

Section 8 Information Packet

Linn-Benton Housing Authority

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Office Hours:

Monday-Thursday 8am-5pm

(Closed noon-1pm)

Friday-closed to public

Drop Box Available

Until the Housing Authority is paying a portion of your rent, you are an *applicant* to the Section 8 program. Once your final paperwork is complete and the Housing Authority begins paying a portion of your rent, you will be assigned to a Case Manager based on the alphabet of your last name.

INCOME LIMITS: EFFECTIVE 04/24/2019

BENTON COUNTY

PERSONS	VERY LOW	MONTHLY	30%
1	29300	2441	1466
2	33500	2791	1675
3	37700	3141	1883
4	41850	3487	2145
5	45200	3766	2514
6	48550	4045	2882
7	51900	4325	3250
8	55250	4604	3619
9	58600	4883	3004
10	61950	5162	3175

LINN COUNTY

PERSONS	VERY LOW	MONTHLY	30%
1	23000	1916	1150
2	26250	2187	1409
3	29550	2462	1777
4	32800	2733	2145
5	35450	2954	2514
6	38050	3170	2882
7	40700	3391	3250
8	43300	3608	3608
9	45900	3825	3004
10	48550	4045	3175

FAIR MARKET RENTS FY 2019

EFFECTIVE 10-01-2018

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Linn	646	761	1006	1453	1663	1912	2161
Benton	767	886	1066	1541	1872	2153	2434

VOUCHER PAYMENT STANDARD:

EFFECTIVE 10-01-2018

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Linn	585	690	910	1310	1500	1725	1950
Benton	695	800	960	1390	1690	1940	2200

SECTION 8 INFORMATION PACKET

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GROUP BRIEFING

You have been invited to this meeting today because your name has come to the top of our waiting list. However, *this does not guarantee that you will receive rental assistance*. We must continually verify that the information you have given us is correct and follows the eligibility guidelines. Some of you will not be eligible while some will be eligible but unable to locate a rental unit within the time frame given.

We have verified the information on the packet you filled out and it appears that you are eligible for the program. Once again, this is NOT a guarantee. We will work with you in making sure your file is complete and meets the eligibility guidelines. Our job is to get you on the program, not keep you off.

STEPS TO TAKE

So you can understand the procedure of gaining assistance, we have broken things down into the steps we will take in getting you on the program.

1. The applicant receives a Top of the List Letter, fills out and returns the Family Information Packet. Applicant will provide information and all verifications as requested.
2. Group Briefing of Applicants (Today's activity.)
3. The Request for Lease Approval (RFLA or green sheets) becomes available to the applicant.
4. Applicant finds a suitable rental unit within the program guidelines, and gives RFLA, (green sheets) to landlord to fill out and sign.
5. Applicant (or Landlord) returns RFLA (green sheets) before expiration date* to the Housing Authority.
6. The Section 8 Case Manager reviews the information on the green sheets to be sure the unit you have selected fits in your rent limit and conducts a study to be sure the rent is reasonable.
7. The Housing Authority Inspector will call the landlord (or you if you currently reside in the unit) and schedule an HQS inspection appointment.
8. Provide a copy of the rental agreement to the office.
9. When the unit passes inspection, the Section 8 Case Manager draws up the final paperwork and contacts you to come in and sign.
10. Applicant takes final papers (contract & lease addendum) to landlord for signature.
11. SIGNED CONTRACT AND LEASE ADDENDUM ARE RETURNED to the Housing Authority. Applicant becomes Participant (Tenant) and rental assistance begins. Payments to landlord will not be made until final papers are returned.

**Suspensions: When a Request for Lease Approval (RFLA) is submitted, the Housing Authority will suspend the time elapsing on the Housing Choice Voucher for up to 30 days total. That means the time on the Housing Choice Voucher will be extended for a maximum of 30 days for any one, or any combination of RFLA's submitted.*

ABOUT SECTION 8

The Section 8 Program was designed by the Department of Housing and Urban Development (HUD) to help low-income families obtain affordable housing. The Linn-Benton Housing Authority administers the Housing Choice Voucher Program for HUD.

Application for Assistance

When families apply for assistance, they are placed on a waiting list if eligible, and must wait their turn for assistance. When their name reaches the top of the list, AND assistance becomes available to issue, it is given to the household. The Housing Choice Voucher is their authorization from the Housing Authority to find a suitable rental and participate in the Section 8 program.

Eligibility (family income and criminal history)

Eligibility is determined by family income and criminal history. Included in this packet are HUD's current income eligibility limits. A family whose yearly income is below the eligibility limits may apply for the program. For program purposes, the word 'family' means:

1. Two or more persons sharing residency in a family type relationship whose income and resources are available to meet the family's needs. Boarders or lodgers, or persons living together solely for economic reasons, are not considered a family.
2. Single persons shall also be considered a family if they meet other eligibility guidelines.
3. Two disabled or elderly individuals who qualify independently, but are living together for emotional or psychological needs.

Family Responsibilities Begin Today

Program applicants and participants are expected to do the following:

1. Provide True and Complete information to the Housing Authority.
2. Report all sources of income and all household members (in writing), and immediately report (within 10 days) any changes in household income or size in writing when they occur. The Housing Authority considers anyone staying longer than 30 consecutive days or more than 90 days in any 12-month period to be household members and they must be reported.
3. Honor the terms of your lease. (i.e. pay your portion of the rent on time; keep the place clean inside and out; take reasonable care of the unit; do not move until you have the right to do so; report maintenance problems in writing promptly to your landlord; and be considerate of your neighbors.)
4. Cooperate with the Housing Authority in conducting re-certifications, and provide verification of your income, assets, expenses and household size promptly as requested.
5. Permit inspections of your dwelling at reasonable times after reasonable notice.
6. Give the Housing Authority and your landlord at least 30-days written notice of your intent to move.
7. Do not commit fraud in connection with housing assistance, or become involved with illegal drugs or violent criminal activity.

Failure to fulfill these responsibilities could result in eviction and/or denial or termination of your Housing Assistance.

