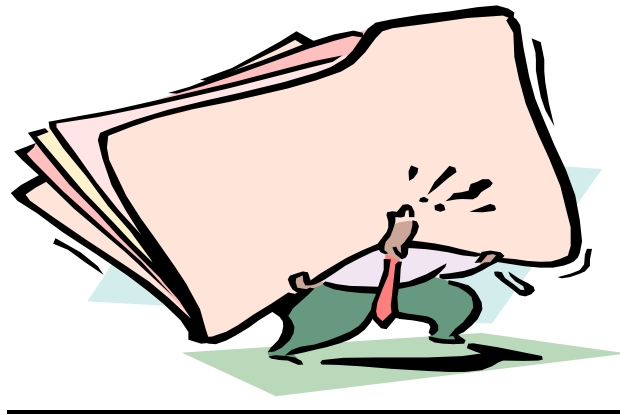


# **Boise City / Ada County**

## **Housing Authority**

### **Voucher Briefing**



### **Tenant Information Packet**



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## **Letter from Executive Director**

### **Welcome to the Program!**

Congratulations on receiving your rental assistance voucher. The rent subsidy you can now receive should provide you with some help in meeting your financial needs. On behalf of the staff at Boise City/Ada County Housing Authority (BC/ACHA), please know that we are committed to working with you to make our relationship a positive and supportive one. To assist in your understanding of program rules and requirements, please carefully review the contents of this briefing packet and keep it for future reference as long as you are a participant of the program. We are convinced that if you work to understand and comply with the rules and we work to be as fair and efficient as possible in delivering services, we will enjoy mutual success.

The Housing Choice Voucher Rental Assistance Program is funded through the United States Department of Housing and Urban Development; BC/ACHA is the authorized administrator for the city of Boise and all the communities in Ada County. It is important that you understand and accept certain rules which have been established at the Federal level. It is also important that you understand and accept there are rules and policies which have been established by BC/ACHA and these must be followed as well in order to remain eligible for services under the program. We want you to be successful. We will do what we can to make the rules clear and to enforce them fairly. We ask that you join us in a partnership to ensure compliance and in return we will do all that we can to assist you in your efforts to reach and maintain your highest level of self-sufficiency.

While it is true that BC/ACHA administers housing programs, our goal is to do more than just “administer.” Our mission is to enhance our community by providing safe affordable housing, and by fostering self-sufficiency and stability for people in need. Our vision is for a model community with progressive programs and partnerships that provide help for today and HOPE for tomorrow. We understand that if you need help paying your rent, your life is undoubtedly full of challenges. Stress tends to be high and it is all too easy for frustration to set in. We are committed to providing quality housing and assisting you in attaining a better quality of life. Within the contents of this packet, you can learn about the programs offered here that can help you. I hope you will make the most of your time with us. I wish you the best.

Sincerely,

Deanna L. Watson,  
Executive Director

## **Glossary of Terms**

**ADJUSTED INCOME:** Annual gross income (income before deductions), less allowable HUD deductions

**ANNUAL INCOME:** The anticipated total annual income of an eligible applicant/participant from all sources for the 12 month period following the date of determination of income and eligibility

**BRIEFING:** A Housing Authority's information giving/gathering meeting

**CONTINUING INTEREST LETTER:** A mailed letter, asking if you are still interested in being on the Waiting List

**CONTRACT RENT:** The total rent paid to the owner, including the applicant/participant rent and HAP payment from BC/ACHA

**DATING VIOLENCE:** Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the person involved in the relationship.

**DOMESTIC VIOLENCE:** Includes felony and misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person similar situated to a spouse of the victim under the domestic laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**GROSS RENT:** The sum of the Contract Rent and the Utility Allowance. If there is no Utility Allowance, then Contract Rent equals Gross Rent.

**EIV:** Enterprise Income Verification-HUD operated income verification program designed to verify participant's income.

**HA--HOUSING AUTHORITY:** In this instance, the Boise City/Ada County Housing Authority

**HAP:** Housing Authority Payment. The amount the HA is paying towards the rent to the landlord.

**HAP CONTRACT--HOUSING ASSISTANCE PAYMENTS CONTRACT:** A written contract between BC/ACHA and a property owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible applicant/participant. The amount of the payments equals the difference between the Contract Rent and the Applicant/Participant Rent.

**HOUSEHOLD COMPOSITION:** All those who live in the assisted unit

## **Glossary of Terms, Continued**

**HOUSEHOLD INCOME**: Gross annual income from various sources

**HQS--HOUSING QUALITY STANDARDS**: HUD's minimum quality standards for units receiving assistance

**HUD**: The United States Department of Housing and Urban Development

**IMMEDIATE FAMILY MEMBER**: A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of parent); or any other person living in the household of that person and related to that person by blood or marriage

**LANDLORD**: Either the owner, his representative, or managing agent, as designated by the owner

**LEASE**: A written agreement between a property owner and an eligible applicant/participant for leasing a housing unit

**LEP**: Limited English Proficiency

**LEASE ADDENDUM**: HUD's required added language to the landlord's lease with the applicant/participant

**PAYMENT STANDARD**: The amount used to calculate the total assistance an applicant/participant will receive on the Housing Choice Voucher Program

**PREAPPLICATION**: The first and simple form a person fills out, to decide if applicant qualifies for placement onto the Waiting List

**RFTA--REQUEST for TENANCY APPROVAL**: This form is submitted by the applicant/participant, initiating the approval process to have their chosen approved for rental assistance

**RECERTIFICATION**: Confirmation of participant income and family size, collected by the Housing Authority at least every 12 months.

**SECURITY DEPOSIT**: A dollar amount (paid by the applicant/participant) which may be used to cover unpaid rent or property damages to the owner upon termination of the lease

**STALKING**: To follow, to pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the with the intend to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly commit acts, to place a person in reasonable fear of death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person (ii) a member of immediate family of that person; or (iii) the spouse or intimate partner of that person

## **Glossary of Terms, Cont.**

**TENANT RENT:** The amount an applicant/participant will be responsible to pay their landlord

**TERM OF LEASE:** The initial term of the lease shall be for at least one year and provides for automatic renewal, on a month-to-month basis

**TOL--TOP OF THE LIST MEETING:** The initial interview with the Housing Authority and applicant to start the eligibility determination process

**TTP--TOTAL TENANT PAYMENT:** The monthly amount the applicant/participant is required to pay for rent, which is equal to the highest of 30% of applicant's/participant's monthly adjusted income, 10% of the applicant's/participant's monthly income, or the minimum rent; plus any rent above the payment standard

**UNIT:** Any house, duplex, apartment, mobile home, etc.

**UTILITY ALLOWANCE:** The HA maintains a utility allowance schedule for all participant paid utilities (except telephone), for cost of participant-supplied refrigerators and ranges, and for other participant paid housing services (e.g., trash collection). The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.

