be approved by KH, in writing, and the participant must give KH a signed copy of such changes within ten (10) business days.

E. Reasonable Rent

KH will determine rent reasonableness for all MTW HCV program participants.

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Chapter 9. Voucher Payment Standards

A. Voucher Payment Standard

1. The voucher payment standard (VPS) is the maximum monthly housing assistance KH will pay to an owner/property manager based upon the household's eligible unit size.

2. When issuing a voucher, the applicant (or participant if moving) must be given information on the minimum the household is expected to contribute to housing costs and the maximum subsidy that KH can pay. The estimated subsidy given is based on the bedroom size for which the household qualifies according to KH occupancy standards.

3. KH VPSs are reviewed and set at least once per year and because of KH's authority through Moving to Work, it has broad discretion in setting these standards. There is no 120% Fair Market Rent (FMR) limitation.

    a. While KH will provide justification when setting payment standards that are not between 90% to 120% of the current FMR, it is understood that the decision rests solely with KH. Factors that KH considers when setting the VPS include but are not limited to:

        i. Success rate of HCV holders; and

        ii. Prevailing market rents.

    b. The final VPS schedule must be approved by the Board of Commissioners prior to implementation.

4. The VPS for a household is the lower of:

    a. The VPS for the household unit size, which is defined as the appropriate number of bedrooms for the household under KH's occupancy standards; or

    b. The VPS for the size of the dwelling unit rented by the household.

5. The VPS set by KH pertains to units located within Cheshire County.

6. If a unit is rented outside of Cheshire County, KH uses the lesser of the KH VPS or the payment standard used by the local PHA.

7. The VPS that applies to a household when their initial lease is approved is the VPS in effect at the time the rent is negotiated with the owner. The VPS that applies to a household at the time of a regular recertification is the VPS in effect on the actual effective date of the regular recertification.

8. The VPS that applies to a household at the time of an interim recertification is the VPS in effect on the effective date of the interim recertification.

9. KH may approve an exception VPS if the households' rent burden exceeds 45% and negotiations with the landlord to lower the rent to reduce the household's rent burden

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below 45% have failed.

B. Utility Allowance Payment

KH does not make utility allowance payments.

C. Rent Burden

1. If a voucher household chooses a unit with a gross rent that exceeds KH's applicable VPS, the household will pay more than 30% AMI.

2. At initial occupancy, KH may not approve the tenancy if it would require the household share to exceed 45% of the household's AMI, except under the following circumstances:

    a. The participant can demonstrate that he/she has successfully been paying more than 45% of his/her income for rent.

    b. The participant has met with KH staff and has demonstrated to the satisfaction of the staff that he/she can meet this burden.

        i. KH may require the participant to provide documentation demonstrating the participant's ability to meet the proposed rent burden.

        If the household disagrees with the staff decision, a review by the Director of Voucher Programs or her/his designee may be requested in writing within ten (10) business days of the decision. This decision is final with no right of appeal.

D. Assistance for Mixed Households

1. HUD regulations prohibit assistance to ineligible household members. A mixed household is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible household members.

2. KH must prorate the assistance provided to a mixed household.

    a. KH will first determine TTP as if all household members were eligible and then prorate the subsidy based upon the number of household members that are eligible. To do this, KH must:

        i. Calculate the prorated housing assistance payment by dividing the HAP by the total number of household members, and then multiplying the result by the number of eligible household members.

        ii. Obtain the prorated household share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

        iii. The prorated tenant subsidy equals the prorated household share minus the full utility allowance.

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Chapter 10. THRIVE Program

The THRIVE Programs central premise is that to become economically independent, households must achieve the following five Foundational Proficiencies: **Household Stability, Wellness and Healthy Relationships, Education and Training, Financial Management, and Employment and Household Management**. While economic independence is the primary objective of the THRIVE program, KH recognizes that economic independence and programmatic success vary greatly from one household to another based upon each participant's educational, social, professional, and economic foundations and challenges.

THRIVE is an acronym describing the tenets of the program:

Transition: Emphasizes the program's focus on helping individuals transition to stable and self-reliant situations.

Holistic: Indicates a comprehensive approach that addresses various aspects of residents' lives, including housing, health, and personal development.

Resilience: Suggests building resilience in individuals, helping them overcome challenges and thrive despite adversity.

Independence: Highlights the program's goal of fostering self-reliance and independence among its participants.

Vitality: Implies a focus on overall well-being and vitality, promoting a healthy and fulfilling lifestyle.

Empowerment: Reflects the program's commitment to empowering residents to take control of their lives and make positive choices.

All work-able households will participate in the THRIVE program. Elderly and disabled households may elect to participate in the THRIVE program. Should the elderly and disabled household determine the THRIVE program requirements are not in line with their goals, that household may opt out of the program and have their subsidy calculated using the income-based method. Such a household will then remain income-based for the duration of their participation.

A. The THRIVE Program

1. All households receiving subsidy under the Stepped Subsidy program are required to participate in the THRIVE program. ~~There may be exceptions for households participating in the RCT Study.~~

2. Participating households are assigned a Community Support Specialist (CSS) who provides service coordination and case management to help households understand and remove the obstacles keeping them from achieving self-sufficiency.

B. The 3-Year Career Plan

1. Within sixty (60) calendar days from issuance of a MTW HCV or lease-up in a PBV unit, participants must fill out an assessment survey with their CSS to determine the Foundational Proficiencies in which the household will focus.

2. Once the assessment is completed, participants must attend a Goal Setting meeting with their CSS to develop the household's 3-Year Career Plan to set milestones and goals based

Commented [JM3]: There are exceptions, per Chapter 4 Eligibility G. Households who role Blue.

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on the results of the assessment.

a. All participants not employed, or employed part-time, are required to establish a full-time employment goal in their 3-Year Career Plan.

3. Once an individualized plan is developed, participants must attend quarterly meetings with their CSS to discuss the progress the participant has made since the last meeting and determine any barriers to success.

a. KH may not send a reminder to the household of their upcoming quarterly meeting. It is the participant's responsibility to keep track of their scheduled meetings. If the household cannot attend, they must notify their CSS and reschedule the meeting before the scheduled time.

b. KH may not reschedule a meeting if the household fails to attend and/or contact the CSS prior to the scheduled meeting time.

4. Once a household completes a 3-Year Career Plan, a new plan is established based upon the household's progress towards attaining economic self- reliance.

C. Development Grants and Rent Credits

1. KH provides two incentives to help participating households attain their goals:

a. Development Grants are provided to help offset the costs associated with some goals, such as education-related expenses.

i. Households may only use development grants for costs directly associated with their individualized plan and approved by their CSS.

ii. KH pays the development grant funds directly to the service provider.

iii. Grants are only good for the year issued; any funds not used at the end of a year are forfeited.

iv. Should a household use any portion of their development grant and fail to complete the associated task (for example to pay for a class then drop out or fail the class), the household will be required to reimburse KH the funds disbursed.

v. The household will enter into a payback agreement with KH to return the full value of the Development Grant.

vi. Households in a payback agreement for misused Development Grants are ineligible for future Development Grants or Rent Credits until such time as the terms of the payback agreement are fulfilled.

b. Rent Credits provide households who attain a milestone or goal a temporary reduction in the tenant share of rent. A Rent Credit is typically a portion of one month's rent.

i. The household and their CSS determine the Rent Credit's value and the month it is applied.

ii. Rent credits may not be used for any balances owed to KH or the household's owner/property manager.

D. Stepped Subsidy Calculation

1. The subsidy a household receives depends on:

a. The annual gross income level at admittance to the Stepped Subsidy Program;

b. The number of bedrooms for which the household qualifies;

c. The number of bedrooms in the rental unit; and

d. The number of years in the program.

2. Step 1 Subsidy

a. is the greater of 20% of the household's gross income or minimum rent ($125)

b. Households entering the program at Step 1 subsidy will remain at Step 1 for two (2) years.

3. Step 2 Subsidy

a. is calculated using the lesser of gross rent or VPS, minus 65% of the VPS rounded to the nearest ten (10) dollars for the household's approved bedroom size.

b. Households entering the program at Step 2 subsidy will remain at Step 2 for one year.

4. Step 3 Subsidy

a. is calculated using the lesser of gross rent or VPS, minus 45% of the VPS rounded to the nearest ten (10) dollars for the household's approved bedroom size.

b. Households entering the program at Step 3 subsidy will remain at Step 3.

5. Subsidy amounts may be adjusted annually to reflect changes in the VPS.

6. Households on Step 1 or Step 2 whose head, spouse, or co-head is employed at least part-time and enrolled in an accredited post-secondary program and maintaining a passing GPA as defined by the institution are eligible to have their subsidy 'frozen' at their current level if they continue to meet the eligibility criteria.

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a. Recertifications are not processed for HH's with 'frozen' subsidy. Recertifications resume when the HH no longer meets the eligibility criteria for 'frozen' subsidy. The effective date of the re-determined tenant share of rent will be the 1st of the month after thirty (30) days notification to the household.

7. If the subsidy amount meets or exceeds the contract rent, the subsidy will be capped at the contract rent.

8. KH pays the subsidy amount directly to the participant household, except for households living in KH PBV units or are receiving benefits through the Department of Health and Human Services (DHHS).

   a. The household is responsible for making full payment of rent to the owner/property manager.

   b. Failure to use the subsidy payment for rent will result in the household's termination from the program.

9. The minimum rent amount is $125.

10. Households who are experiencing a hardship may apply for Safety Net assistance providing they meet all the qualifications as defined in the section on Safety Net in this chapter.