Owner Responsibilities

The Owner is responsible for performing all the owner's obligations under the HAP Contract and the lease. The Owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a Housing Choice Voucher holder to lease a unit, deciding if the family is suitable (checking references) for tenancy in the unit.
2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
3. Complying with equal opportunity requirements.
4. Preparing and furnishing to the HA information required under the HAP Contract.
5. Collecting from the family:
 - a. Any security deposits required,
 - b. Any charges for unit damage caused by the family
 - c. The tenant's rent portion (the part not paid by the HA)
6. Enforcing tenant obligations under the lease.
7. Paying for utilities and services as covered by the lease.
8. For provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person (see 24 CFR 100.201).
9. Give the tenant a booklet about Lead Based Paint and Disclosure Statement prior to signing rental agreement.

Subsidy Standard

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

- Adults (18+) will be assigned one bedroom per two persons regardless of sex, age or relationship.
- Minor children will be assigned one bedroom per two persons except for children 9 and over of the opposite sex.
- A household that includes a pregnant woman and no other children will be allocated a bedroom for the unborn child.
- Live-in aides will be allocated a separate bedroom.
- Single person families will be allocated one bedroom.

Families with a special need may request an exception to the occupancy standards. The Housing Authority staff can help determine whether your family is eligible for an exception.

Rent Reasonableness

This is a gauge we use to determine whether the rent for the unit you have chosen is reasonable when compared to other units in the same neighborhood and of the same quality. This means we will not pay \$425 for one side of a duplex when we know that the other side rents for \$400 and is exactly the same. However, if one side has recently been remodeled it may be worth more. The Housing Authority will determine the Rent Reasonableness of units on the Section 8 program.

HOUSING CHOICE VOUCHERS

Housing Choice Voucher Payment Standard

The Housing Choice Voucher Payment Standard is set by the Housing Authority for each bedroom size. The Housing Choice Voucher Payment Standard includes *rent and utilities* for an average, moderately priced rental. The rent, and an average amount for the utilities you will pay, does not have to be within the Housing Choice Voucher Payment Standard, however it needs to be within the prescribed limit given to you by the Housing Authority which is calculated based on your income. However, you cannot pay more than 40% of your monthly adjusted income for rent and utilities when you move into a unit. You may choose a unit that is larger than the bedroom size stated on your Housing Choice Voucher, however the standard will not be increased. If you choose a rental smaller than your bedroom size the Housing Choice Voucher standard will be reduced to the size of the unit selected.

Using Your Section 8 Assistance

It is the family's responsibility to find suitable housing. Some suggestions for beginning your search would include:

- A property management listing is included in this packet, (Remember, there are many landlords not with a management agency.)
- Look at the listing on the Housing Authority bulletin board (Outside the front door).
- Pick up the newspaper early and daily. Check the internet at sites like Craigslist.
- Call real estate agencies and rental management firms.
- Ask friends for help.
- Look for "FOR RENT" sign in neighborhoods where you wish to live.
- Check GoSection8.com

Disabled/Handicapped Accessibility

We have provided a special listing of accessible housing in our jurisdiction.

What to Consider: Choosing a Home and Program Impacts

You will be asked to sign a lease. Make sure the unit is going to fit your needs:

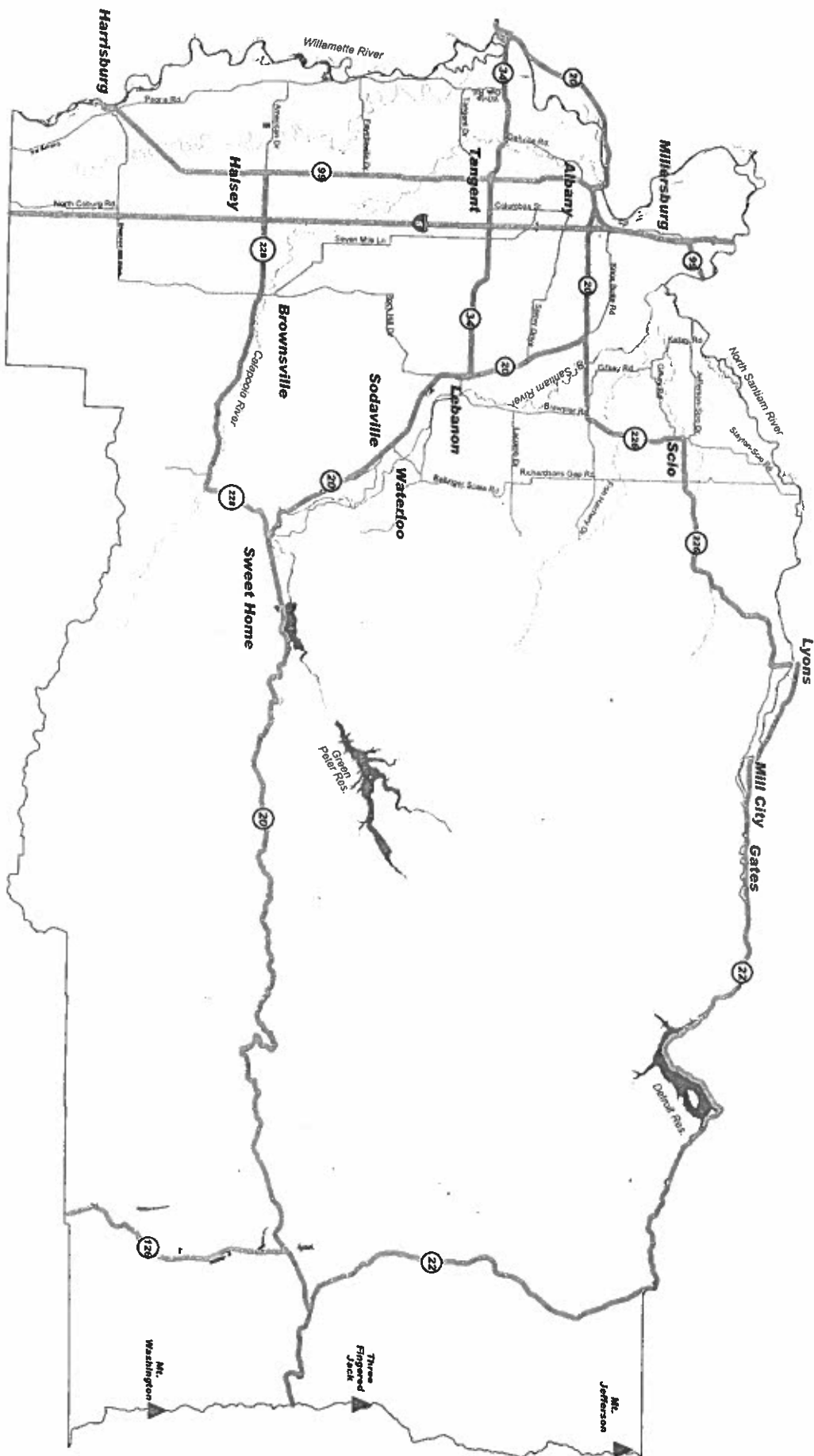
IS:

- | | |
|--|--|
| <input type="checkbox"/> it near a bus line? | <input type="checkbox"/> it near medical facilities? |
| <input type="checkbox"/> it energy efficient? | <input type="checkbox"/> it close to shopping? |
| <input type="checkbox"/> the rent reasonable? | <input type="checkbox"/> it close to where you work? |
| <input type="checkbox"/> the unit in good condition? | <input type="checkbox"/> it the kind of neighborhood you want? |
| <input type="checkbox"/> it close to the schools you like? | |

Portability (Moving away from Linn and Benton Counties)

Portability allows families to move to the jurisdiction of any Housing Authority within the United States that has a Housing Choice Voucher program. You must be residing in Linn or Benton County at the time you applied for assistance or must become a participant in Linn or Benton County for one year before you are eligible for portability. Portability can be used once in a 12-month period of time. If you are interested in portability, your first step is to talk to your Case Manager and find out what proper procedures are for portability. Portability can be denied if the jurisdiction you are interested in has a higher Payment Standard.

Linn County, Oregon



BENTON COUNTY



Linn County includes:

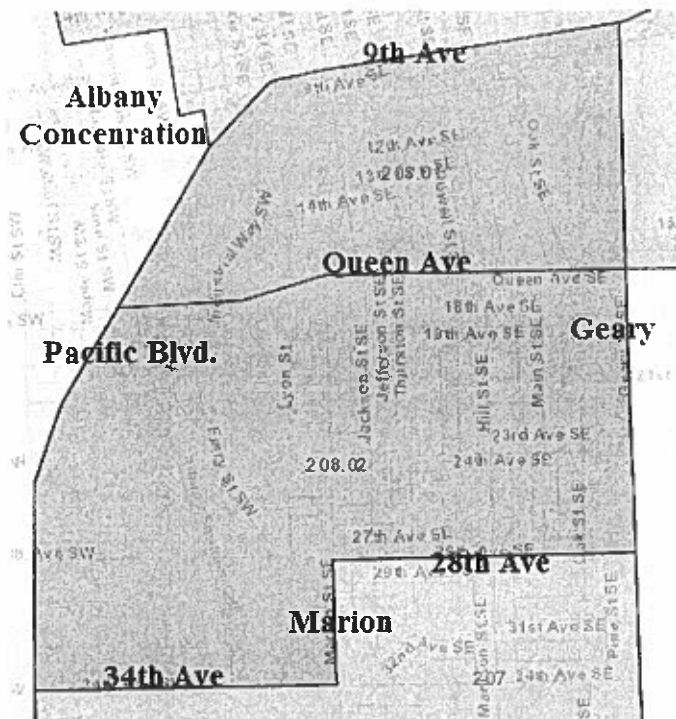
- | | |
|-----------------------|---------------|
| - Albany | - Lebanon |
| - Sweet Home | - Brownsville |
| - Shedd | - Halsey |
| - Scio | - Waterloo |
| - Holley | - Tangent |
| - Foster | - Cascadia |
| - Parts of Harrisburg | |
| - Parts of Jefferson | |
| - Parts of Mill City | |

Benton County includes:

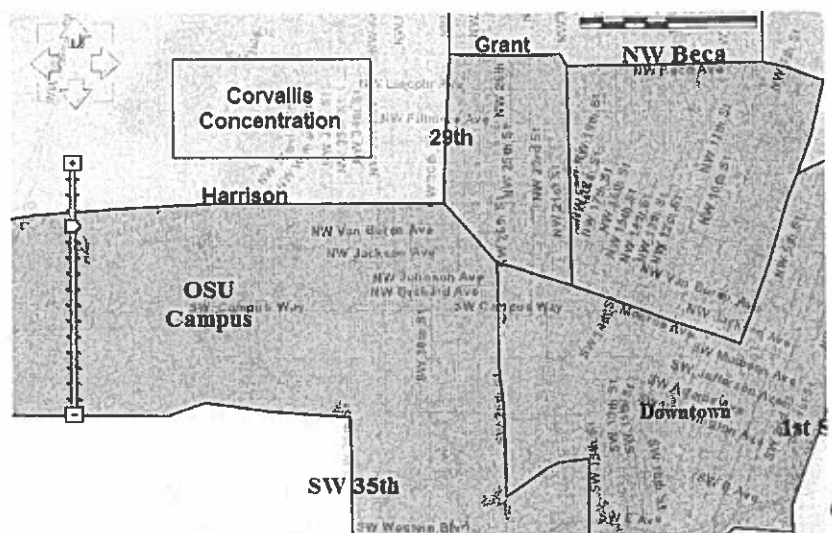
- | | |
|-----------------|----------------|
| - Corvallis | - Philomath |
| - Adair Village | - Alsea |
| - Monroe | - Kings Valley |
| - North Albany | - Blodgett |

You can search for a unit anywhere within Linn and Benton Counties, unless you have been notified otherwise. If you are eligible for portability, you may also look elsewhere within the United States. If you are interested in transferring outside of the Linn/Benton jurisdiction, let your case manager know right away.