**UTILITY REIMBURSEMENT PAYMENT:** When the TTP is less than the utility allowance the difference is paid to the participant monthly

**VAWA:** Violence Against Women and Department of Justice Reauthorization Act of 2005

**VERIFICATION of INCOME and FAMILY COMPOSITION:** The process by which a Housing Representative seeks first- and third-party verification of a applicant's/participant's family size and annual income

**VOUCHER:** Contractual agreement between the PHA and the applicant/participant, obligating the PHA to provide assistance if the applicant/participant locates an approvable unit and complies with the family obligations

**WAITING LIST:** The Housing Authority's *managed* list of applicants that is updated daily and purged semi-annually for people no longer interested/available to remain on the Waiting List

## **Welcome to the Section 8 Housing Choice Voucher Program**

### **What is the Section 8 Housing Choice Voucher Program?**

The Section 8 Housing Choice Voucher Program (HCV) was designed to provide rental assistance to households who are qualified and eligible to receive it. The funding for the program comes from the United States Department of Housing and Urban Development (HUD). Rental Assistance payments are made by BC/ACHA to participating property owners on a monthly basis to cover all or a portion of the rent due for the tenants who are active participants in the Section 8 Housing Choice Voucher Program.

### **What determines if a household is Eligible?**

Household eligibility is based on household composition, household income and asset limits established by HUD. After the household has been determined to be eligible, and has been briefed on program requirements, the household will be issued a Housing Choice Voucher. The household can then start looking for a suitable dwelling and enlist the landlord's participation in the program.

### **Change Policy/Reporting Changes**

Boise City/Ada County Housing Authority (BC/ACHA) Policy requires any changes of household income, assets, or household members be placed in writing and submitted to BC/ACHA within ten (10) business days of the change.

### **Verification of Family Income (EIV)**

The BC/ACHA uses the Department of Housing and Urban Development's (HUD) Enterprise Income Verification (EIV) system to view employment information, wages, unemployment compensation and Social Security benefits information for any family member of an assisted household, at any point in time. **The system also identifies families that may have under-reported their household income.** The BC/ACHA will use the EIV system for each reexamination that is processed. The EIV system does not eliminate the need for the BC/ACHA to obtain additional information about your income. We still require third-party employment verifications (for example) completed by your employer. It is more important than ever to report all of your changes of family income and household composition within ten (10) days. The EIV system allows BC/ACHA to verify your hire date and income information for all household members. **Don't risk losing your housing assistance. WHEN IN DOUBT, REPORT IT IN WRITING!**

### **Changes Occurring Between Voucher Issuance and Lease Effective Date**

Changes that occur during this period may affect the applicant's eligibility for assistance. Changes of income, household composition, or change of residence that occur during this period **MUST** be reported within 10 days in writing. Changes may affect the issuance of the voucher; the amount of the family's TTP (Total Tenant Payment); and may affect the applicant's overall eligibility for the program.

## **The Housing Choice Voucher**

After your household has been determined eligible *and* has been briefed on the program's requirements, you are issued a Housing Choice Voucher. A Voucher is a contract between you and the BC/ACHA, it...

1. Authorizes the household to look for a unit to rent with the program's subsidy and is a contract between the Housing Authority and the household.
2. Will only benefit you if you find an available unit, then submit to this agency a Request for Tenancy Approval (RFTA), and sign the lease with your landlord.
3. Specifies the household's and the Housing Authority's rights and responsibilities. Please read these on your voucher. If you have any questions, you may ask someone at the Housing Authority to explain them to you.
4. Has a bedroom size that reflects a dollar amount. That dollar amount is a floating benefit: it may change as you incur changes in your income/household size.

### **Are There Geographical Restrictions in Using my Voucher?**

Yes. You may seek housing anywhere within the limits of Ada County.  
(Boise, Star, Kuna, Garden City, Meridian and Eagle)

### **➤ EXPIRATION AND EXTENSION OF THE HOUSING VOUCHER**

The Housing Choice Voucher is initially issued for a sixty (60) day period. The family must submit a Request for Tenancy Approval (RFTA) within the sixty (60) day period unless an extension has been requested and granted.

The Housing Choice Voucher can be extended in increments of thirty (30) days. You may be allowed two (2), thirty (30) day extensions, not to exceed an additional sixty (60) days. However, if a household includes a member with a disability and the household is experiencing difficulty finding suitable housing, BC/ACHA will, on a case-by-case basis, consider extenuating circumstances in granting an extension to the 120 Day period as a reasonable accommodation.

A request for an extension **MUST** be submitted in writing prior to the expiration date **AND** must be accompanied by the Record of Contacts Made to Rent a Unit (in briefing packet). Other circumstances may be considered, but on a case-by-case basis.

## **Housing Authority Portability Resources**

### **Moving Out of the Area? Portability Procedures**

Portability allows a household the option to move from BC/ACHA's jurisdiction to another location, without having to be placed on the receiving Housing Authority's waiting list.

For the first year of the lease, the household cannot transfer their assistance to another Housing Authority if they move out of Ada County. There are some exceptions in which will be reviewed on a case-by-case basis. This is called "porting out." The next page has a list of some Housing Authorities most frequently used.

After the first year, the household may move out of Ada County, *only after notifying their landlord and their Housing Representative in writing of their intent to move*. Portability is usually limited to one move within a 12-month period. Please ask your housing representative about this process.

### Most Frequently Used

#### ***Idaho***

Caldwell Housing Authority  
Mike Dittenber  
22730 Farmway Rd.  
Caldwell, ID 83605  
(208) 459.2232

Nampa Housing Authority (Public Housing Only)  
Andy Rodriguez  
1703 3<sup>rd</sup> St. North  
Nampa, ID 83687  
(208) 466.2601

Southwestern Idaho Cooperative  
David Patten  
Housing Authority (SICHA)  
377 e. Main St  
Middleton, ID 83644  
(208) 585.9325

Housing Authority of the City of Pocatello  
Don Thompson  
PO Box 4161  
Pocatello, ID 83205  
(208) 233.6276

Twin Falls Housing Authority  
Sunny Jensen  
844 North Washington, Ste. 300  
Twin Falls, ID 83301  
(208) 734.8531

Idaho Falls Housing Authority  
Craig Stoddard  
390 W. Sunnyside  
Idaho Falls, ID 83402  
(208) 522.6002

Lewiston Housing Authority  
Jackie Sayre  
215 10<sup>th</sup> St. Ste. 101  
P.O. Box 342  
Lewiston, ID 83501  
(208) 743.0251

Coeur d' Alene Housing Authority  
Mary Jo Braaten  
610 W. Hubbard, Bay 219  
Harbor Plaza  
CDA, ID 83814  
(208) 667.3380