11. KH adopts the utility allowance schedule determined annually by New Hampshire Housing Finance Authority (NHHFA). KH applies the utility allowance that is the lesser of:

    a. The actual unit size, or

    b. The authorized voucher size.

12. The utility allowance schedule in effect is applied to a household at initial certification and annual recertifications.

13. The utility allowance schedule that applies to a household at the time of an interim recertification is the utility allowance schedule in effect on the effective date of the last regular recertification.

14. Revised or updated utility allowances will be applied to a household's subsidy calculations at the next recertification after the allowance is adopted.

E. Compliance

1. Participants are required to provide specific documentation and attend quarterly meetings; failure to do so will result in a "Strike" for the missed meeting.

   a. KH sends a written notification to the household if a meeting is missed.

   b. The notice includes the total number of meetings the household has missed, and the total rent amount the household will be responsible for should their subsidy be terminated.

   c. Upon receiving three (3) strikes, the participant will be removed from the program and have their subsidy terminated.

d. KH disregards strikes after five (5) years.

2. Participants must demonstrate measurable progress towards attaining the goals in their 3-Year Career Plan at each quarterly meeting.

   a. Households who show an unwillingness for two (2) consecutive quarters to make measurable progress towards their goals will be removed from the program and have their subsidy terminated.

3. Participants who have their subsidy terminated due to THRIVE non-compliance have the same rights to appeal as any MTW HCV participant as described in Chapter 17.

F. Recertification

1. KH will conduct a full recertification of household income and composition at every step change, or when the CSS submits a referral for continued program eligibility.

2. Kh will schedule annual recertification to coincide with the household's anniversary date. KH will begin the process approximately one hundred twenty (120) days in advance of the scheduled effective date.

3. Anniversary date is defined as twelve (12) months from the effective date of the household's admission date or last annual recertification.

4. Full recertification for stepped subsidy households occurs by mail at each step change using KH's established verification hierarchy.

5. If the household transfers to a new unit, KH will process an interim recertification, and the anniversary date **will not** change.

6. Once a household reaches the final subsidy step, KH will continue to test program eligibility using EIV and participant provided third party documentation, if needed, at least annually.

7. KH will notify the household of the new tenant portion and stepped subsidy amount at least thirty (30) calendar days prior to the effective date of the recertification.

8. Households may not receive the 30 prior notification if verifications and recertification documents are received late.

9. Households whose effective recertification date is within the 180 calendar days of $0 HAP are not required to complete the recertification process.

G. Safety Net

The Safety Net (SN) program provides temporary relief to participating ~~THRIVE~~ households experiencing significant, unexpected increases in rent burden. SN is not meant to take the place of full-time employment for participants. Work-able participants are encouraged to find employment rather than use the SN program. SN is meant to be temporary assistance during times of economic hardship. SN applications must be submitted monthly unless KH approves a longer term. SN applications are reviewed by the SN Committee which consists of KH staff. The household does not have to attend the SN Committee meeting.

1. Eligibility guidelines

   a. Applicants must complete a SN application and provide supporting documentation by the 20th of the month prior to the month in which the assistance is needed.

   b. KH may consider applications received after the 20th in cases of unanticipated income

loss for Stepped subsidy households.

c. Applicants must meet all five (5) of the following criteria to be eligible for SN:
   i. In compliance with the MTW Housing Contract
   ii. If the applicant resides in a KH PBV unit, the applicant must be in compliance with their lease and not owe money to KH
   iii. If the applicant owes KH money, they must execute a Repayment Agreement and not be in default of the agreement
   iv. In compliance with the THRIVE program
   v. The applicant must be paying more than 45% of their gross income towards the rent and allowable utilities.

2. For mixed households, SN determination is based solely upon eligible household members.
3. Moving to a new step amount does not qualify a household for SN.
4. Households who are within the 180-day $0 HAP period with verified unforeseen changes in household composition or decreases in income may submit a SN application to request consideration to recalculate their housing assistance.
   a. SN subsidy will be calculated based upon the household's current circumstances
   b. If SN is approved, the household will return to the step level held at the beginning of the $0 HAP time frame.
5. Safety Net Committee
   a. The Safety Net Committee is comprised of KH staff
   b. Applications are presented by a Community Support Specialist to the Safety Net Committee
   c. The Safety Net Committee may require an applicant to complete a Career Plan as part of accepting the additional housing assistance. This Career plan may include, but is not limited to:
      i. Training program participation
      ii. Proof of an active job search
      iii. Updated financial plan
      iv. Proof of volunteer activities
      v. Additional meetings with CSS
      vi. Other activities as deemed appropriate
6. Safety Net Tenant Payment
   a. The Safety Net Committee has several options to help eligible households depending on each household's circumstances. The Committee can choose any combination of the following:
      i. Set the household's tenant payment temporarily to the greater of minimum rent or 30% of gross income

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ii. Extend the period of SN for which the household was previously approved.

~~ii.~~iii. Recommend a payment plan for the tenant with their Property Manager or landlord.~~1~~

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Chapter 11. Continued Participation

A. Eligibility for Continued Participation

1. All adult household members must be in full compliance with the household's Keene Housing's (KH) Housing Contract.

B. $0 HAP Threshold

1. If KH determines that 30% of the household's AMI exceeds the gross rent or the eligible VPS for their unit a household meets this rent burden test, an interim recertification must be processed to reduce the household's HAP to $0 for one-hundred eighty (180) calendar days.

2. After 180 calendar days with no changes in household income, KH considers the household economically self-sufficient, and subsidy is discontinued. If during the 180 calendar days $0 HAP period, the household has an unanticipated reduction in income they may request a full recertification to determine continued eligibility.

3. Households whose recertification effective date is within the one-hundred and eighty (180) calendar days of $0 HAP are not required to complete the recertification process.

4. A household engaged in the loan approval process of purchasing a home may request an extension of the $0 HAP period an additional one-hundred and eighty (180) calendar days.

5. Households within the 180 day $0 HAP period may have their eligibility for HAP redetermined when KH adjusts its' voucher payment standards.

6. PBV households within the 180 day $0 HAP period may not transfer to a new unit.

C. Adding or Removing Household Members

1. All households must report all changes in household composition within ten (10) business days.

2. All household composition changes must be approved by KH, except as noted in item 4, below, prior to the individual(s) moving into the unit.

3. KH will conduct interim recertifications to account for any changes in household composition that occur between annual recertifications.

   a. KH may verify changes in household composition using third party verifications.

   b. If household composition decreases to the point where the household is over-housed, KH will only pay for the subsidy for which the household is now eligible per the policies described in Chapter 7.

   c. If household composition decreases to the point where the household is over-housed, KH will only pay the utility allowance for which the household is now eligible.

d. The decrease in subsidy and/or utility allowance under the above circumstances is effective thirty (30) days after verification of the household change.

4. The addition of a household member because of birth, adoption, or court- awarded custody does not require KH approval, however; the household is required to notify KH of the addition within ten (10) business days.

   a. Households must request KH approval to add a new adult household member, live- in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than fourteen (14) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period, and therefore no longer qualifies as a "guest."

   b. Otherwise, the head of household must request to have the guest added to the household. The proposed new household members must meet all eligibility criteria. (Chapter 4)

5. KH will make its determination within ten (10) business days of receiving all information required to verify the individual's eligibility.

6. If KH determines that an individual does not meet eligibility criteria, the household will be notified in writing of the decision to deny approval of the new household member and the reasons for the denial within ten (10) business days of the determination.

7. If a household member ceases to reside in the unit, KH must be notified within ten (10) business days. This requirement also applies to household members who have been considered temporarily absent and are now permanently absent.

8. Any change in household composition after twelve (12) months from the commencement of housing assistance will result in KH testing the household for continued eligibility, including determining if the household meets the $0 HAP threshold.

D. Remaining Household Members

1. Except for vacating upon termination of a lease by the owner/property manager or termination of participation by KH, if the head of household vacates the unit for any reason including, but not limited, to divorce, separation or death;

   a. Remaining household members must report the departure within ten (10) business days.

   b. Once reported, KH will notify remaining household members, in writing, that they must select a new head of household.

      i. A replacement Head of Household must be selected and reported within twenty (20) business days of notification by KH.

      ii. If twenty (20) business days after notification, no Head of Household has been selected, KH will proceed with an action to terminate participation.

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2. The following factors may be considered when a remaining adult or emancipated minor applies to become the head of household:

   a. Reports the departure of the head within ten (10) business days of the occurrence as required;

   b. Has been listed on the lease for at least two (2) years, or since admission, or since the beginning of the head of household's tenancy (if less than two (2) years from admission);

   c. Has reported all income as required by KH policy;

   d. Has not violated any MTW HCV Obligations of the Family

   e. Has not committed any serious or repeated violation(s) of the lease agreement during their tenancy;

   f. Those under 18 must provide proof of emancipation, including but not limited to: marriage license, divorce decree, court-ordered emancipation, or military enlistment or discharge papers;

   g. If occupying a Project-Based unit that is no longer of appropriate size, agrees to accept a HCV and relocate within one-hundred twenty (120) calendar days of issuance; and

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

      For example, if the former head of household is arrested for drug possession and KH moved to terminate participation or the owner terminates the tenancy, following which, the head of household moves out. KH may decide not to accept a new head of household and continue with the action to terminate participation.

3. For a remaining adult or emancipated minor to become the head of household the household member seeking to become head of household must meet the eligibility requirements set forth in Chapter 4.

4. An adult who becomes the guardian or caretaker of the remaining household members who are minors may apply to become head of household and must meet the eligibility requirements set forth in Chapter 4.

5. If KH receives a request to become head of household from multiple individuals in the household, the policies outlined below in "Household Break Up" apply.