There is some benefit in locating a unit outside of a higher concentration poverty area. Some areas of Albany and Corvallis are considered as having higher areas of poverty compared to the rest of the Counties. Included in this packet is a listing of landlords that may have units available outside these areas. However, you are not required to look outside these areas.



Everything inside the shaded area is regarded as having higher concentrations of poverty. You may choose to look for a unit outside *or* inside of these areas.



MOVING (LEASE TRANSFER) RESTRICTIONS FOR TENANTS

Tenants may not move (change assisted units) within the first year of their lease unless there is a reasonable hardship request submitted in writing and approved on a case-by-case basis by an authorized Housing Authority staff person.

Unit MUST pass HOUSING QUALITY STANDARDS (HQS)

You may choose to stay in your present rental, but whether you choose to stay, or move, the rental must meet program guidelines. These guidelines are set by HUD and are called Housing Quality Standards (HQS). They are outlined in the booklet "A Good Place to Live". The Housing Authority can not make payments on any rental that does not meet these minimum guidelines. Payments to the landlord will never be made retroactively or before the inspection passes.

The Housing Authority must inspect every rental before accepting it on the Section 8 program. However, we do not make inspections until a family on the program chooses that place to rent, and we never make an inspection if another family is still living in the rental.

The 40% Initial Rent Burden Rule

Beginning 10/01/99, Housing Regulations were changed to limit the amount of rent a family could pay when they first moved into a different unit. HUD implemented a law passed by Congress that limits the amount of rent a family pays to not less than 30% of adjusted monthly income, and they cannot pay more than 40% of their adjusted monthly income for rent and utilities. This rule limits the selection of your unit to one that will fit within these guidelines. (Included in this packet are directions and a worksheet to help you determine these amounts).

In summary, in order for a rental to qualify for the Section 8 program it must pass an HQS inspection, the unit must be Rent Reasonable, and your initial rent portion **MUST** not be more than 40% of your adjusted monthly income for rent and utilities.

Releasing Information to Prospective Landlords

When a family turns in it's RFLA, Authority staff will contact the owner of the selected unit. At this time we will schedule an inspection and answer any questions about the program, confirm rent, utilities, etc.

Signing a Lease (Rental Agreement)

You will be required to sign a lease with your landlord. **REMEMBER**, by signing a lease you are making a commitment to live in the rental for the time period covered by the lease, unless both you and the landlord voluntarily agree to terminate the lease before the end of the time period. In addition, LBHA will expect the family to stay for at least one year.

Security Deposits and Utility Deposits

It is the family's responsibility to pay the security deposit as required by the landlord and as governed by State law.

Deposits to utility companies (electric, gas, water) will be your responsibility to pay. Any utilities not paid by the landlord will be your responsibility to pay. Utility costs are taken into consideration when determining your portion of the rent.

If at any time during your participation in the program the utilities you are responsible for are shut off, the rental will be in violation of Housing Quality Standards (HQS) and the Housing Authority will stop its assistance on the rental. Failure to get the utilities turned back on promptly could lead to permanent loss of Housing Assistance.

Yearly Re-Certification

Each family is re-evaluated on a yearly basis. You will receive a letter from the Housing Authority stating that it is time to re-certify your eligibility. Many families choose this as a time to move to another rental. However, you will be re-certified whether you move or stay. It is very important for you to cooperate with us in the re-certification process. Failure to do so may result in termination of your Housing Assistance.

Calculating the Family's Income & Total Tenant Payment (TTP)

Basically, each family is expected to pay 30% of their adjusted monthly income for rent and utilities combined. However, there are factors that may affect this. They will be explained in this section. These are the steps we use to determine each family's rent:

1. We determine the gross income for each family member. **Examples of income we count include but are not limited to:**

- Wages (including tips), income from a business, self-employment, wages paid "Under-the-table", etc.
- Social Security, SSI (including children's), Veteran's Benefits, Pensions, PERS, annuities, etc.
- TANF (welfare)
- Regular recurring gifts
- Unemployment Benefits, Workman's Compensation, etc.
- Child Support, Alimony
- Interest income of any household member
- Regular payments by someone outside your household such as your mother paying your car insurance or electric bill each month

Examples of income we don't count:

- ◆ Wages of family member's 17 years and under, other than the head of household, spouse or foster child. Wages in excess of \$480 of full-time students other than the head of household or spouse.
- ◆ Income received for foster children from an agency providing for foster childcare
- ◆ Lump sum settlements or inheritances
- ◆ Some student grants, scholarships, and loans
- ◆ Non-recurring gifts
- ◆ Food Stamps
- ◆ Income received as reimbursement from another agency
- ◆ Green Thumb or Older American's Act

2. After we determine the income, we annualize it to show what you can be expected to make over the next 12 months. We then reduce this annual figure by applying some standard deductions:
 - \$480 deduction for each minor (under 18 yrs) in the household, or full-time student or disabled or handicapped. (Head of Household, their spouse or foster child are never given this deduction.)
 - For families where the head of household or spouse is 62 yrs or over or disabled/handicapped, there is a \$400 deduction per family, and verifiable anticipated eligible medical expenses over 3% of the family's gross yearly income are deducted.

After these deductions have been made we make a comparison between two sets of figures:

- Yearly income before deductions, divided by 12, and times 10%
- Yearly income after deductions, divided by 12, and times 30%

Whichever answer is greater is the one we are going to use. This figure is called the Total Tenant Payment (TTP). It is an important figure as it is the basis for determining each family's share of rent.

Requesting Exceptions to Housing Authority Policies

The Section 8 program makes provisions for families with special needs to request exceptions. Families who feel they need an exception need to discuss their situation with their Housing Authority representative.

Exceptions to bedroom size requirements: Families are issued Vouchers for the *minimum* number of bedrooms to adequately house their family. Exceptions may be granted if a family member has a special need or requires a live-in aide. A doctor's (or other professional), verification of the need will be required.