## **HOUSING AUTHORITY PORTABILITY RESOURCES, Cont.**

### *Utah*

Housing Authority of SLC  
Tracy Artz  
1776<sup>th</sup> West Temple  
Salt Lake City, UT 84115  
(801) 487-2161

Bear River Regional Public Housing Authority  
Tricia Post  
170<sup>th</sup> North Main  
Logan, UT 84321  
(435) 752-7242

### *Arizona*

City of Phoenix Housing Department-Section 8  
Eric Rojo  
830<sup>th</sup> East Jefferson  
Phoenix, AZ 85034  
(602) 262-4457

### *Oregon*

Housing Authority of Malheur County  
Mary Galloway  
959<sup>th</sup> Firtner St.  
Ontario, OR 97914  
(541) 889-9661

Housing Authority of Portland  
Rachel Russell  
135<sup>th</sup> South West Ash Street  
Portland, OR 97204  
(503) 802-8567

### *Washington*

Housing Authority of Asotin Co.  
Brenda McClendon  
1212<sup>th</sup> Fair St.  
Clarkston, WA 99403  
(509) 758-8514

Spokane Housing Authority  
Roy Pluid  
West 55<sup>th</sup> Mission Ave. Ste. 104  
Spokane, WA 99201  
(509) 252-7119

King Co. Housing Authority  
Suaad Ali  
600<sup>th</sup> Andover Park West  
Seattle, WA 98188  
(206) 214-1300

Bellingham Housing Authority  
Maria Rios  
PO Box 9701  
Bellingham, WA 98227  
(360) 676-6887

## **How & Why is the Number of Bedrooms Determined?**

We use the bedroom size for the purpose of determining the amount of a family's subsidy. The determined bedroom number is noted on each voucher. *The designated bedroom size does not tell you what size of a unit to rent, it only is an accounting tool that determines the amount of your subsidy; however, the subsidy is often practically linked to how many bedrooms it will pay for.*

Our occupancy (bedroom-number) standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

### **Other Guiding Principles:**

- A. Subsidy standards must provide for the smallest number of bedrooms needed to house a household without overcrowding.
- B. Subsidy standards must be consistent with space requirements under the housing quality standards.
- C. Subsidy standards must also be applied consistently for all households of like size and composition.
- D. A two-bedroom unit may be used by a two-member household that consists of a single parent and child or by a couple who, due to medically documented reason, must have separate bedrooms (as approved by BC/ACHA).
- E. A participant who is pregnant (with no other persons residing in the household) must be treated as a two-person household for subsidy standards
- F. Participants will be allowed to have visitors for a total of **no more than 14-days per year**, except in the case of an immediate family member requiring care of or providing care for the household and are expected to stay between fifteen (15) and ninety (90) days. Transfers will not be considered in this event. **If visitors stay past fourteen (14) days total per year, the participant must seek and obtain approval from the landlord and BC/ACHA to add the visitor to the lease agreement and household. A determination will be made as to their eligibility and income will be counted in determining the household's contribution for rent.**
- G. Dependents who are subject to a joint custody arrangement may be considered a member of the household if they live with the applicant/participant at least 182.5 days per calendar year or 50% percent of the time. When more than one assisted applicant/participant family is claiming the same dependents as family members, the family with primary custody at the time of initial or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the BC/ACHA will make the determination based on available documents such as court orders, IRS documents such as a tax return, or other documents from a reliable source.

## **How & Why is the Number of Bedrooms Determined?, Cont.**

- H. Foster children will count in the household size when determining unit size. Children who are temporarily away from the home because of placement in foster care are considered members of the family. (See below for further explanation).
- I. If children are removed from the household, the parent(s) will retain their eligibility; however, they will be issued a different size voucher at their next annual reexamination. If the children are expected to be returned, but are out of the home for more than six (6) months from the initial removal date, the voucher size will be reduced at the next annual reexamination, unless the BC/ACHA receives written verification from a reliable source (court, etc.) that the children's return is likely to occur and that additional time is necessary.
- J. Live-in care attendants will be authorized a separate bedroom when determining unit size. A live-in care attendant must reside in the unit at least (50%) percent or more of the time.
- K. Unless a care attendant resides in the household, the unit size for any household consisting of a single person must be either zero or one-bedroom, except when the need for a larger unit for medically documented reasons has been provided by a health care professional.
- L. BC/ACHA may grant exceptions from the established unit size standards if BC/ACHA determines that the exception is justified by the age, gender, health, disability, or relationship of household members or other personal circumstances.
- M. A family consisting of a full-time student that is away attending school, but is home for school breaks and summer vacation, may be considered a member of the family and may be entitled to an additional bedroom, if warranted, given the number of other dependents. Away attending school means that the full-time student is enrolled at a school or vocational training center that is located at least (50) miles away from the assisted unit.

The Boise City/Ada County Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and provides medical documentation from a health care professional why the larger size is necessary.

The family unit size will be determined by the Boise City/Ada County Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

## **Household Obligations**

The family obligations listed in this section are in accordance with the Code of Federal Regulations (CFR) Title 24, 982.551. A summary of the family obligations are provided below. **Violations of any of these obligations may be grounds for termination of your assistance.**

The Household **Must** . . .

- supply any information determined necessary in the administration of the program
- disclose and verify social security numbers for each household member
- supply information that is true and complete
- allow BC/ACHA to conduct at least one (1) annual Housing Quality Standards (HQS) inspection
- be responsible for any HQS breach caused by the family
- notify BC/ACHA and the owner *before* the family moves out of the unit or terminates the lease with written notice
- promptly give BC/ACHA a copy of any eviction notice
- use the assisted unit for residence by the family and must be the family's only residence
- have the household composition of the assisted family residing in the unit be approved by BC/ACHA and the landlord. The family must also promptly inform BC/ACHA of any births, adoptions, or court-awarded custody of a child. The family must also request BC/ACHA and the landlord's approval to add any other family member as an occupant of the unit
- notify BC/ACHA if any family member is no longer residing in the unit
- pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease
- notify BC/ACHA of any extended absence from the unit

The Household **Must Not** . . .

- commit any serious or repeated lease violations, which may include damage to the unit caused by program participants or their guests (beyond normal wear)
- own or have any interest in the dwelling or rent from parent, child, sister, brother, grandparent, or grandchild
- commit fraud, bribery, or any other corrupt or criminal act in connection with the program
- receive mail at the assisted unit for any person not listed in the household
- receive duplicate assistance from any other Federal housing assistance program
- sublease, assign the lease, or transfer the dwelling
- engage in abuse of alcohol, drug-related criminal activity or violent criminal activity or other criminal activity that threaten the health, safety or right to peaceful enjoyment of other residence residing in the immediate vicinity of the premises

## **Termination of Assistance**

If a participant is terminated from the HCV program for any reason, they have the right to request an informal hearing within ten (10) days of the termination.