E. Household Break Up

1. If a household breaks into two otherwise eligible households, only one of the new

households will continue to be assisted.

2. When notified of a household break up, KH may request written statements from both sides regarding the requested disposition of the voucher.

   a. If there is no dispute between the parties, KH will re-issue the voucher as requested.

   b. If there is a dispute regarding the disposition of the subsidy, KH will rely on any court decree concerning the disposition of the voucher.

   c. In the absence of a judicial decision or an agreement among the original household members, KH will determine which household will retain the housing assistance taking into consideration any or all of the following factors:

      i. The interest of any minor children, including custody arrangements;

      ii. The interest of any ill; elderly; or disabled household members;

      iii. Any possible risks to household members as a result of domestic violence or criminal activity;

      iv. The recommendations of social service professionals.

   d. If either party disagrees with the decision of KH, they may request an informal hearing. Both parties may participate in the informal hearing process. The decision of KH will be binding on both parties.

3. The HUD definition of household includes the remaining member of a tenant household, which is a member of a participant household who remains in the unit when other members of the household have left the unit. Household members who are designated as live- in aides, foster children, and foster adults do not qualify as remaining members of a household.

4. If dependents are the only “remaining members of a tenant household” and there is no household member able to assume the responsibilities of the head of household, KH will take the following actions:

   a. If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker is not considered a household member until a determination of custody or legal guardianship is made.

   b. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for ninety (90) calendar days.

   c. After the ninety (90) calendar days, the caretaker will be considered a household member unless information is provided that confirms the caretaker’s role is temporary. In such cases, KH will extend the caretaker’s status as an eligible

visitor.

d. At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household.

e. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

f. Once a caretaker is determined to be a household member, KH may assist the family at the caretaker's initial unit if it is a rental unit and it meets KH requirements.

F. Guests

1. A guest cannot remain in a KH PBV unit any longer than fourteen (14) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period without written consent of the owner/property manager.

2. Guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the KH Housing Contract.

G. Extended Absences

1. Absence means that no member of the household is residing in the unit. The household may be absent from the unit for up to thirty (30) calendar days.

2. The household must provide written notification to KH for absences exceeding thirty (30) calendar days. The written notification must include expected dates of absence, reason for absence, and contact information while absent.

3. Permission from KH is needed for absences exceeding three (3) months. In the case of permission being needed, KH will decide within five (5) business days of the request. An authorized absence may not exceed one- hundred eighty (180) consecutive days.

4. A household who is absent from their unit for more than one-hundred eighty (180) consecutive days is considered permanently absent and is no longer considered an eligible household and assistance will be terminated.

   a. Generally, an individual who is or is expected to be absent from the unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a household member.

   b. Generally, an individual who is or is expected to be absent from the unit for more than 180 consecutive days is considered permanently absent and no longer a household member. Exceptions to this general policy are discussed below.

5. When someone who has been considered a household member attends school away from home, the person will continue to be considered a household member unless information

becomes available to KH indicating that the student has established a separate household, or the household declares that the student has established a separate household.

6. When military personnel who have been considered a household member and are temporarily stationed away from home, the person will continue to be considered a household member unless information becomes available to KH indicating that the individual has established a separate household or the household declares that the individual has established a separate household.

7. If a child has been placed in foster care, KH will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a household member.

8. An employed head, spouse, or co-head absent from the unit more than one- hundred eighty (180) consecutive days due to employment will continue to be considered a household member.

9. An individual confined to a nursing home or hospital on a permanent basis is not considered a household member.

10. An individual incarcerated due to a criminal conviction is considered permanently absent and is no longer a household member.

11. If there is a question about the status of a household member, KH will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The household may present evidence that the household member is confined on a permanent basis and request that the person not be considered a household member.

12. The household must request KH approval for the return of any adult household members that KH has determined to be permanently absent.

13. If absent for more than one-hundred eighty (180) consecutive days, the individual is subject to the eligibility and screening requirements discussed in Chapter 4.

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Chapter 12. Recertification

Keene Housing (KH) requires participating households to provide all requested documentation during the recertification process. If the documentation is not provided within the time frame requested by KH the household will be in violation of their housing contract and may be terminated in accordance with the policies in Chapter 18.

A. Income-Based Subsidy Recertification

1. For households receiving income-based subsidies, KH recertifies income and household composition annually or triennially depending upon the program.

2. The household's income source (s) and assets determine the type of recertification conducted:

   a. For households with assets less than $50,000 and fixed income, KH applies the annually published Cost of Living Adjustment (COLA) to determine income, tenant portion, and subsidy.

   b. For households with income in addition to those listed above, and/or assets greater than or equal to $50,000, KH conducts a full recertification using the verification hierarchy found in Chapter 6.

3. KH verifies 90% of the household's income is from fixed income sources at the beginning of the initial year of assistance.

   a. In years two (2) and three (3) the family certifies that their fixed income sources have not changed and is still made up of at least 90% from fixed income sources. In years two (2) and three (3), KH will process the recertifications using the Cost-of-Living Adjustment (COLA) that is applicable to that income source.

   b. If fixed income sources change in years two (2) or three (3), KH will conduct an interim recertification to determine if the household is still eligible for the streamlined recertification.

   c. If the household does not meet the income requirement of 90% from fixed sources, KH will conduct the full recertification annually until household income returns to 90% from fixed income sources.

B. Scheduling Annual Recertification

1. KH will schedule annual recertification to coincide with the household's anniversary date. The anniversary date is twelve (12) months from the admission date or twelve (12) months from the last annual recertification.

2. KH will begin the annual recertification process approximately one- hundred twenty (120) calendar days in advance of the scheduled effective date.

3. If the household transfers to a new unit, the anniversary date will be changed to reflect the new lease-up date.

4. Households whose recertification effective date is within the 180 calendar days of $0 HAP are not required to complete the recertification process.

C. Notification of and Participation in the Recertification Process

1. Full recertifications for IB households are conducted annually or triennially by mail.

2. COLA recertifications are processed annually utilizing EIV, Health and Human Services data, and self-declared asset information to determine total tenant payment and subsidy.

   a. KH will apply the above information and notify the household of the new tenant portion and subsidy amount at least thirty (30) calendar days prior to the effective date of the recertification.

   b. Upon receiving notification of new tenant portion and subsidy, households must contact KH to report any changes in income, assets, or household composition at the latest within ten (10) business days of the effective date of the recertification.

D. Affordable Housing Preservation Program Recertification

1. KH conducts a full recertification of household income and composition every three (3) years.

2. In conducting full recertification for households under AHPP, KH follows the policies set forth in sections below.

3. Elderly/Disabled households may be eligible for a COLA recertification if they meet the criteria set in Section A. of this Chapter.

4. KH does not conduct interim recertifications for households in the AHPP program due to verified voluntary termination of employment between recertifications.

5. KH does not conduct interim recertifications for households in the AHPP program due to increases in income between recertifications.

E. Effective Dates

1. In general, an increase in the tenant rent that results from a recertification will take effect on the household's anniversary date, and the household will be notified at least thirty (30) days in advance.

   a. If less than thirty (30) days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the thirty (30) day notice period.

   b. If KH chooses to schedule a recertification for completion prior to the household's anniversary date for administrative purposes, the effective date will be determined by KH but will always allow for the thirty (30) day notice period.

2. If the household causes a delay in processing the recertification, increases in the

household share of the rent will be applied at the effective date of the recertification. This could be a retroactive date.

a. The household will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 5.

b. Delays caused by the household may result in forfeiture of the thirty (30) day notice of increase in tenant payment.

c. If a household fails to provide any required information or documents by the recertification date their housing assistance will be terminated.

F. Adjusting Subsidy and Tenant Portion Between Regular Recertification – Interim Recertification

1. KH conducts an interim recertification for income-based subsidy households only during the following circumstances:

   a. Household composition changes

      i. Upon written notification of the birth, adoption or court-awarded custody of a child

      ii. Upon notification in writing when any household member no longer resides in the household.

      iii. Upon written notification to add an adult member to the household

   b. $50 or more decrease in monthly gross income

   c. Household member moving from unemployment to employment

   d. Household member returning to employment after medical leave or begins to receive unearned income such as but not limited to:

      i. Social Security

      ii. Social Security Disability Insurance

      iii. Welfare benefits

      iv. VA benefits

2. KH must conduct the interim reexamination within a reasonable time after the household request.

3. If the household share of the rent is to increase, the increase is effective on the first of the month following thirty (30) calendar days' notice to the household.

   a. If a household fails to report a change within the required timeframes or fails to

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provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The household will be responsible for repaying overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 6~~5~~.

4. If the household share of the rent is to decrease, the new tenant portion is effective on the first day of the month following the interim recertification.

5. Households are required to report all increases in income, including new employment, and changes in household composition.

~~a. Households are not required to report any other changes in income or expenses.~~

~~b.~~a. If a household reports a change that it was not required to report and that would result in an increase in the tenant rent, KH will note the information in the tenant file but will not conduct an interim recertification.

~~c.~~b. If a household reports a change that it was not required to report and that would result in a $50 decrease in gross household income, KH will conduct an interim recertification.

~~d. Households may report changes in income or expenses at any time.~~

6. The household may notify KH of changes in writing.

7. For households receiving income-based subsidy, KH must recalculate the subsidy amount based on the income information received during the recertification process.

~~7.~~8. Generally, the household will not be required to attend an interview for an interim recertification. However, if KH determines that an interview is warranted, the household may be required to attend.

~~8.~~9. Based on the type of change reported, KH will determine the documentation the household will be required to submit.