EQUAL OPPORTUNITY AND REASONABLE ACCOMMODATION

(See Notice of Reasonable Accommodation in next sections)

The Authority does not discriminate based on race, color, national origin, religion, age, sex, disability or marital or familial status or physical or mental disability, in the administration of any of its housing programs. It is the policy of the Authority to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights act of 1968, Executive Order 11063, Section 3 of the Housing Act of 1968, the Fair Housing Amendments of 1988, Section 504 and the Fair Housing Act, and all rules and regulations issued to enforce these Acts.

The Authority offers reasonable accommodation to persons with disabilities in their dealings with the Authority and offers assistance to families who have special needs in obtaining suitable housing.

Whenever administratively and financially feasible, the Housing Authority will provide auxiliary aids to individuals with hearing and vision disabilities. The auxiliary aids may include, but are not limited to the following: large print documents, audio recordings, Braille documents, flash cards, and the use of readers and interpreters. Primary consideration will be given to individual client preference in determining which auxiliary aid to use. We will provide access to all facilities and services and an equal opportunity to participate to all individuals regardless of their disability.

The person responsible for insuring compliance with civil rights laws, including Section 504 regulations, is, the Executive Director of the Linn-Benton Housing Authority. He/She may be reached at (541) 926-4497, Ext. 214.

NOTICE OF RIGHT TO REASONABLE ACCOMMODATION

(Confidential Information. This information will not be disclosed or released, except as permitted by law.)

If you have a disability (disability may include physical, mental or other) and need:

- ◆ a change in our policies or procedures
- ◆ a change in the way we communicate with you or give you information, for example, appropriate auxiliary aids, Oregon Relay 711, qualified sign language interpreters for persons with speech or hearing impairments, or alternate format for vision impairment.

You can ask for this change, which is called a "REASONABLE ACCOMMODATION"

If you can show that you have a disability and if your request is reasonable, you can ask for this change. If you would like the owner of your apartment to make modifications in your apartment or to some other part of the property to accommodate a disability, let us know. We can make reasonable attempts to negotiate with the owner to make such modifications.

If your request is reasonable and if it is not too difficult to arrange, we will try to make the changes you need.

We will make a decision as soon as possible, at least within thirty (30) days, unless you agree to an extension of time. We will let you know if we need more information or verification from you or if we would like to discuss other ways of meeting your needs.

If we turn down your request, we will explain our decision, and you may give us additional information.

If you need help in filling out a REASONABLE ACCOMMODATION REQUEST FORM, or if you want to give us your request in another way, we may be able to help you.

The Linn-Benton Housing Authority does not discriminate on the basis of race, color, national origin, religion, sex, familial status, or physical or mental disability. The person responsible for insuring compliance with civil rights, and Section 504 regulations is the Executive Director of the Linn-Benton Housing Authority. He/She may be reached at (541) 926-4497.

REASONABLE ACCOMMODATION REQUEST FORM IS ATTACHED.

REQUEST FOR REASONABLE ACCOMMODATION

(Confidential Information. This information will not be disclosed or released, except as permitted by law.)

Name:	Telephone:
Address:	

① The following member of my household has a disability: _____

② Please provide the following change or changes so that the person listed above may fully access and utilize the housing programs.. **Check (X) the kind of change(s) you need.**

- ☐ A change in the following policy or practice or the way you do things.
Please tell us what you need:

☐ Other: _____

③ I need this reasonable accommodation because:

④ You may verify the need for this request by contacting:

Name:	
Address:	
Phone:	

I give you permission to contact the above individual for purposes of verifying that a family member or I need the reasonable accommodation requested.

Applicant/Participant Signature: 	Date:
--	-------

OFFICE USE ONLY (do not write below this line)

Signature of Reasonable Accommodation Approval:	Date:
Summary of Reasonable Accommodation Approved:	

VERIFICATION FOR REASONABLE ACCOMMODATION

The following program participant has requested a reasonable accommodation to the Housing Authority's rules, policies, procedures or practices (See reverse side of this form.) It is necessary that a qualified professional complete this form to verify the need for the specific accommodation requested

Disabled family member: _____

1. Qualification of person verifying need for reasonable accommodation:

I, _____, am a _____ professional and have the following certification or qualification: _____

2. Nature of contact the professional has had with the person making the request:

I have treated the above client since ____/____/____ for a mental or physical condition. I have evaluated and/or treated the above client _____ times in the last twelve months.

3. Disability verification. An individual with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such an impairment. This may include, but is not limited to, diseases or conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Does the above family member meet this definition?

☐ Yes ☐ No

4. Is the requested accommodation (see question 2 on the reverse side of this form) necessary in order to afford him/her the opportunity for full use and enjoyment of the program?

☐ Yes ☐ No

5. IMPORTANT. Describe how the accommodation that the client is requesting is necessary to afford him/her the opportunity for full use and enjoyment of the program. Please relate the requested accommodation to the limitation(s) caused by the disabling condition. There must be an identifiable relationship between the request and the disability unless obvious or otherwise known.

(WARNING: According to 18 USC Part 1, Chapter 47, Section 1001: It is against the law to knowingly provide false information or fraudulent statements regarding participants in federally assisted housing programs. Persons providing such false/fraudulent information or statements are subject to fine, or imprisonment, or both).

Signature of qualified professional: _____ Date: _____

Phone number: _____

PAYMENT ESTIMATOR

Use this worksheet to help determine the rent portion and assistance payment.

In order to complete this estimate you will need:

1. The Section 8 Housing Choice Voucher Worksheet supplied to the voucher holder.
2. Information about a specific unit.

A. Gross Rent of Unit:

(rent plus utilities from chart, also located on line C. of HCV worksheet)

B. Voucher Payment Standard:

Located in the bottom right corner of the HCV worksheet (VPS) ¹

If the unit is a smaller bedroom size than the family is eligible for, please contact the PHA for the appropriate VPS.

C. Enter the lesser of line A and B:

-

D. Enter 30% of Adjusted Income:

(Located at the bottom right of the family HCV worksheet) ²

E. Subtract line D from line C:

=

(This equals an estimate of the assistance payment)

F. Subtract line E. from the Contract Rent:

(This is an estimate of the tenant rent portion)

If this is a negative number, the tenant portion will be "0" and may receive some help with utilities in the form of an assistance payment.