### **Some reasons assistance MAY be terminated include, but are not limited to:**

- Failure to report income/household changes within 10 working days
- Missed appointments, and not rescheduling
- Failure to provide requested documentation
- A member of the household is currently engaging in drug-related or violent criminal activity
- Failure to comply with the terms of your lease, and/or
- Any violations of Family Obligations (as outlined on your voucher and in this packet.)

### **Some reasons assistance WILL automatically be terminated include, but not limited to:**

- The family moves from the unit
- The owner or family terminates the lease
- The BC/ACHA terminates program assistance for any reason and/or
- The owner evicts the family

**Please refer to your Housing Choice Voucher for a complete list of Housing obligations!!**

## **Informal Review for an Applicant**

### A. Informal Review for the Applicant

The Boise City/Ada County Housing Authority will give a Section 8 Housing Choice Voucher Program participant prompt notice of a decision denying assistance. The notice will contain a brief statement of the reasons for the Boise City/Ada County Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

### B. When an Informal Review is not Required

The Boise City/Ada County Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Boise City/Ada County Housing Authority subsidy standards
2. A Boise City/Ada County Housing Authority determination not to approve an extension or suspension of a certificate or voucher term
3. A Boise City/Ada County Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease
4. A Boise City/Ada County Housing Authority determination that a unit selected by the applicant is not in compliance with HQS
5. A Boise City/Ada County Housing Authority determination that the unit is not in accordance with HQS because of family size or composition
6. General policy issues or class grievances
7. Discretionary administrative determinations by the Boise City/Ada County Housing Authority
8. 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.

### C. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Boise City/Ada County Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision. For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

## **Informal Hearing for a Participant**

### A. When a Hearing is Required

1. The Boise City/Ada County Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Boise City/Ada County Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Boise City/Ada County Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Boise City/Ada County Housing Authority utility allowance schedule
  - c. A determination of the family unit size under the Boise City/Ada County Housing Authority subsidy standards
  - d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Boise City/Ada County Housing Authority subsidy standards, or the Boise City/Ada County Housing Authority determination to deny the family's request for an exception from the standards
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Boise City/Ada County Housing Authority policy and HUD rules
2. In cases described in paragraphs (A)(1)(d), (e), and (f) of this Section, the Boise City/Ada County Housing Authority will give the opportunity for an informal hearing before the Boise City/Ada County Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

## **Informal Hearing for a Participant Cont.**

### B. When a Hearing is not Required

The Boise City/Ada County Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Boise City/Ada County Housing Authority
2. General policy issues or class grievances
3. Establishment of the Boise City/Ada County Housing Authority schedule of utility allowances for families in the program
4. A Boise City/Ada County Housing Authority determination not to approve an extension or suspension of a certificate or voucher term
5. A Boise City/Ada County Housing Authority determination not to approve a unit or lease
6. A Boise City/Ada County Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Boise City/Ada County Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Boise City/Ada County Housing Authority determination that the unit is not in accordance with HQS because of the family size
8. A determination by the Boise City/Ada County Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

### C. Notice to the Family

1. In the cases described in paragraphs (A), (1) (a), (b), and (c) of this Section, the Boise City/Ada County Housing Authority will notify the family that they may ask for an explanation of the basis of the Boise City/Ada County Housing Authority's determination, and that 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)(d), (e), and (f) of this Section, the Boise City/Ada County Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision and

## **Informal Hearing for a Participant Cont.**

- b. State if the family does not agree with the decision, they may request an informal hearing on the decision within 10 business days of the notification

### D. Hearing Procedures

The Boise City/Ada County Housing Authority and participants will adhere to the following procedures:

#### 1. Discovery

- a. Prior to the hearing the family will be given the opportunity to examine any Boise City/Ada County Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Boise City/Ada County Housing Authority does not make the document(s) available for examination upon request of the family, the Boise City/Ada County Housing Authority may not rely on the document at the hearing.
- b. The Boise City/Ada County Housing Authority will be given the opportunity to examine, at the Boise City/Ada County Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Boise City/Ada County Housing Authority will be allowed to copy any such document at the Boise City/Ada County Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Boise City/Ada County Housing Authority, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

#### 2. Representation of the Participant(s)

A lawyer or other representative may represent the participant. Please be advised that all fees associated with formal representation will be incurred at the family's expense.

#### 3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Boise City/Ada County Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Boise City/Ada County Housing Authority hearing procedures.

## **Informal Hearing for a Participant Cont.**

### 4. Evidence

The Boise City/Ada County Housing Authority and the family must have 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.

### 5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 30 calendar days from the date of the hearing, 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. If as a result of a hearing decision, a participant family's assistance will be terminated, the Boise City/Ada County Housing Authority will give both the family and the owner a thirty (30) day written notice of termination of HAP.

### 6. Effect of the Decision

The Boise City/Ada County Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Boise City/Ada County Housing Authority 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 Boise City/Ada County Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Boise City/Ada County Housing Authority determines that it is not bound by a hearing decision, the Boise City/Ada County Housing Authority will notify the family within 30 calendar days of the determination, and of the reasons for the determination.

## **Informal Hearing for a Participant Cont.**

### E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority 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 the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Boise City/Ada County Housing Authority will consider evidence of whether the household member:

1. 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;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. 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. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Boise City/Ada County Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## Payment Standard (Voucher)

HUD establishes the Income Limits and Fair Market Rents (FMR). Rent is meant to be adequate to enable a household to obtain *modest* housing. Annual adjustments may be made to reflect local rent increases.

The Boise City/Ada County Housing Authority establishes the payment standards. The payment standards are set between 90% and 110% of the FMR.

### Section 8 Income Limits

Number of Household Members

1            2            3            4            5            6            7            8

Annual Income

**\$21,700    \$24,800    \$27,900    \$30,950    \$33,450    \$35,950    \$38,400    \$40,900**

### Section 8 Payment Standard

<u>Studio</u>	<u>1 Bed</u>	<u>2 Bed</u>	<u>3 Bed</u>	<u>4 Bed</u>	<u>5 Bed</u>	<u>6 Bed</u>
\$506	\$600	\$708	\$1029	\$1095	\$1259	\$1424

### Section 8 Minimum Rent

The Boise City/Ada County Housing Authority has set the minimum rent as **\$ 50.00**. **The minimum rent for disabled/elderly families is \$25.00**. However, a family may request a hardship exemption from the minimum rent. This request must be requested in writing. The Boise City/Ada County Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

## Unit Type Definitions



### **Older Home Converted/Mixed Use**

A building that when built was intended for use by one family but has been converted into a multi-unit residence or a building with four or less units that also includes commercial space.