~~9.~~10. When processing~~KH must make the~~ interim recertifications, KH will only make changes to the reported and verified request. ~~within a reasonable time after the household request.~~

~~10. If the household share of the rent is to increase:~~

~~a. The increase generally will be effective on the first of the month following thirty (30) calendar days' notice to the household.~~

~~b. If a household fails to report a change within the required timeframes or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The household will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 5.~~

Commented [JM5]: What do we mean here? Can we clarify a little?

Commented [EW6R5]: It means we only change/update the specific item/issue that caused us to do the Interim, we don't change anything else.

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~~11. If the tenant share of the rent is to decrease:~~

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~~a.~~ ~~The~~ decrease will be effective on the first day of the month following the month in which the change was verified. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

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~~G. Recalculating Tenant Subsidy~~

~~1. For those households receiving income-based subsidy, KH must recalculate the subsidy amount based on the income information received during the recertification process and notify the household of the changes. While the basic policies that govern these calculations are provided in Chapter 10, this part lays out policies that affect these calculations during a recertification.~~

~~2. Unless KH is required to revise utility allowances retroactively, revised utility allowances will be applied to a household's subsidy calculations at the first recertification after the allowance is adopted.~~

~~3. KH will give the household written notice stating any change in the amount of tenant subsidy, and when the change is effective.~~

~~H.~~G. Discrepancies

1. During an annual or interim recertification, KH may discover that information previously reported by the household was in error, or that the household intentionally misrepresented information. In addition, KH may discover errors made by KH.

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~~1.~~2. When errors are discovered that resulted~~ing~~ in the overpayment or underpayment of ~~subsidy are discovered,~~HAP, corrections will be made in accordance to the following:

a. If KH underpaid HAP to the household due to a KH error, KH will immediately disburse a check to the household.

b. If KH overpaid HAP due to a KH error, KH will correct the issue moving forward and not ~~try to~~ recapture the overpayment.

c. If KH overpaid HAP because the household misrepresented information, KH will recapture the overpayment per the payment agreement policies outlined in Chapter ~~6~~5.

i. The household may be subject to penalties including termination of assistance (Chapter 18), referral to a collection agency, and possible prosecution.

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Chapter 13 Moves

This chapter applies to all MTW HCV and Special vouchers. Refer to Chapter 16 for MTW PBV.

A. Allowable Moves

1. KH may allow the household to move to a new unit if:
    a. The assisted lease for the current unit has terminated.
    b. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant.
    c. The tenant has given notice of lease termination consistent with the lease terms.
    d. The owner has given the tenant written permission to break the lease.
2. The move voucher is subject to all provisions applicable to the issuance of a new MTW HCV as set forth in Chapter 7.

B. Restrictions on Moves

1. Unless permitted by the owner/property manager in writing, participating households cannot move to another unit within the initial lease period.
2. KH issues the household a Move Voucher if the household:
    a. Does not owe KH, any other authority, or their current owner/property manager money,
    b. Has not violated the KH Housing Contract,
    c. Is in good standing in the THRIVE, if applicable.
3. If the move is necessitated for a reason other than household choice, the lease period requirement will be waived.

C. Housing Assistance Payments (HAP)

KH only provides a housing assistance payment for the days the unit is occupied.

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Chapter 14. Portability

A. Portability Requests – Port-Ins

1. KH will accept port-in requests if a family chooses to relocate within KH's AOO.
    a. KH requires that the family contact the initial PHA to request their Port file be sent to KH via email with a valid voucher. KH contacts the initial PHA for further portability documents, if necessary.
    b. KH uses its own VPS to determine the appropriate voucher size for a household that will be administered by KH.
    c. KH may delay approval of the unit or issuance of the HCV if the household does not comply with KH procedures (such as completing disclosure forms or certifications).
    d. Households porting into KH's AOO are subject to the same tolling policies as other HCV households as outlined in Chapter 7.
2. KH has the option to either administer or absorb the port
    a. KH will notify the initial PHA of the decision to administer or absorb within ten (10) business days of acceptance of the port-in request.
    b. If KH chooses to absorb a household porting into KH's AOO, the household is subject to all MTW requirements, including THRIVE and RCT if eligible.
    c. If KH chooses to administer a household porting into KH's AOO, the household is subject to MTW requirements, including THRIVE and RCT.

B. Portability Requests - Port-Outs

1. Applicant families are allowed to port out upon issuance provided that the head of household or spouse was a resident of Keene's AOO at the time of initial application and that all other portability requirements are met.
2. Non-resident applicant households are required to reside in KH's AOO for the first twelve (12) months of their participation.
3. Households assisted through any tenant-based MTW HCV, except for FYI, Pathway and H4S are eligible to port-out of KH's AOO after the first twelve (12) months of participation.
4. Elderly and disabled households residing in a KH PBV unit and determined eligible for a Mobility Voucher (twenty-four months of residency) are permitted to port-out of KH's AOO for any reason.
5. When KH approves a household for port-out, KH will:
    a. Issue a new voucher to the household

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b. Request that the household provide information on the area they want to live.

6. Portability and Moving to Work: A household that elects to move outside of KH's jurisdiction will no longer be subject to the MTW requirements.

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Chapter 15. Housing Quality Standards

A. General Inspection Guidelines

1. All units must meet HUD Housing Quality Standards (HQS).
2. Housing assistance payments will only begin after the unit has passed a HQS inspection.
3. The household must allow Keene Housing (KH) to inspect the unit at reasonable times with reasonable notice.

B. Types of Inspections

1. There are four types of inspections KH will perform:
   a. Initial/Move-in: Conducted upon receipt of Request for Tenancy Approval
   b. Regular: Conducted on a regular basis according to KH policy
   c. Special/Complaint/Exit: At request of owner, household or an agency or third party
   d. Quality Control

C. Initial HQS Inspection

1. When KH receives a completed and signed *Request for Tenancy Approval* an initial HQS inspection is scheduled.
2. Initial inspections are conducted by KH staff.
3. Any unit that is occupied by a child under the age of six must comply with federal lead paint laws. Housing assistance payments will not be made for units that do not meet the requirements of this section.
4. Regardless of whether or not a child under the age of six will occupy the unit, the household must be provided with *Protect Your Household from Lead in Your Home* and an acknowledgment form signed by the head of household must be executed.
5. PHAs are required to provide a list of HCV target housing addresses to city officials at least quarterly.
6. Once KH receives a complete *Request for Tenancy Approval*, a good faith effort will be made to inspect and notify both the owner and household of the results within ten (10) business days. On an initial HQS inspection, the owner will be given up to fifteen (15) business days to correct the items noted in the event of inspection failure. At its discretion, KH may extend beyond the fifteen (15) business days, for a period not to exceed thirty (30) business days. In these cases, units that fail the second inspection will not continue toward lease up.

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7. It is the owner's responsibility to contact the inspector prior to the deadline to report the items corrected and if necessary, schedule another inspection.

8. Depending on the severity of the failed items, the inspector may or may not require a physical re-inspection.

9. If the time given by the inspector to correct the repairs has lapsed, the unit is disapproved, and the household must select another unit.

10. If the unit fails a required re-inspection, the unit is disapproved, and the household must select another unit.

D. Regular HQS Inspections

1. For the purposes of regular HQS inspections, KH has divided its voucher properties into two separate and distinct groups. The first group includes any units subject to a stricter inspection protocol than HQS; the second group consists of MTW HCV vouchers.

2. KH accepts alternate certification of HQS compliance for properties that pass a stricter inspection protocol than HQS (ex. HOME, LIHTC, or REAC).

3. Units owned by KH or its affiliates not subject to a stricter inspection protocol are inspected for HQS compliance at turnover by HQS certified KH staff.

4. Properties that fail any HQS, or alternate, inspection are subject to an annual HQS inspection until such time that all units pass an inspection.

5. Properties that pass ~~an annual~~the initial HQS, or alternate~~,~~ inspection move to a biennial inspection schedule for as long as that property continues to pass HQS inspections.

~~6. Each group has a separate set of sampling/time requirements for HQS inspections. Please see Appendix V for KH inspection protocols.~~

E. Special/Complaint Inspections

1. If at any time the household or owner notifies KH that the unit does not meet Housing Quality Standards, KH will conduct an inspection.

2. KH may also decide to conduct an inspection based on information from third parties, such as neighbors or public officials.

3. KH will inspect only the items that were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

F. Quality Control Inspections

Supervisory personnel or designee who have not been involved in routine inspections will monitor the quality of KH's inspections, by re-inspecting five (5%) percent of all initial and annual

inspections performed each quarter.

1. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

2. The sampling of units will include recently completed inspections (within the prior three months), a cross-section of neighborhoods, and a cross-section of inspectors.

G. Time Standards for Repairs

1. Emergency items, which endanger the household's health or safety, must be corrected by the owner (or the household in cases of tenant-caused emergency failures), within twenty-four (24) hours of notification.

2. For non-emergency items, repairs must be made within thirty (30) calendar days of notification.

   a. At its discretion, KH may approve an extension beyond thirty (30) calendar days.

3. KH may grant an extension in lieu of abatement on non-emergency items in the following cases:

   a. The owner has a good history of HQS compliance; or

   b. The failed items are minor in nature; or

   c. There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services; or

   d. The owner makes a good faith effort to make the repairs; or the repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds; or

   e. The repairs must be delayed due to climate conditions.