Please note:

This estimate is only as good as the data entered. If the family has income or household composition changes, their worksheet will change as well.

The unit must fit into the family limit given on the HCV worksheet. If it does not, the unit will not work for them and no assistance payments can be made.

GROUNDINGS FOR DENIAL OR TERMINATION OF ASSISTANCE

The Housing Authority may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

1. If the family violates any family obligations under the program (see 24 CFR 982.551).
2. If any family member has ever been evicted from public housing.
3. If an HA has ever terminated assistance under the voucher program for any member of the family.
4. If any member of the family commits drug-related criminal activity, or violent criminal activity (see 24 CFR 982.553) Evidence of criminal activity: In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the HA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity. 24 CFR 982.553 Section (c)
5. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 act.
7. If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. If the family breaches an agreement with the HA to pay amounts owed to a HA, or amounts paid to an owner by a HA. (The HA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a HA or amounts paid to an owner by an HA. The HA may prescribe the terms of the agreement.)
9. If the family has engaged in or threatened abusive or violent behavior toward the HA personnel.
10. If any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
11. If any family member does not establish citizenship or eligible immigration status. However, if at least one family member establishes citizenship, family receive assistance on a pro-rated basis.

INFORMAL REVIEW FOR AN APPLICANT (24 CFR 982.554)

Denial of assistance may include any or all of the following: denying listing on the HA waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures (24 CFR 982.552 (a) (2).

(a) *Notice to applicant.* The HA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the HA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain an informal review.

(b) *Informal Review process.* The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant.

- (1) The review may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person.
- (2) The applicant must be given an opportunity to present written or oral objections to the HA decision.
- (3) The HA must notify the applicant of the HA final decision after the informal review, including a brief statement of the reasons for the final decision. Generally this will be done within 10 working days of the date of the review.

(c) *When an informal review is not required.* The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

- (1) Discretionary administrative determinations by the HA.
- (2) General policy issues or class grievances.
- (3) A determination of the family unit size under the HA subsidy standards.
- (4) An HA determination not to approve an extension or suspension of a Voucher Term
- (5) An HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
- (6) An HA determination that a unit selected by the applicant is not in compliance with HQS.
- (7) An HA determination that a unit selected by the applicant is not in compliance with HQS because of the family size or composition.

INFORMAL HEARING FOR A PARTICIPANT (24 CFR 982.555)

Termination of assistance for a participant may include any or all of the following: refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.(24 CFR 982.552 (a) (3).

When a hearing is required.

- (1) An HA must give a participant family an opportunity for an informal hearing to consider whether the following HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD Regulations and HA policies:
 - (i) A determination of the family's annual or adjusted income, and use of such income to compute the housing assistance payment.
 - (ii) A determination of the appropriate utility allowance (if any) for tenant paid utilities from the HA utility allowance schedule.
 - (iii) A determination of the family unit size under the HA subsidy standards.
 - (iv) A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family size under HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
 - (v) A determination to terminate assistance for a participant family because of the family's action or failure to act (see 24 CFR 982.552)
 - (vi) A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.
 - (vii) A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]
- (2) In the cases described in paragraphs (a)(1)(iv), (v) and (vi) of this section, the HA must give an opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

When a hearing is not required.

The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- (1) Discretionary administrative determinations by the HA
- (2) General policy issues or class grievances
- (3) Establishment of the HA schedule of utility allowances for families in the program.
- (4) An HA determination not to approve an extension or suspension (tolling) of a Voucher term.
- (5) An HA determination not to approve a unit or tenancy.
- (6) An HA determination that an assisted unit is not in compliance with HQS. (However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551.

- (7) An HA determination that the unit is not in accordance with HQS because of the family size.
- (8) A determination by the HA to exercise or not exercise any right or remedy against the owner under a HAP contract.

Notice to the family.

- (1) In the cases described in paragraphs (a)(1)(i)(ii), and (iii) of this section, the HA must notify the family that the family may ask for an explanation of the basis of the HA termination, and if the family does not agree with the determination, the family may request an informal hearing on the decision
- (2) In the cases described in paragraphs (a)(1)(iv), (v) and (vi) of this section, the HA must give the family prompt written notice that the family may request a hearing. The notice must:
 - (i) Contain a brief statement of the reasons for the decision,
 - (ii) State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
 - (iii) State the deadline for the family to request an informal hearing (in writing, within 10 days of the date of the notice).

Expeditious hearing process. Where a hearing for a participant family is required under this section, the HA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

Hearing Procedures

- (1) The hearing procedure will be as follows:
 - a. The hearings officer will call the hearing to order and state the issue to be decided.
 - b. Each person present shall then state their name and address for the record, beginning with the hearings officer. A sign up sheet will be passed around for each person to sign.
 - c. After each person has stated their name and address, testimony will be taken regarding the complaint, beginning with the Housing Authority.
 - d. After the Housing Authority has stated its case, the participant will state its case.
 - e. The participant may question the Housing Authority's testimony and examine any evidence presented.
 - f. The Housing Authority may question the participant's testimony and examine any evidence it presents.
 - g. After all testimony has been heard, and all evidence presented, the hearing will be adjourned.
 - h. Generally, within 10 working days, the LBHA hearings officer will send written notification of the hearing determination to the participant. The decision of the Hearings Officer must be in writing, must be based solely on evidence provided at the hearing, and must state the legal and evidentiary grounds for the decision.