### **Mobile Home**

A manufactured home that is capable of being moved on its own wheels.



### **Single Family Detached**

A detached building intended to house one family.



### **Two/Three Family (Duplex)**

A building with separate entrances intended to house two or three families.



### **Older Multi-Family**

An older building that has four or more housing units and is less than four stories tall.



### **High-Rise**

A multi-unit building five or more stories tall sharing one or more common entrances.



### **Row House/Garden Apartment/Walkup**

A group of similar housing units that have individual entrances and have at least one common wall.  
(Town homes)

## Utility Allowance Schedule

### SECTION 8 HOUSING CHOICE VOUCHER UTILITY ALLOWANCE SCHEDULE (For Tenant Provided Utilities and Appliances) **Effective 10/01/2009**

<b>Mobile Home</b>		<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	
Heating						
a. Natural Gas		35	41	44	47	
b. Electric		41	49	53	57	
c. Bottle Gas		73	88	95	103	
d. Oil		66	80	87	93	
Cooking						
a. Natural Gas		5	7	8	9	
b. Electric		3	4	4	5	
c. Bottle Gas		13	15	18	19	
Other Electricity		26	33	42	52	
Water Heating						
a. Natural Gas		7	14	21	28	
b. Electric		9	19	28	37	
c. Bottle Gas		16	32	48	65	
d. Oil		16	32	48	64	
Range		5	5	5	5	
Refrigerator		7	10	10	10	

<b>High Rise</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Heating						
a. Natural Gas	10	11	14	17	21	25
b. Electric	8	10	14	17	22	28
Cooking						
a. Natural Gas	5	5	7	8	9	10
b. Electric	3	3	4	4	5	5
Other Electricity	21	26	33	42	52	59
Water Heating						
a. Natural Gas	5	7	14	21	28	35
b. Electric	6	9	19	28	37	46
Range	5	5	5	5	5	5
Refrigerator	7	7	10	10	10	10

**Utility Allowance Schedule Cont.**

<b>Row House/Garden Apt</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Heating						
a. Natural Gas	13	15	17	22	28	34
b. Electric	12	14	17	24	31	40
c. Bottle Gas	22	26	30	43	56	71
d. Oil	21	25	30	43	55	70
Cooking						
a. Natural Gas	5	5	7	8	9	10
b. Electric	3	3	4	4	5	5
c. Bottle Gas	11	13	15	18	19	21
Other Electricity	21	26	33	42	52	59
Water Heating						
a. Natural Gas	5	7	14	21	28	35
b. Electric	6	9	19	28	37	46
c. Bottle Gas	11	16	32	48	65	81
d. Oil	11	16	32	48	64	79
Range	5	5	5	5	5	5
Refrigerator	7	7	10	10	10	10

<b>Older Multi-Family</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Heating						
a. Natural Gas	18	21	27	32	41	50
b. Electric	19	22	31	38	49	62
c. Bottle Gas	33	40	56	67	87	110
d. Oil	33	39	55	66	86	108
Cooking						
a. Natural Gas	5	5	7	8	9	10
b. Electric	3	3	4	4	5	5
c. Bottle Gas	11	13	15	18	19	21
Other Electricity	21	26	33	42	52	59
Water Heating						
a. Natural Gas	5	7	14	21	28	35
b. Electric	6	9	19	28	37	46
c. Bottle Gas	11	16	32	48	65	81
d. Oil	11	16	32	48	64	79
Range	5	5	5	5	5	5
Refrigerator	7	7	10	10	10	10

**Utility Allowance Schedule Cont.**

<b>Older Home Converted</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Heating						
a. Natural Gas	16	19	25	30	38	47
b. Electric	17	20	28	34	45	57
c. Bottle Gas	30	36	51	61	81	103
d. Oil	29	35	50	60	79	101
Cooking						
a. Natural Gas	5	5	7	8	9	10
b. Electric	3	3	4	4	5	5
c. Bottle Gas	11	13	15	18	19	21
Other Electricity	21	26	33	42	52	59
Water Heating						
a. Natural Gas	5	7	14	21	28	35
b. Electric	6	9	19	28	37	46
c. Bottle Gas	11	16	32	48	65	81
d. Oil	11	16	32	48	64	79
Range	5	5	5	5	5	5
Refrigerator	7	7	10	10	10	10

<b>Duplex &amp; Two/Three Family</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Heating						
a. Natural Gas	14	16	21	25	32	39
b. Electric	15	18	25	30	39	49
c. Bottle Gas	28	32	45	54	70	87
d. Oil	27	32	44	53	69	86
Cooking						
a. Natural Gas	5	5	7	8	9	10
b. Electric	3	3	4	4	5	5
c. Bottle Gas	11	13	15	18	19	21
Other Electricity	21	26	33	42	52	59
Water Heating						
a. Natural Gas	5	7	14	21	28	35
b. Electric	6	9	19	28	37	46
c. Bottle Gas	11	16	32	48	65	81
d. Oil	11	16	32	48	64	79
Range	5	5	5	5	5	5
Refrigerator	7	7	10	10	10	10

**Utility Allowance Schedule Cont.**

<b>Single Family Detached</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Heating						
a. Natural Gas	27	34	42	46	59	66
b. Electric	31	39	50	56	72	82
c. Bottle Gas	55	70	90	100	129	147
d. Oil	54	69	89	99	127	145
Cooking						
a. Natural Gas	5	5	7	8	9	10
b. Electric	3	3	4	4	5	5
c. Bottle Gas	11	13	15	18	19	21
Other Electricity	21	26	33	42	52	59
Water Heating						
a. Natural Gas	5	7	14	21	28	35
b. Electric	6	9	19	28	37	46
c. Bottle Gas	11	16	32	48	65	81
d. Oil	11	16	32	48	64	79
Range	5	5	5	5	5	5
Refrigerator	7	7	10	10	10	10

## Utility Allowance Schedule

If you are responsible to pay water, sewer, or trash, you will also need to include the following amounts:

### WATER

<i>Location</i>	<b>Studio</b>	<b>1 Bed</b>	<b>2 Bed</b>	<b>3 Bed</b>	<b>4 Bed</b>	<b>5 Bed</b>	<b>6 Bed</b>
Boise/Ada County	\$ 18	\$ 20	\$ 22	\$ 23	\$ 26	\$ 28	\$ 37
Kuna	\$ 18	\$ 18	\$ 18	\$ 18	\$ 20	\$ 22	\$ 30
Meridian	\$ 10	\$ 12	\$ 14	\$ 16	\$ 20	\$ 22	\$ 32
Eagle	\$ 8	\$ 9	\$ 9	\$ 10	\$ 12	\$ 13	\$ 18
Star	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22