H. Failed Inspections – Emergencies

1. The following items are considered of an emergency nature and must be corrected by the owner or household (whoever is responsible) within twenty - four (24) hours of notice by the inspector:

   a. Any condition that jeopardizes the security of the unit

   b. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling

   c. Natural gas or fuel oil leaks

   d. Any electrical problem or condition that could result in shock or fire

e. Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit

f. Utilities not in service, including no running hot water

g. Conditions that present an imminent possibility of injury

h. Obstacles that prevent safe entrance or exit from the unit

i. Absence of a functioning toilet in the unit

j. Inoperable or missing smoke detectors

k. Inoperable or missing carbon monoxide units

I. Determination of Responsibility for HQS Deficiencies

1. Certain HQS deficiencies are considered the responsibility of the household:
   a. Tenant-paid utilities not in service; or

   b. Failure to provide or maintain household-supplied appliances; or

   c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

      i. "Normal wear and tear" is defined as items that could not be charged against the tenant's security deposit under state law or court practice.

2. The owner is responsible for all other HQS violations.

3. The inspector will decide regarding the owner or household responsibility during the inspection.

J. Household-Caused HQS Violations

1. If an emergency HQS violation is determined to be the responsibility of the household, KH will require that the household either make repairs or corrections within 24-hours or arrange with the owner to have the repairs or corrections completed within 24 hours.

   a. Once the repairs or corrections are made, it is the responsibility of the household to notify KH.

   b. KH will not pay subsidy on the unit for any period beyond the initial 24- hour grace period while the emergency violations are outstanding.

      i. Unlike when KH abates for HQS violations that are determined to be the responsibility of the owner, KH abates the subsidy for only the period that the violations extend beyond the 24-hour grace period.

   c. If the emergency repairs are not made within five (5) business days from the date of the inspection, KH will move to terminate the household's participation.

d. Extensions for good cause may be granted in accordance with #4 below.

2. If a non-emergency violation of HQS is determined to be the responsibility of the household, KH will require that the household either make repairs or corrections within thirty (30) calendar days or arrange with the owner to have the repairs or corrections completed within thirty (30) calendar days.

   a. Once the repairs or corrections are made, it is the responsibility of the household to notify KH.

   b. KH will not abate the subsidy solely for non-emergency HQS violations determined to be the responsibility of the household.

   c. If any household caused non-emergency repairs are not made within thirty (30) calendar days, KH will terminate the household's participation.

3. When emergency or non-emergency violations of HQS are determined to be the responsibility of the household, KH will take prompt and vigorous actions against the household to enforce HQS standards and to correct household caused violations.

4. Extensions in these cases may be granted on a case-by-case basis at the sole discretion of KH. Any extension that is granted must be in writing.

5. Household-caused HQS violations remedied within the allotted time frame (including extensions) will not result in termination of assistance, if the remedy satisfies HQS.

K. Units with Unresolved HQS Fail Status

1. When KH fails a unit for HQS deficiencies that are determined to be the responsibility of the owner, it is the responsibility of the owner to notify KH in writing that the deficiencies have been corrected.

2. When KH fails a unit for emergency HQS deficiencies that are determined to be the responsibility of the owner, and the owner fails to correct the emergency conditions as required by KH, the housing assistance payment will discontinue, and KH may issue a move voucher for the household following the initial twenty -four (24) hour grace period.

3. When KH fails a unit for non-emergency HQS deficiencies that are determined to be the responsibility of the owner, and the owner fails to correct the conditions within thirty (30) calendar days as required by KH, the housing assistance payment will discontinue starting the first of the month following the initial thirty (30) calendar day grace period and KH will issue a move voucher for the household.

4. Once notified that the deficiencies have been corrected, KH will have five (5) business days to verify that the work has been completed. Only one re-inspection will be allowed per month.

5. If KH inspects the unit to verify that the deficiencies have been corrected, any new deficiencies noted cannot be used to extend the current abatement period.

L. Rent Increases When Units Are in Failed Status

KH will not approve a rent increase for any unit that is considered in violation of HQS standards for deficiencies attributable to the owner.

M. Lead Rule in Housing Choice Voucher program

1. If KH is notified of a child with an elevated blood lead level (EBLL), KH will:

    a. Within fifteen (15) calendar days of being notified, KH will complete an environmental investigation and will immediately provide the report to the owner.

    b. The investigation will be performed by an EPA, state certified, risk assessor.

    c. If the notification comes from someone other than the medical health care provider, KH will immediately verify the information with the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP). If that request is denied, KH shall send the documentation of the denial to the HUD rental assistance program manager who will try to verify the information.

    d. If the child identified as having an EBLL is no longer living in the unit when KH receives notification, but another household receiving tenant- based assistance is living in the unit or is planning to live there, the requirements apply just as if the child still lives in the unit.

2. Within thirty (30) days of receiving the report of the environmental investigation, the owner will complete the reduction of identified lead-based hazards in accordance with 35.1325 or 35.1330.
    a. The reduction is considered complete when clearance is achieved in accordance with 35.1340.

    b. KH staff cannot complete the clearance in this instance.

    c. If the owner does not complete the lead-based paint hazard reduction, the dwelling unit is in violation of the HQS standards of 24CFR 982.401.

    d. The owner is required to provide the HUD field office documentation that it conducted the required activities within 10 business days of the deadline for each activity.

        i. Allow environmental investigation to be completed within 15 calendar days of being notified.

        ii. Complete the reduction of identified lead-based paint hazards within thirty (30) days of the receipt of the environmental investigation which identifies lead-based paint hazards in accordance with 35.1325 or 5.1330.

        iii. Notify building residents of any lead-based paint hazards evaluation or reduction activities in accordance with 35.125.

Contents

A. Overview

The Project-Based Voucher (PBV) Program is a critical tool for preserving and expanding affordable housing opportunities in the Monadnock Region. The Keene real estate market poses significant affordability challenges for low – and moderate- income households. The low rental housing vacancy rate severely limits the supply of affordable housing units. Keene Housing and its non-profit partners use the PBV program to offset these market pressures to ensure that the region remains affordable to low – to moderate-income households.

B. Maximum Amount of PBV Assistance

In keeping with KH's overall philosophy to assure continued availability of long-term affordable housing opportunities in the region, KH has utilized its MTW authority to waive the limits on PBV participation in 24 CFR 983.6 and 983.56, which cap the amount of allocated budget authority that can be project based and the percentage of PBV units in each building, respectively.

C. Project Selection Criteria

There are four (4) potential paths to obtain PBV assistance for a property:

1. Consistent with KH's MTW Agreement, properties owned and/or managed directly or indirectly by KH may be selected at any time for PBV assistance without competition and without HUD approval.

2. Projects selected through a Request for Proposals (RFP) process.

3. KH may select a proposal for housing assistance under a government program that requires competitive selection of proposals (e.g., HOME and units for which competitively awarded Low Income Housing Tax Credits (LIHTC) have been provided).
   a. The proposal must have been selected in accordance with such program's competitive selection requirements and;

   b. The selection must have occurred within three years of the PBV proposal selection date.

4. Expiring use properties that receive enhanced vouchers through Section 8 of the U.S. Housing Act convert to PBV assistance through KH's Affordable Housing Preservation Program (AHPP).

D. Housing Types

KH may attach PBV assistance to existing, newly constructed, or rehabilitated housing units in accordance with an owner/developer proposal and a KH commitment letter.

1. To be considered existing housing, the units must substantially comply with HQS at the time of project selection.

2. There are no minimum or maximum rehabilitation expenditure thresholds.

E. Subsidy Layering Requirements

Except in the case of existing housing, KH may not enter into a PBV Housing Assistance Payments Contract until HUD or an independent entity approved by HUD has conducted a subsidy layering

review and has determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

F. Site Selection Standards/Environmental Review

Except for existing housing, PBV assistance will not be attached to any property that has not sought and obtained all required site approvals from the local government. Issuance of a building permit and/or receipt of a Certificate of Occupancy will constitute affirmative evidence that the local government has provided public notice of the development, has accepted public input and that the property meets all land use and environmental restrictions.

G. KH Owned and Managed Properties

1. As noted above and in Attachment C of KH's MTW Agreement with HUD and expanded upon in subsequent HUD approved MTW Plans, properties owned and/or managed directly or indirectly by KH may be selected at any time for PBV assistance without competition and without HUD approval.

2. KH staff determines initial compliance with HQS as noted in Chapter 15 of this Plan.

    a. For new construction, a Certificate of Occupancy issued by the local government is required prior to initial occupancy.

    b. For existing housing, the unit must pass an inspection consistent with KH's inspection policy as stated in Chapter 15.

3. Rent reasonableness is determined by KH staff with the understanding that properties owned directly or indirectly by KH will not be paid at a substantially higher rate than other Project-Based properties in KH's portfolio unless the higher rate was necessary to:

    a. Serve a special population such as seniors or individuals with disabilities residing in assisted living facilities and/or;

    b. Develop affordable housing in those areas in our jurisdiction with little or no affordable housing opportunities.

H. Project Selection

Once KH has selected a project for PBV assistance, a Letter of Commitment is forwarded to the owner/property manager. The letter of commitment supersedes and replaces HUD's Agreement to Enter into a Housing Assistance Payment Contract. At a minimum, the Letter of Commitment will indicate the following:

1. Method by which the PBV assistance was awarded, for example through an RFP process or through the expiring use preservation program.

2. The number of Project-Based vouchers awarded.

3. The unit size breakdown of the awarded vouchers.

4. The initial rent level for each voucher size that is awarded.

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5. Breakdown of utilities to be paid by the owner/property manager for each voucher size awarded.

6. Proposed length of the Housing Assistance Payments (HAP) Contract.

7. A commitment by KH to promptly enter a HAP contract as soon as the units have been completed and have passed HQS inspections.