Discovery

- (i) By the family. The family must be given the opportunity to examine before the HA hearing any HA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the HA does not make the document available for examination on request of the family, the HA may not rely on the document at the hearing.
 - (ii) By the HA. The HA must be given the opportunity to examine at the HA office before the hearing, any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.
 - (iii) Documents. The term "documents" includes records and regulations.
- (3) Representation of the Family. At its own expense, the family may be represented by a lawyer or other representative.
- (4) Hearings Officer: Appointment and Authority
 - (i) The hearing may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person.
 - (ii) The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HA hearings procedures.
- (5) Evidence. The HA and family must be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- (6) Issuance of decision. The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.
- (f) Effect of decision. The HA is not bound by a hearing decision:
 - (1) Concerning a matter for which the HA 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 hearing under the HA hearing procedures.
 - (2) Contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.
 - (3) If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

504 GRIEVANCE PROCEDURE

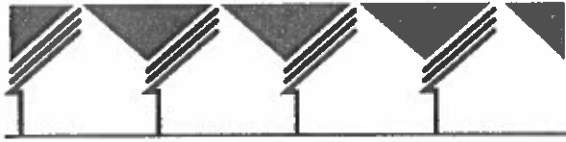
Any participant in the Linn-Benton Housing Authority's Section 8 Housing Choice Voucher and / or Moderate Rehabilitation programs who believes she / he has been discriminated against because of a disability may request a hearing with the Linn-Benton Housing Authority on the basis of disability, or they may file a complaint with a government agency or they may do both. A hearing request may involve an allegation against any person alleged to be engaged, or to have been engaged, or about to engage in a discriminatory housing practice as prohibited in Section 504 of the Rehabilitation Act of 1973, as amended, or the Fair Housing Act.

Due process standards will provide for the prompt and equitable resolution of the hearings alleging any action prohibited under Section 504 or the Fair Housing Act. See Informal Hearing for a Participant, Section (e) Hearing Procedures.

The Section 504 Coordinator who will assist persons in requesting a hearing is the Executive Director, or his/her designee. Our telephone number is (541) 926-4497.

Complaints of discrimination may be filed with the U. S. Department of Housing and Urban Development at the following address: Intake Unit, U. S. Department of Housing and Urban Development, Northwest/Alaska Area Office, Office of Fair Housing and Equal Opportunity, 909 First Avenue, Suite 205, Seattle, WA 98104-1000. The telephone number is (206) 220-5170 and the toll free number is 1-800-424-9590.

The procedures do not apply to disputes between tenants not involving the Housing Authority nor is it to be used as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Housing Authority's Board of Commissioners.



Linn-Benton Housing Authority

Section 8 Family Obligations

24CFR 982.551

Department of Housing and Urban Development regulations for the Housing Choice Voucher Program permits LBHA to terminate assistance to participants in these programs if any household members or guests do not abide by the following family obligations once the unit is approved and the HAP contract has been executed.

1) The Family MUST:

- a) Supply any information that LBHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in regularly scheduled re-examination or interim re-examination of family income, composition and criminal history. You must keep appointments as they are scheduled, complete paperwork, return forms, and sign documents by the deadline imposed by the Housing Authority staff. Provide current, reliable mailing address if different from assisted dwelling to help ensure receipt of HA correspondence. Two missed appointments to supply LBHA with this information is considered a breach of a family responsibility. New income for all family members must be reported in writing within 10 days of the change (such as hire date of new job - not first paycheck.) New income includes, but is not limited to: Wages, Unemployment, Child support, TANF, Social Security, Pensions, and any other source of income (whether it's expected to continue or not.)
- b) Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- c) Supply any information requested by LBHA to verify that the family is living in the unit or information related to family absence from the unit.
- d) Notify LBHA in writing within 10 days if any family member no longer lives in the unit.
- e) Notify LBHA in writing within 10 days when the family or a family member is away from the unit for an extended period of time (10 days or more) in accordance with LBHA policies.
- f) Notify LBHA and the owner in writing before moving out of the unit or terminating the lease.
- g) Allow LBHA to inspect the unit at reasonable times and after reasonable notice. Two missed appointments for inspection are considered a breach of this family responsibility.
- h) Use the assisted unit for residence by the family. The unit must be the family's only residence.
- i) Notify LBHA in writing within 10 days of the birth, adoption, or court-awarded custody of a child.
- j) Request LBHA written approval to add any other family member as an occupant of the unit (should receive landlord's permission first). Additional family members must not move in to the unit until approved by the Housing Authority.
- k) Give LBHA a copy of all notices including any owner eviction notice within 10 days of receipt.
- l) Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- m) You may have guests, but such guests may not occupy the premises for more than 30 consecutive days or more than 90 non-consecutive days in any 12-month period. You may not have any series of guests who exceed these limits without our approval. A guest is considered to occupy the unit if they conduct normal daily functions in the assisted unit (such as: bathing, eating, sleeping, storing clothing or other personal belongings, etc.). Must get HA approval prior to allowing additional family member/s to move in.

2) The Family (Including Each Family Member) Must NOT:

- a) Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- b) Commit any serious or repeated violations of the lease. (IE: non-payment or late payment of rent, poor housekeeping, disturbing the peaceful enjoyment of neighbors etc.)
- c) Commit fraud, or bribery or any other corrupt or criminal act in connection with the program.
- d) Participate in illegal drug or violent criminal activity. The family is responsible for the illegal drug or violent criminal activity of guests in the assisted unit.
- e) Sublease or let the unit or assign the lease or transfer the unit.
- f) Receive Housing Choice Programs tenant-based housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or Local housing assistance program.
- g) Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- h) Engage in threatening, abusive or violent behavior toward any LBHA personnel.
- i) Be related to the landlord (owner). The landlord cannot be the parent, child, grandparent, grandchild, sister or brother of any member of the participating family, including minors. The only exemption that may be approved by LBHA is if a family member is a person with disabilities.
- j) Engage in illegal use of a controlled substance; or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

Any information the family supplies must be true and complete.

By its signature, the family agrees to fulfill the program responsibilities noted above, and understands that failure to do so, BY ANY FAMILY MEMBER, may result in permanent loss of housing assistance eligibility, and criminal prosecution.

Signatures (EVERYONE 18 AND OLDER MUST SIGN):

1.	_____	Date: _____
2.	_____	Date: _____
3.	_____	Date: _____

INELIGIBILITY AS A RESULT OF PROGRAM ABUSE OR CRIMINAL ACTIVITY

Fraud

A. Applicants who have been declared ineligible because of fraud, bribery, or any other criminal act in connection with the program as outlined in the Family Obligations Supplement, will not be eligible to receive housing assistance for a period of two (2) years from the date they were declared ineligible.