### SEWER

<i>Location</i>	<b>Studio</b>	<b>1 Bed</b>	<b>2 Bed</b>	<b>3 Bed</b>	<b>4 Bed</b>	<b>5 Bed</b>	<b>6 Bed</b>
Boise/Ada County	\$ 17	\$ 19	\$ 21	\$ 23	\$ 26	\$ 28	\$ 28
Kuna	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24	\$ 24
Meridian	\$ 17	\$ 22	\$ 27	\$ 31	\$ 39	\$ 44	\$ 67
Eagle	\$ 26	\$ 26	\$ 26	\$ 26	\$ 26	\$ 26	\$ 26
Star	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25

### TRASH

<i>Location</i>	<b>Studio</b>	<b>1 Bed</b>	<b>2 Bed</b>	<b>3 Bed</b>	<b>4 Bed</b>	<b>5 Bed</b>	<b>6 Bed</b>
Boise/Ada County	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
Kuna	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12
Meridian	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13
Eagle	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18
Star	\$ 16	\$ 16	\$ 16	\$ 16	\$ 16	\$ 16	\$ 16

## Calculating the Housing Choice Voucher Subsidy

The **payment standard** is the amount used to calculate the housing assistance a household will receive under the Section 8 Housing Choice Voucher Program. The payment standard is the **lower** of:

- The payment standard amount for the appropriate family unit size **OR**
- The payment standard amount for the size of the dwelling unit actually rented by the family.

The housing choice voucher subsidy is based upon the applicable payment standard **MINUS** 30% of the participant's monthly adjusted household income. When initially receiving assistance on a unit, no participant may pay more than 40% of their monthly adjusted income as their portion of rent and utilities (based on the utility allowance schedule).

We are unable to determine the exact amount BC/ACHA will pay on your behalf until a Request for Tenancy Approval (RFTA) is brought into the office and we run a utility analysis. The landlord may call your housing representative at BC/ACHA before the Request for Tenancy Approval is brought into the office to verify that the contract rent they are asking will be within the guidelines.

### **EXAMPLE #1:**

Using a household that qualifies for a payment standard of \$650 and has a monthly adjusted income of \$1000.00

<b>Applicable Payment Standard</b>	<b>649.00</b>
<b>30% Monthly Adjusted Income</b>	<b><u>-300.00</u></b>
<b>Housing Voucher Subsidy</b>	<b>349.00 (month)</b>

In this example the housing authority would pay a maximum of \$350.00 per month in subsidy towards the unit contract rent.

### **EXAMPLE #1 continued:**

<b>Contract Rent</b>	<b>580.00</b>
<b>Housing Subsidy</b>	<b>- <u>349.00</u></b>
<b>Tenant's Rent Portion</b>	<b>231.00</b>

### **NOTE:**

The payment standard is different for each county and bedroom size. Please refer to the payment standard chart included in your briefing packet.



**Calculating the Housing Choice Voucher Subsidy Cont.**

**EXAMPLE #3**

**Bedroom Size:** \_\_\_\_\_

**Dwelling Type:** \_\_\_\_\_

**Payment Standard:**     **\$** \_\_\_\_\_

**Less Utility Costs:**

**Heating – Type=** \_\_\_\_\_

**Cooking – Type=** \_\_\_\_\_

**Other Electric** \_\_\_\_\_

**Water Heating – Type** \_\_\_\_\_

**Water** \_\_\_\_\_

**Sewer** \_\_\_\_\_

**Trash** \_\_\_\_\_

**Stove/Range** (If provided by tenant) \_\_\_\_\_

**Refrigerator** (If provided by tenant) \_\_\_\_\_

**(Add and Enter Utility Costs)**    **+**    \_\_\_\_\_

**Payment Standard**                    \_\_\_\_\_

**Utility Costs**                        **-**    \_\_\_\_\_

**TOTAL AMOUNT OF CONTRACT RENT** \_\_\_\_\_

**(exact figure for 0 income, ball park range with income)**

## **Things to Know**

### **Security Deposits**

1. The cost of the security deposit is **NOT** covered under the Housing Choice Voucher Program.
2. The purpose of the security deposit is:
  - a. reimbursement for any unpaid rent payable by the tenant
  - b. damages to the unit or for other amounts the tenant owes under the lease

### **Advantages to the Owner**

A contract with the Authority encourages a longer occupancy than does the average month-to-month rental agreement with the result that the chances of vacancy loss will be lowered. Although the owner is responsible for collection of tenant's portion of the contract's rent, *the owner has the assurance of timely and consistent payments from the Authority.*

### **Tenant's rental history to Owners**

It is this Housing Authority's practice and obligation to follow 24 CFR §982.307(b)(2), and that is *to provide owners with any available tenant history*, which is known by this agency if requested.

### **Equal Opportunity**

Equal opportunity requirements as provided for by the United States 1968 Civil Rights Act and any other federal, state, or local law must be complied with completely.

### **Discrimination**

If you feel that you have been discriminated against, call one of these Hotline numbers or fill out the enclosed HUD discrimination form.

HUD (Washington, D.C.) - 1-800-424-9590  
HUD (Seattle, WA) - 1-206-442-0226

## **Violence Against Women's Act**

In January 2006, President Bush signed a law known as the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) with technical amendments following on August 12, 2006. Portions of this law create new protections for residents of Public Housing and those who are assisted with Section 8 rental assistance voucher if they become victims of domestic violence, dating violence and stalking.

The following is a brief summary of the principal provisions of the new law. The information in this packet is intended to inform you of your rights and responsibilities under VAWA.

### Protections under VAWA

1. **Denial of Assistance:** VAWA provides that an application cannot be denied assistance or admission because he or she is a victim of domestic violence, dating violence, or stalking if the applicant is otherwise qualified for assistance or admission.
2. **Termination of Assistance or Tenancy:** Your assistance, tenancy, or occupancy rights will not be terminated as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking and is engaged in by a member of your household, a guest or another person under your control, and you or an immediate family member are the victim of such abuse.
3. **Lease Terms:** An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of that violence.

### **Removal of/Termination of Assistance to Perpetrator of Physical Violence**

If the perpetrator is a member of the victim's household, VAWA authorized the Boise City/Ada County Housing Authority (BC/ACHA) to terminate the tenancy of and evict a tenant or other lawful occupant, and/or to terminate assistance to a participant in the Section 8 program, who engages in criminal acts of physical violence against family member or others. This action may be taken against the individual alone, without evicting, terminating the tenancy of, removing, denying assistance to, or otherwise penalizing other household members.