8. At the discretion of KH, additional terms may be negotiated and added to the Letter of Commitment.

I. Housing Assistance Payments (HAP) Contract

1. KH uses the HUD supplied HAP contract which may be modified at KH's discretion.

2. All HAP contracts are executed for a period that is no less than one year and no more than twenty years and the options to renew are at the discretion of KH.

3. HAP contracts are executed as soon as possible but in no event will KH execute a contract prior to all units passing an HQS inspection.

4. Units occupied by families whose income has increased during their tenancy resulting in the tenant rent equaling the rent to the owner, will be removed from the HAP Contract one hundred and eighty (180) days following the last housing assistance payment on behalf of the family.

    a. In fully assisted projects KH will reinstate the unit removed after the ineligible family vacates the property.

5. KH will allow owners to amend the HAP contract at any time to:

    a. In partially assisted projects, substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit; or

    b. Add additional contract units in the same building, subject to funding availability.

6. In some cases, the HAP contract may allow for standby vouchers for the life of the contract. These "standby" vouchers are added to the contract in subsequent stages as existing residents leave the building.

J. PBV Assistance and the Waiting List

1. KH does not maintain a separate PBV waiting list. At the time of application, applicant households select housing options that may include properties with PBV units.

2. Upon leasing up in a KH PBV unit, the household will be removed from all KH waiting lists.

3. Households residing in a KH PBV unit, except for Emerald Street, may apply to be placed on the PBV Mobility Waiting list at any time during their tenancy.

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4. Households living in PBV units are not eligible to be placed on the MTW Housing Choice Voucher waiting list.

5. Households living in a PBV unit, but no longer receiving housing assistance, may apply to be on the MTW Housing Choice Voucher waiting list.

6. Please see Chapter 4 for waiting list eligibility criteria.

K. Mobility Eligibility

1. PBV's are not mobile but rather they are attached to a specific unit within a property as determined by the HAP contract between KH and the property owner.

2. At lease up or at any time during tenancy in a PBV unit, a household interested in a tenant-based HCV may apply to the Mobility waiting list.

3. After twenty-four (24) months of tenancy in a PBV unit, households may be eligible for a Mobile HCV.

4. Tenants must meet all MTW HCV eligibility criteria as described in Chapter 4.

5. KH values housing choice: however, we also recognize the need to assist otherwise eligible, unassisted households. Therefore, KH uses a ratio that balances these two priorities. Every sixth MTW HCV issued is issued to an eligible PBV household from the Mobility waiting list.

L. Household Briefing

1. Once an applicant accepts an offer for PBV assistance, KH will conduct an issuance briefing. This session will provide households with a comprehensive understanding of the program, including their right to apply for a Mobile HCV voucher via the Mobility Waiting List.

2. The issuance briefing session will consist of oral presentations and the distribution of the PBV Program packet. The briefing will cover the following topics:

   a. Review and execution of the KH *MTW Housing Assistance Contract*;

   b. Confirmation and certification of the household's income, assets, and deduction information;

   c. Contract rent, gross rent, and utility allowance (if applicable);

   d. Calculation of TTP and maximum housing assistance payment (subsidy);

   e. HUD booklet A Good Place to Live

   f. HUD fact sheet *How Your Rent is Determined* (Income-based only);

   g. HUD fraud notice (Form HUD-1141);

Contents

h. Current KH income and rent limits

i. VAWA Notice

j. Fair Housing Notice

k. Renters Insurance information

l. PBV Mobility Election Form

3. When a briefing includes any person with special needs and/or disabilities, KH will take appropriate steps to ensure effective communication and an accessible location. Household members, representatives and service providers who assist households with special needs are encouraged to attend briefings.

4. When a briefing includes individuals that do not speak English as a primary language, KH will provide translation services in accordance with its Language Assistance Plan (LAP) found in Appendix X of this Plan. At the same time, applicants may bring their own translators if they wish, and KH may elect to hold individual sessions in cases where English is a second language.

5. A new PBV participant may not be able to lease up until he/she has attended a briefing session.

M. Rent Calculation, Continued Occupancy and Recertification

1. All the provisions found in other sections of this Administrative Plan apply to the PBV Program.

2. The differences between the MTW HCV program and the PBV program are as follows:

a. The payment standard used for rent calculation for a PBV unit is determined by the PBV HAP Contract.

b. The utility allowance for a PBV unit is determined by the PBV HAP contract.

c. The total tenant payment (TTP) represents the maximum amount the household pays toward the gross rent.

d. HAP payments are paid directly to the owner/property manager.

e. The household may work with their current PBV owner/property manager to transfer to an appropriately sized PBV unit within that owner's portfolio.

i. If no appropriately sized unit is available, the housing assistance payment will be based on actual unit size and not eligible unit size.

ii. The household may elect to remain in their current unit. However, the household will be responsible for the difference between the payment standard for which they are eligible and the current unit.

iii. KH may offer an appropriately sized MTW HCV and the household will be required to relocate within one-hundred twenty (120) calendar days of issuance.

iv. Households with zero HAP are not allowed to transfer to a different unit.

f. Receipt of the HCV through this avenue is a one-time offer to households that are over-housed.

g. Vouchers issued to an over-housed PBV household will not be extended beyond the normal tolling provisions of this Administrative Plan as outlined in Chapter 7.

i. The household may elect to terminate their housing assistance.

N. Vacancy Payments

1. Subject to the terms of the PBV HAP contract, owners of PBV units may access a vacancy payment at the end of the participant's residency regardless of whether the participant vacates without notice.

2. If the new participant is leased within the following month, the vacancy payment is prorated.

3. There are no damage claim payments in the PBV program.

O. Reduction In HAP Contract Units Due to Vacancies

If any contract units have been vacant for one-hundred twenty (120) calendar days or more since the owner notice of vacancy, KH may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

P. Household Right to Move

1. After two years of continued occupancy in a PBV unit, the PBV household may be eligible for a Mobile HCV if:

a. The household is on the Mobility Waiting List.

b. Households meet eligibility criteria as stated in this chapter.

2. Every sixth MTW HCV is issued to an eligible household on the Mobility waiting list.

~~3. Prior to the issuance of the Mobile HCV, the PBV household must provide written intent to move to the owner with a copy to KH.~~

~~4.~~3. Once the Mobile HCV is issued, all policies and procedures related to the MTW HCV Program apply as found in Chapter 7.

~~5.~~4. Should the household choose not to move or is unable to find a new unit within the allotted time, the Mobile HCV is offered to the next eligible PBV participant household.

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Q. Rent

1. The initial rent for an owner is determined at the beginning of the HAP term.
2. The gross rent for the unit must be determined reasonable in accordance with the Administrative Plan.
3. If the gross rent is determined reasonable by KH, its relationship to the existing FMR is irrelevant.
4. KH may choose not to cap the rent to owner at the applicable tax credit rent.
5. KH may choose not to cap the rent to owner at the applicable LOW HOME rent.
    a. HIGH HOME rents are the lesser of the FMR; or, 30% of adjusted income of a family whose annual income equals 65% of the area median income.
6. The PBV owner must request rent increases in writing at least sixty (60) calendar days prior to the anniversary date of the HAP contract.
    a. If a rent increase is properly requested and it is determined that the owner is following HQS, KH will adjust all of the rents covered by the HAP contract.
    b. No additional increases or special adjustments are allowed.
7. PBV rents can be decreased if it is determined that the reasonable rents in the local area have decreased.

Contents

Chapter 17. Complaints, Informal Reviews, and Informal Hearings

A. Overview

When KH makes a decision that reduces, terminates, or denies housing assistance, the household is entitled to appeal the decision. In these instances, KH provides avenues for applicants and participants:

1. For applicants, the appeal takes the form of an informal review, and

2. For participants, the appeal takes the form of an informal hearing.

B. Complaints

KH will investigate and respond to complaints by participant households, owner/property managers, and the public. KH may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated when possible.

C. Informal Reviews for Applicants

1. KH will give an applicant for participation in the MTW HCV Program, MTW Project-Base Voucher Program, and all special voucher programs prompt notice of a decision denying assistance. The notice will contain a brief statement of the reasons for KH's decision. The notice will state that the applicant may request an informal review within ten (10) business days of the denial and will describe how to obtain the informal review.

2. KH will not provide the applicant household an opportunity for an informal review for any of the following reasons:

    a. A determination of the household unit size under KH occupancy standards.

    b. A KH determination not to approve an extension or suspension of the voucher tolling term.

    c. A KH determination not to grant approval to lease a unit under the program or to not approve a proposed lease.

    d. A KH determination that a unit selected by the applicant is not in compliance with HQS.

    e. Objections to KH policies or procedures

    f. Class grievances

    g. Discretionary administrative determinations by KH

D. Informal Hearings for Participants

1. KH will give a participant household an opportunity for an informal hearing to consider whether KH actions and decisions are in accordance with policy and procedure:

a. A determination of the household's annual or adjusted income, and the use of such income to compute the value of the subsidy.

   i. The household has no right to appeal termination of subsidy due to exceeding income limits.

b. A determination of the household unit size under KH occupancy standards, or to deny the household's request for an exception from the standards.

c. A determination to terminate assistance for a participant household because of the household's action or failure to act.

d. A determination to terminate assistance because the participant household has been absent from the assisted unit for longer than the maximum period permitted under Chapter 11.

e. A decision to terminate assistance for a breach of the HQS caused by the household.

f. The hearing must be scheduled within five (5) days of KH receiving the request.

g. The household can reschedule the hearing once.

h. If the household does not attend the scheduled hearing, the original decision will be upheld.

i. The hearing officer may consider extenuating circumstances that are beyond the control of the household.