B. Participants who have been terminated from program participation because of fraud, bribery, or any other criminal act in connection with the program as outline in the Family Obligations Supplement, will not be eligible to receive housing assistance for a period of two (2) years from the effective date of termination.

Violent or Drug Related Criminal Activity

C. Applicants who engage in any form of violent or drug related criminal will be ineligible to receive housing assistance for a period of two (2) years from the date of the last commission of said activity. Applicants convicted of possession of a controlled substance for personal use only, are ineligible for six (6) months from the date of said use or possession or upon a showing of completion of a drug treatment program and six months of verified sobriety.

D. Participants who are terminated because of engaging in any form of serious criminal activity, including illegal drugs, violent crimes, property crimes, while a program participant, will be ineligible to receive housing assistance for a period of two (2) years from the date of the termination of their assistance. Participants who are evicted for drug related criminal activity in federally assisted housing will be ineligible to receive housing assistance for a period of three (3) years from the date of the termination of their assistance.

Violations of Family Obligations

E. Applicants or Participants who are either declared ineligible or are terminated from program participation for a violation of any Family Obligation, (other than previously described above) as described in the Family Obligation Supplement, and defined in 24 CFR 982.551, or because of program abuse as outlined in our Administrative Plan, shall be ineligible to receive housing assistance for a period of two (2) years from the date of the determination of ineligibility or the effective date of termination from the program.

Alcohol or Drug Abuse

F. Applicants who have been evicted from public housing, or have been terminated from program participation because the HA has determined that:

a. There is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents

b. There is reasonable cause to believe that the person's PATTERN OF ILLEGAL USE OF A CONTROLLED SUBSTANCE OR A PATTERN OF ABUSE OF ALCOHOL that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents

c. There is evidence that there has been a PATTERN OF ILLEGAL USE OF A CONTROLLED SUBSTANCE OR A PATTERN OF ABUSE OF ALCOHOL that interferes the health and safety of the

public at large (including property), including, but not limited to, repeated DUI's, or repeated arrests that involve such patterns of abuse.

(Such Persons) ARE INELIGIBLE FOR ADMISSION TO SECTION 8 PROGRAMS (or any other type of housing program) FOR A PERIOD OF TWO (2) YEARS FOR ALCOHOL ABUSE AND TWO (2) YEARS FOR ABUSE OF A CONTROLLED SUBSTANCE.

G. Participants Section 8 Assistance WILL BE TERMINATED (according to procedures) for any family who has a member for which the HA has determined:

a. there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

b. There is reasonable cause to believe that the person's PATTERN OF ILLEGAL USE OF A CONTROLLED SUBSTANCE OR A PATTERN OF ABUSE OF ALCOHOL that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

c. There is evidence that there has been a PATTERN OF ILLEGAL USE OF A CONTROLLED SUBSTANCE OR A PATTERN OF ABUSE OF ALCOHOL that interferes the health and safety of the public at large (including property), including, but not limited to repeated arrests that involve such patterns of abuse.

Permanent Ineligibility:

Participants who have been convicted of manufacturing methamphetamine in an assisted unit, and have been terminated from Section 8 Housing Assistance, are permanently ineligible to receive housing assistance.

Persons who are subject to a lifetime sex offender registration will be permanently ineligible to receive housing assistance.

Voucher

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0169
(Exp. 04/30/2018)

Public Reporting Burden for this collection of information is estimated to average 0.05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names is mandatory. The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher issuance.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA)		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

- A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.
- B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

- A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.
- B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.
- C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

- A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**
- B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

- D. After receiving the request for tenancy approval and a copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum.
- E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.
 1. The owner and the family must execute the lease.
 2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.
 3. The PHA will execute the HAP contract and return an executed copy to the owner.
- F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:
 1. The proposed unit or lease is disapproved for specified reasons, and
 2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

- A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.
- B. The family must:
 1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 7. Use the assisted unit for residence by the family. The unit must be the family's only residence.
 8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 9. Request PHA written approval to add any other family member as an occupant of the unit.
 10. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
 11. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
- C. Any information the family supplies must be true and complete.
- D. The family (including each family member) must not:
 1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 2. Commit any serious or repeated violation of the lease.
 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

Linn-Benton Housing Authority (LBHA)
Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Linn-Benton Housing Authority is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under the Housing Choice Voucher program you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under the Housing Choice Voucher Program you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Housing Choice Voucher program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

LBHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If LBHA chooses to remove the abuser or perpetrator, LBHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, LBHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, LBHA must follow Federal, State, and local eviction procedures. In order to divide a lease, LBHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, LBHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, LBHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.
OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

LBHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

LBHA's emergency transfer plan provides further information on emergency transfers, and LBHA must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

LBHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from LBHA must be in writing, and LBHA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. LBHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to LBHA as documentation. It is your choice which of the following to submit if LBHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by LBHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that LBHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, LBHA does not have to provide you with the protections contained in this notice.

If LBHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), LBHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, LBHA does not have to provide you with the protections contained in this notice.

Confidentiality

LBHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

LBHA must not allow any individual administering assistance or other services on behalf of LBHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

LBHA must not enter your information into any shared database or disclose your information to any other entity or individual. LBHA, however, may disclose the information provided if:

- You give written permission to LBHA to release the information on a time limited basis.
- LBHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires LBHA or your landlord to release the information.

VAWA does not limit LBHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, LBHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if LBHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If LBHA can demonstrate the above, LBHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the Portland HUD field office at 971-222-2600.

For Additional Information

You may view a copy of HUD's final VAWA rule at : <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

Additionally, LBHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please call Jennifer Sanders at 541-918-7330.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact CARDV at 541-754-0110.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact 2-1-1 for local crisis services.

Victims of stalking seeking help may contact 2-1-1 for local victim services.

Attachment: Certification form HUD-5382

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name (if different from victim's): _____
4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.