## **Violence Against Women's Act Cont.**

### **Limitations**

You should know that there are some limitations to these protections:

- ❖ Your assistance and/or tenancy *may be* terminated if BC/ACHA, the owner or manager can demonstrate “an actual and imminent threat” to other tenants or to persons employed at or providing service to the development.
- ❖ So long as BC/ACHA, the owner or manager does not apply a more demanding standard to you than to other tenant, your tenancy and/or assistance *may be* terminated for lease violations that are not based on an incident or incidents of domestic violence, dating violence or stalking for which VAWA provided protections.
- ❖ If you claim protection under VAWA against termination of your assistance or tenancy, BC/ACHA the owner or manager may require you to deliver a certification concerning the incident or incidents that you believe raises VAWA protections. If you do not deliver this certification within fourteen (14) business days of the date of the request, you will lose you legal protection under VAWA.

### **Certification**

If you claim protection under VAWA, you may request to attest your victim status by signing a HUD-approved certification form (HUD from 50066). The form (a) requires the individual signing it to certify that she or he is the victim of “bona fide” incidents of actual or threatened domestic violence, dating violence, or stalking; as defined and described in VAWA, (b) must include the same name of the perpetrator, (c) must be provided within fourteen (14) business days unless BC/ACHA, the owner requesting the form extends the deadline. In lieu of the Certificate form, the victim may provide BC/ACHA, the owner or manager with a police report or court record, or documentation signed by a professional person whom you consulted about the domestic violence, dating violence, or stalking such as an attorney, a medical professional or advocate.

### **Confidentiality**

Information provided by you about an incident or incidents or domestic violence, dating violence or stalking involving you or a member of your household will be held by BC/ACHA, the owner or manager in confidence and not shared unless 1) you request or consent to the disclosure in writing; 2) the disclosure is required for use in an eviction proceeding; or 3) the disclosure is otherwise required by applicable law.

### **Portability/Moving to Another Location**

If you are otherwise in compliance with Section 8 requirements and the requirements of your lease, and you must relocate in order to protect the health and safety of person who was or is the victim of domestic violence, dating violence, or stalking, you may move (port) to another location even though you are breaking your lease when doing so. However, the victim must have a reasonable belief that he or she is imminently threatened by harm from further violence if he or she remains in the present location.

## **Protecting Tenants at Foreclosure Act of 2009**

Due to the recent increase in foreclosures around the country, Congress has passed the Protecting Tenants at Foreclosure Act outlining the protections and rights given to tenants during the foreclosure process. The Protecting Tenants at Foreclosure Act ensures that tenants receive appropriate notice of foreclosure and are not abruptly displaced. Please know that as a Section 8 participant you are entitled to the same rights under the law as other tenants. Your Housing Representative will assist you in ensuring your rights are met.

Under the Act, the new property owner cannot evict a month-to-month tenant for 90 days or, when a lease is in effect, until the tenant's lease ends except when the new property owner is going to use the rental property as his or her primary residence. In that case, the new owner must provide the tenant 90 days notice.

### **WHAT TO DO IF YOUR RENTAL UNDER GOES FORECLOSURE:**

- **Notify the Boise City/Ada County Housing Authority.** Immediately notify your Housing Representative at BC/ACHA to ensure that you are provided with the most up to date information as to your rights and obligations. Provide a copy of **all** correspondence between you, the landlord and the foreclosing agent to your Housing Representative.
- **Send a Letter to the Owner.** If you receive written or oral notice from the new owner asking you to vacate the foreclosed property before the end of your lease or prior to the end of the first 90 days after the unit has transferred ownership, send a letter via certified mail, return receipt requested, to the new owner informing them of the law. For assistance drafting this letter visit the Idaho Attorney General's website at [www2.state.id.us/ag/](http://www2.state.id.us/ag/) or contact your Housing Representative.
- **Attend All Hearings.** If you receive an eviction notice, you must attend all court hearings. Take a copy of (a) your lease agreement; (b) the letter you sent to the owner; (c) the return receipt; and (d) a copy of the law. Explain to the judge why you are entitled to remain in the rental. For additional information please visit the Idaho Attorney General's website for a copy of the Landlord and Tenant Guidelines.
- **Continue Paying Rent.** You **must** continue to pay rent to your landlord according to the terms of the lease. It is very important to keep copies of your payments.
  - **Before the Sale.** Until the property transfers to a new owner, you must continue to pay rent to your landlord under the terms of your lease. It is very important to keep copies of your payments in case a dispute arises about whether you paid your rent or to whom you paid it. If the landlord refuses to accept rental payments open a separate savings account and deposit your monthly rent payments into the account. This protects you in the event that you are required to pay any back rent.
  - **After the Sale.** When the property is sold to the new owner, it is the owner's responsibility to notify you that you have until the end of your lease to vacate the property. You must offer to pay rent to the new owner during the lease period. If the owner requires you to pay rent and you fail to do so, the owner can evict you.
- **Negotiate a New Lease** (optional). When your lease ends, if you want to remain in the rental, you can negotiate a new lease with the new owner. To protect yourself, you should obtain a written agreement and make sure it allows you sufficient time to relocate if the owner sells the home.
- **Request Your Deposit.** If the prior owner fails to return your deposit, you can file a lawsuit against the owner demanding a refund.

## **Tips on Finding a Unit**

Once you receive your Housing Choice Voucher you can begin your search for housing.

### **Places to check:**

- ✓ Custom Searches for rentals. (www.housingidaho.com or toll-free 1-877-428-8844)
- ✓ Thrifty Nickel/American Classifieds
- ✓ BC/ACHA bulletin board
- ✓ Property Management firms
- ✓ Real Estate companies
- ✓ Friends
- ✓ Look around for “For Rent” signs in area neighborhoods
- ✓ Newspaper classified ads

**These Apartment Complexes and Property Management Companies have been known to accept Section 8 Rental Assistance in the past. You may want to contact them about their vacancies, application, and rental policies.**

Around the Town	(208) 378-1081	Meridian Foothills	(208) 887-1686
Alderbury Cove	(208) 323-8809	Nez Perce	(208) 287-1061
Brentwood	(208) 336-3869	Park Lane	(208) 342-1888
Civic Plaza	(208) 344-7400	Park River	(208) 344-7899
Blue Meadows	(208) 853-8109	River Plaza	(208) 338-1667
Investors Prop Mgmt	(208) 853-0315	Shoreline North	(208) 287-1061
Glenbrook	(208) 344-2211	Sisters Villa	(208) 939-4412
Glenwood Village	(208) 346-3251	Towne Square Apts	(208) 322-1181
Hammack Mgmt	(208) 342-7368	Vine Terrace	(208) 287-1061
Latah Village	(208) 344-9151	Whispering Pines	(208) 375-7646
Liberty	(208) 387-1061	Williamson’s Guardian Mgmt	(208) 376-5917
Mallard Point	(208) 327-1723	Wood bridge	(208) 376-7900

### **Available Units:**

There is a notebook of possible units for lease at the BC/ACHA’s Front Desk. These listings are from local landlords interested in renting to Section 8 participants. These units have not been pre-inspected, so we would still need to conduct a minimum Housing Quality Standards (HQS) inspection.