2. In cases described above, KH will give the opportunity for an Informal Hearing before KH terminates housing assistance. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State that if the household does not agree with the decision, the household may request an informal hearing on the decision within ten (10) business days of the notification.

3. The following circumstances do not qualify for an Informal Hearing:

   a. Discretionary administrative determinations by KH.

   b. Objections to KH policies or procedures

   c. Class grievances

   d. Establishment of KH schedule of utility allowances for households in the program.

   e. A KH determination not to approve an extension or suspension of a HCV tolling term.

f. A KH determination not to approve a unit or lease.

g. A KH determination that an assisted unit does not comply with HQS.

h. A KH determination that the unit is not in accordance with HQS because of the household size.

i. A determination by KH to exercise or not exercise any right or remedy against the owner/property manager under a HAP contract.

4. KH is not bound by an informal hearing decision:

a. Concerning a matter for which KH is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the informal hearing under KH informal hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

5. If KH determines that it is not bound by an informal hearing decision, KH will notify the household within fourteen (14) business days of the determination, and of the reasons for the determination.

E. United States Citizenship and Immigration Services Appeal Process

1. Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal reviews used to deny applicants for reasons other than immigration status.

2. When KH receives notification that the USCIS secondary verification failed to confirm eligible immigration status, KH must notify the household of the results of the USCIS verification. The household will have twenty (20) business days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the household in writing directly to the USCIS. The household must provide KH with a copy of the written request for appeal and proof of mailing within ten (10) business days.

3. KH will notify the household in writing of the results of the USCIS secondary verification within ten (10) business days of receiving the results.

4. The household must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the household is requesting an appeal of the USCIS immigration status verification results.

5. The USCIS will notify the household, with a copy to KH, of its decision. When the USCIS notifies KH of the decision, KH must notify the household of its right to request an informal hearing.

6. KH will send written notice to the household of its right to request an informal hearing within ten (10) business days of receiving notice of the USCIS decision regarding the household's immigration status.

7. Assistance to a household may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a household may not be terminated or denied while KH informal hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

8. A decision against a household member, issued in accordance with the USCIS appeal process or KH informal hearing process, does not preclude the household from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

9. The notice of denial or termination of assistance for non-citizens must advise the household of any of the following that apply:

    a. That financial assistance will be denied or terminated and provide a brief explanation of the reasons for the proposed denial or termination of assistance.

    b. The household may be eligible for proration of assistance.

    c. In the case of a tenant, the criteria, and procedures for obtaining relief under the provisions for preservation of households.

    d. That the household has a right to request an appeal to USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.

    e. That the household has a right to request an informal hearing with KH either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

    f. For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

F. Notice to the Household

1. In the cases described in this Section, KH will notify the household that the household may ask for an explanation of the basis of KH's determination, and that if the household does not agree with the determination, the household may request an informal hearing on the decision.

2. In the cases described in this Section, KH will give the household prompt written notice that the household may request an informal hearing within ten (10) business days of the notification. The notice will:

    a. Contain a brief statement of the reasons for the decision; and

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b. State that if the household does not agree with the decision, the household may request an informal hearing on the decision within ten (10) business days of the notification.

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Chapter 18. Termination Of Participation

The following chapter describes instances that allow for or result in termination of participation in the HCV or the PBV program.

A. Household No Longer Needs Assistance

1. There are two reasons that KH may terminate a household's subsidy:

   a. For Income Based Subsidy households, the household income exceeds the maximum income allowed under the subsidy program.

      i. If the income calculation still qualifies the household for subsidy, KH will continue to pay the HAP until the HAP is $0.

   b. For Stepped Subsidy participants, the household meets the $0 HAP threshold and remains at zero for one hundred and eighty (180) consecutive days.

2. The household has no right to appeal termination of subsidy due to exceeding income limits.

3. Keene Housing will not make a redetermination of eligibility for PBV households determined to no longer need assistance.

4. The household may choose to terminate their assistance at any time, for any reason. Such notice must be in writing to KH.

5. The household and the owner mutually agree to terminate the lease and the household does not request a move voucher.

B. Termination of Assistance By KH

1. KH may at any time terminate program assistance for a household, because of any action or inaction by the household:

   a. Violations of any requirements or combination of requirements listed in the *KH Housing Contract*

   b. Failure to use HAP towards rent

      i. In the case of verified misuse of the HAP and Notice of Termination to the household, KH will immediately discontinue HAP for the duration of the informal hearing request period and any period required to determine outcome of the informal hearing (if requested by the household).

   c. Failure to sign and submit consent forms

   d. Citizenship status

   e. Failure to establish citizenship or eligible immigrant status

f. Not eligible for continuation of assistance

g. Does not elect proration of assistance or temporary deferral of assistance

h. A household member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their approved unit.

i. Currently owes rent or other amounts to KH or to another Housing Authority.

j. If the household has not reimbursed any housing authority for amounts paid to an owner under a HAP contract, damages to the units, or others amounts owed to the household under the lease.

k. If the household breaches an agreement with the housing authority to pay amounts owed to a housing authority or amounts paid to an owner by a housing authority. (The housing authority at its discretion may offer the household an opportunity to enter an agreement to pay amounts owed to a housing authority or amounts paid to an owner by a housing authority. The housing authority may prescribe the terms of the agreement.)

l. Is in default of any enforceable KH payment agreement.

m. If any member of the household has been evicted from Public Housing or adversely terminated from a HCV program within the past three (3) years.

n. Failure to fulfill programmatic requirements of the THRIVE program.

o. Failure to fulfill Safety Net amendment obligations.

p. Committed or threatened abusive or violent behavior toward KH staff.

q. If any member of the household commits drug related criminal activity, or violent criminal activity, and/or any other criminal activity that would adversely affect the health, safety, or well-being of any tenants or staff or cause damage to the property.

r. If a household members illegal use or pattern of illegal use of a controlled substance or whose abuse or pattern of abuse of alcohol is determined by KH to interfere with the health, safety, or right to peaceful enjoyment of the premises by other participants.

    i. Marijuana used medicinally or otherwise is an illegal substance under federal law and may be grounds for termination of assistance.

    ii. Use of synthetic medical marijuana, for example Marinol, as prescribed by a medical professional authorized under NH law does not constitute illegal drug use.

s. If any household member is subject to a lifetime registration requirement under a

State sex offender registration program.

2. KH may terminate a household's participation if any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any state or federal program.

3. If the household moves out of the unit, the assistance terminates automatically.

C. Owner Deficiencies

1. The unit does not meet HQS occupancy standards because of an increase in household size or change in household composition.

2. If the owner has not maintained the unit in accordance with the HQS.

3. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

4. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.

5. If the owner has engaged in drug trafficking.

6. If the household refuses to move from a deficient unit, the household's assistance will be terminated.

D. Insufficient Funding

1. KH may terminate HAP if KH determines, in accordance with HUD requirements, that funding under the Annual Contributions Contract is insufficient to support continued assistance for households in the program.

2. When determining the order of terminations due to insufficient funding KH will do so in accordance with PIH Notice 2013-19.

E. Criteria for Deciding to Terminate Assistance

1. All termination decisions by KH must be based on a preponderance of the evidence.

   a. 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 shows that the fact sought to be proved is more probable than not.

   b. The number of witnesses or the amount of evidence may not determine preponderance of the evidence but instead by the greater weight of all the evidence.

2. KH will consider all relevant circumstances when determining whether a household's

participation should be terminated. The factors that KH will look at include:

a. Seriousness of the case, especially with respect to how it would affect other residents and neighbors;

b. Effects that termination of the household's participation may have on other members of the household who were not involved;

c. The extent of participation or culpability of individual household members, including whether the culpable household member is a minor or a person with disabilities or a victim of domestic violence, dating violence or stalking;

d. In the case of "program abuse," the dollar amount of overpaid assistance and whether the household signed a false certification.

3. KH may choose to allow a household to continue participation with alternative conditions.

4. KH may impose, as a condition of continued assistance for other household members, a requirement that household members who participated in or were culpable for the action or failure will not reside in the unit. KH may permit the other members of a participant household to continue receiving assistance.

5. If KH seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that KH provides notice to the household of the KH's determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons KH will consider evidence of whether the household member:

a. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

b. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

c. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Notice to Terminate Participation

1. A letter will be sent to the participant explaining the following:

a. Effective date of termination

b. Reason for termination

c. Information about the process to request an informal hearing.

2. A letter will be sent to the owner/property manager explaining the following:

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a. Effective date of termination

b. Explanation that the participant has a right to an informal hearing.

c. Information about subsidy payments and who will receive the final subsidy payment.

d. A contact name and number for questions or concerns.

G. General

When the household's participation is terminated, it is up to the owner/property manager whether he/she wishes to enter into a new unassisted lease.

Termination of an assisted tenancy is a matter between the owner/property manager and the household; KH is not directly involved.

H. Final Housing Assistance Payment

The assistance payment stops when the termination goes into effect. If the owner/property manager has begun eviction proceedings and the household continues to occupy the unit, KH will continue to provide assistance until the owner/property manager obtains a judgment or the household moves out, provided KH has been provided with copies of all eviction documentation.

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Chapter 19. Special Programs

This chapter covers both MTW and MTW refined programs administered by Keene Housing (KH). These programs vary in size, target-population, services, and administrative responsibilities. These programs have been specifically designed either by KH or HUD to enhance the services and opportunities to participants. These programs are not exempt from HUD regulations. MTW programs have been designed and implemented by KH through MTW authority; HUD has vetted these programs, and the public has commented on them through KH's Annual MTW Plan. In addition, KH reports on these programs annually through KH's Annual MTW Report. This chapter briefly outlines the objectives of each program, the criteria for participation, and the services offered, where the programs differ from the policies found in this plan; however, it is not exclusive since many elements of administration are found in separate stand-alone documents.

A. MTW Programs

1. *Transitional Housing Assistance Subsidy Payment (THASP) Program:* The THASP program is a Moving to Work initiative that helps hard-to-house households attain affordable housing through partnerships with local service providers. Examples of the types of households served include homeless, chronic mentally ill, and individuals exiting incarceration. THASP participants are typically provided with a network of services and supports from the service providers.

    a. Rather than provide a voucher to a household (as in the conventional HCV program) or attach it to a property (as in the PBV program), THASP provides a subsidy directly to the service provider. The service provider enrolls participants and operates the program with the benefit of the subsidy going directly to the service provider to facilitate attainment of adequate housing. The value of the subsidy is a predetermined flat amount per program participant that is negotiated between the service provider and KH. Unlike HCV or PBV, the THASP program assists those most in need such as the homeless and chronically mentally and/or physically ill. It also helps those individuals who may be experiencing barriers that prevent them from utilizing conventional housing programs.

    b. THASP agreements are executed with individual service providers. Eligibility and programmatic requirements are unique to each contract.

    c. THASP subsidies are subject to funding availability.

2. *Pathway Home Program:* The Pathway Home Program is a MTW initiative that provides housing assistance to participants of the treatment and behavioral health court programs who meet program eligibility criteria. Pathway Home is a referral-based program.

    a. Eligibility Requirements – Applicants must:

        i. Be income eligible

        ii. Not be subject to a life-time sex offender registry

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Contents

iii. Not have been convicted of production of methamphetamine production in a federally assisted property

iv. Have eligible immigration status

v. Pathway Home housing assistance is subject to funding availability

b. Program Administration

i. Eligible participants pay 20% of their gross income toward rent;

ii. $125 minimum rent

iii. Interim recertifications for income decreases and contract rent changes;

iv. Are required to participate in the THRIVE program, if applicable;

v. Eligible for KH's Digital Bridge Program deduction, if applicable;

vi. Eligible to receive Development Grants

~~vi.~~vii. Income is recertified annually

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c. Continued Participation - Participants must:

i. Adhere to Cheshire County Treatment Court and Behavioral Health Court programs participant requirements.

ii. Remain lease compliant and compliant with the Obligations of the Family.~~.~~

d. Length of Participation

i. Housing assistance continues for twenty-four (24) months from initial enrollment through Treatment Court or Behavioral Health Court program completion or termination by the Treatment Court, Behavioral Health Court, or KH.

ii. Treatment Court or Behavioral Health Court participants who successfully complete the Treatment Court or Behavioral Health Court program will receive a preference on KH's MTW Housing Choice Voucher program waiting list after twenty-four (24) months of tenancy.~~.~~

3. *Homes for School Program*: The Homes for School (H4S) Program is a MTW initiative that provides housing assistance to homeless families as defined by the McKinney-Vento Act identified by both the Keene and Monadnock School Districts. The H4S Program is a referral-based program.

a. Eligibility Requirements-Applicants must:

i. Be identified as ~~a~~ homeless ~~family~~ by the Keene or Monadnock School District as defined by the McKinney-Vento Act.~~.~~

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ii. Be income eligible.

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iii. Not subject to a life-time sex offender registry.

iv. Have not been convicted of production of methamphetamine production in a federally assisted property.

v. Have eligible immigration status.

vi. Execute the Homes for School Compact.

vii. Not owe any money to KH.

b. Program Administration

i. Eligible participants pay 20% of their gross income towards rent.

ii. $125 minimum rent.

iii. Unlimited interim recertifications.

iv. Income recertified annually.

v. Eligible for KH's Digital Bridge Program, if applicable.

~~v.~~vi. Eligible for Development Grants and Rent Credits

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c. Continued Participation

i. Parent(s) or guardian(s) of the student(s) must adhere to the H4S Compact.

ii. Participating households must remain compliant with their lese and KH's Obligations of the Family.

d. Length of Participation

i. After two (2) years households who successfully participate in the H4S program will be offered a MTW HCV, subject to the applicable MTW HCV eligibility requirements in Chapter 4.

ii. H4S subsidies are subject to funding availability.

B. MTW Refined Programs

1. *Mainstream Voucher (formerly known as 2017 Mainstream or Mainstream 5)* are tenant-based vouchers that serve a special population of households. Mainstream Vouchers serve households that include a non-elderly person(s) with disabilities, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial voucher issuance. To qualify, the household must be composed of one or more non-elderly persons with disabilities (a person 18 years or older and less than 62 years of age), which may include additional household members who are not non-elderly persons with disabilities.

Contents

a. All Mainstream vouchers are administered under ~~KH~~this MTW Administrative Plan~~.~~

~~a.~~b. KH will provide a preference for non-elderly persons with disabilities who are:

Contents

i. Transitioning out of institutional and other segregated settings; or

ii. Those at serious risk of institutionalization; or

iii. Are homeless; or

iv. Are at serious risk of becoming homeless.

~~b. The Notice of Funding Opportunity (NOFO) definitions will be used to determine the~~

~~c. KH is authorized through MTW flexibility to treat all Mainstream vouchers (formerly known as Mainstream 5 or 2017 Mainstream) as described in this plan in Chapters 3-9, Chapters 11-15, and Chapters 17-19.~~

2. *Affordable Housing Preservation Program (AHPP):* AHPP is an MTW initiative that preserves low-income housing facing conversion to market rate.

a. The program provides owners of properties with an expiring HUD Project Based Rental Assistance (PBRA) contract the opportunity to convert its units to PBVs.

b. Vouchers in AHPP units are created when the HUD-issued enhanced voucher is converted by the existing resident to a PBV or Keene Housing (KH) has authorized a stand-by PBV for later use.

c. The amount of the monthly assistance payment is determined by the HAP contract.

3. *Homeownership Program (HO):*

a. HO program offers eligible participants in the HCV program the option of purchasing a home with mortgage payment assistance.

b. Participants receiving housing assistance through the MTW HCV program must fulfill their initial lease term with their owner/property manager and meet all initial eligibility requirements before a HO voucher will be issued.

~~b.~~c. Participants receiving Mobility vouchers will have the initial lease term waived.

~~c.~~d. In addition, eligibility requirements for HO include that the household:

i. Be a first-time homeowner. The term first-time homeowner includes a single parent or displaced homemaker (as defined in 12 U.S.C.12713) who while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

ii. Complete a homeownership counseling program approved by KH prior to commencement of HO assistance.

iii. Locate the home to purchase in a specified time

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iv. Submit a sales agreement to KH for approval which includes the following:

- Provide for KH HQS inspection
- Independent inspection stating that the purchaser is not obligated to purchase unless inspections are satisfactory to KH
- Provide that the purchaser is not obligated to pay for any necessary repairs without approval by KH
- Provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by KH as described below; and
- Contain a seller certification that the seller is not debarred, suspended or subject to a limited denial of participation under 24 CFR part 24.

~~d.~~e. Allow KH to perform a housing quality standards inspection (HQS)

~~e.~~f. Obtain KH approval of the proposed mortgage; and

~~f.~~g. Enter into a written agreement with KH to comply with all obligations under HO.

~~g.~~h. A household approved for HO may purchase the following types of new or existing single household units within Cheshire County:

i. Detached home

ii. Condominium

iii. Home is planned use development, or

iv. Manufactured home situated on a privately owned lot or on a leased pad in a mobile home park. The manufactured home must meet two conditions:

- The home must be located on a permanent foundation, and
- The family must have the right to occupy the home site for at least forty (40) years.

~~h.~~i. When a home is located and a sales agreement approved by KH is signed by the household, the household will have up to three (3) months to purchase the home. KH may extend the period for good cause.

~~i.~~j. A household must sign HO Household Obligations agreeing to comply with all household obligations under the HO policies~~.~~

~~j. KH requires a minimum down payment of at least three percent with one percent coming from the household's own resources.~~

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k. The amount of monthly mortgage assistance will be based on the following:

i. the established VPS for which the household is eligible.

ii. Monthly homeownership expenses; and,

iii. The household's ~~household~~ income.

- A household may receive flat-rate assistance if it is determined that the household would receive zero (0) assistance but meets all other eligibility criteria at the date of homeownership application or if the household receives stepped subsidy~~.~~

l. A household's homeownership assistance may be terminated if:

i. The household fails to maintain the minimum income requirements as set out for eligibility of this program~~;~~

ii. If the household defaults on the mortgage~~.~~

iii. Failure to notify KH of a forbearance or deferment~~.~~

iv. The household fails to comply with its obligations of HO policies~~.~~

m. The household must comply with the mortgage terms~~.~~

n. KH will discontinue assistance commencing the month after the household no longer resides in the home~~.~~

o. The household must provide KH, within ten (10) business days, with written notice:

i. Of any sale or transfer of any interest in the home;

ii. Any plan to move out of the home prior to the move;

iii. Any notice of mortgage default received by the household; and,

iv. Any other notices which may be required pursuant to KH policies.

3. Except elderly households and households with a disabled member, a household may receive HO assistance for not longer than ten (10) years from the date of close of escrow unless the initial mortgage has a term that is twenty years or longer, in which case the maximum term is fifteen (15) years.

4. H4H participants are entitled to the same termination notice and informal hearing procedures set forth in Chapters 17 and 18.

Commented [JM13]: Formatting

Commented [EW14R13]: Yep

Commented [JM15]: Same here

Commented [EW16R15]: ditto

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Appendices

- Appendix I. IRS Pub 502
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