### **If a Household Member is Handicapped?**

A list of handicapped-accessible units is available from the Housing Authority upon request.

## Tips on Finding a Unit Cont.

### High Poverty Census Tracts:

One of the advantages of having a housing choice voucher is the freedom it gives you. Vouchers are portable and tenant based, meaning you take the assistance with you out into the community to find the best living arrangement for you and your family. This is in contrast to project based assistance which requires a person or family to live in a specific complex in order to receive the rent subsidy benefit. If you have been living in a high poverty area, you now have the ability to make a change to your surroundings. We recommend you consider a number of factors as you search for the most appropriate housing choice. For instance, you will want to look for safe neighborhoods and proximity to jobs or job opportunities, transportation options as well as the relative location of quality schools, medical and shopping facilities.

### As you search for housing you should keep in mind:

- ✓ Each household chooses its own unit, if it qualifies.
- ✓ The overall condition of the unit and its neighborhood.
- ✓ Whether the unit rent is reasonable. (Under the Voucher program we are required to advise you of our determination, and at the request of the household, assist in rent negotiation.) By utilizing comparable rent statistics, BC/ACHA may disapprove an unreasonable rent. What are the long-term impacts on your budget?
- ✓ The cost of any tenant paid utilities and whether the unit and its appliances are energy efficient.
- ✓ The location of the unit, including when applicable, proximity to public transportation, employment center, schools, medical and shopping facilities.
- ✓ Be sure to keep track of the units you view on the “Record of Contacts Made to Rent a Unit” sheet contained in this packet. You have an initial **time limit of 60 days** from the issuance of your Housing Choice Voucher, to turn in a signed **Request for Tenancy Approval** (also located within this packet.) Remember, if you are unable to find a unit to rent within that 60-day time period, you **must** request an extension **in writing** prior to the expiration date. To allow time for review and approval, this should be done at least a week prior to the Voucher expiration. It is very important that you fill out the “Record of Contacts Made to Rent a Unit” sheet because it is used by BC/ACHA to help determine if an extension can be granted. If your Housing Choice Voucher **expires before** you have submitted a **Request for Tenancy Approval** or a written request for an extension, your name **is removed** from the waiting list and you must reapply.
- ✓ Make sure you are able to meet the landlord expectations for home maintenance. Are you required to water and mow the lawn? Will that be a hardship for you? What utilities are you required to pay? Many times houses are more expensive than duplexes and apartments because tenants are required to pay more utilities, like water, sewer, and trash. Make sure you know what is expected and make sure that will not be too difficult or too expensive for you.

## **Tips on Finding a Unit Cont.**

### **Once you have located a unit:**

When you contact an owner or landlord about an available unit, please feel free to give him/her our number so we can answer any questions regarding the rental assistance program. If possible, try to meet with the owner or landlord in person and if you have references, be sure to offer them. **Bring this briefing packet with you so the owners/landlords can see the forms that are required.**

### **Lease:**

The lease will be executed between the landlord and the household (see sample or your landlord may choose to use his own lease) as well as a lease addendum and contract with the Housing Authority. You are required to sign a lease for 12 months. Your landlord may choose to raise your rent at the end of the lease term; however, your landlord must give you and the Housing Authority 60-day's written notice of their intentions. At the end of 12 months, you will rent on a month-to-month basis, unless your landlord offers you a new lease term.

### **Local Supportive Services:**

The following is a list of local supportive services and disability organizations that may provide such assistance as counseling services and funding for moving expenses or security deposits.

Affinity Inc.	(208) 375-0752
About Balance Mental Health	(208) 342-6300
Access Behavioral Health Services	(208) 338-4699
Ada County Welfare	(208) 287-7960
All Season Mental Health	(208) 321-0634
All Together Now	(208) 336-4506
Central District Health Department	(208) 375-5211
Child Protection Services	(208) 334-6800
Child Support Service	(208) 334-2479
Department of Health & Welfare	(208) 334-6700
El – Ada	(208) 345-2820
Human Supports of Idaho	(208) 321-0160
Idaho Commerce & Labor (Job Service)	(208) 332-3575
Idaho Commission on Aging	(208) 334-3833
Infinity Mental Health	(208) 453-8915
Jesse Tree	(208) 383-9486
Living Independent Network Corp (LINC)	(208) 336-3335
Meals on Wheels	(208) 327-7460
SAGE	(208) 322-7033
St. Vincent de Paul	(208) 853-4921
Riverside Rehab Inc.	(208) 853-8536
Ryan White Clinic (Family Practice)	(208) 367-7033
Terry Reilly Health Services	(208) 344-3512

## What's Next?

**Now that you have received your voucher for housing assistance, these are the steps that you will need to follow before we can begin assistance payments.**

1. Find a place to rent
2. Talk with the owner/agent/landlord to determine rental qualifications  
  
If you find the unit suitable and the owner is willing to lease the unit under the program:
3. Fill out the Request for Tenancy Approval (RFTA)  
  
The RFTA must be completely filled out. An incomplete form MAY cause a delay in processing.
4. Return the Request for Tenancy Approval to the BC/ACHA office. RFTA's may be hand delivered, mailed or faxed to 345-4909.
5. Once the RFTA is received an Eligibility Technician will determine if you are qualified for the unit.  
  
If you are not qualified for the unit your case worker will be in contact with you and the owner/agent to discuss the next step in the process.
6. After the determination has been made that you qualify for the unit an Inspector will contact the landlord to schedule an inspection.  
  
Please be patient as the inspector usually has a full calendar and it may take up to **15 days** to complete an inspection on your unit.  
  
If the unit does NOT pass the initial inspection, the landlord will be given a list of repairs that need to be completed. **DO NOT MOVE INTO A UNIT UNTIL IT PASSES INSPECTION.** Once the repairs are completed, the Landlord needs to call the inspection department to schedule a re-inspection of the unit.  
  
If the landlord chooses not make the repairs to the unit you must request a new RFTA and select another unit.
7. **Once the unit passes inspection, you and the landlord may enter into a rental agreement.**  
  
The effective date of the contract will be the date the unit passes inspection, or the date that the tenant takes possession, whichever is later. Under no circumstances can the contract be effective prior to the date the unit passes inspection.
8. Submit an executed copy of the lease agreement to the BC/ACHA. Rental Agreements may be hand delivered, mailed or faxed to 345-4909.
9. Pay the security deposit and your share of rent. Be prepared to pay your security deposit and your share of the first month's rent by the time you move in unless other arrangements have been agreed upon by you and the landlord.
10. CONGRATULATIONS, you are ready to move into your new home.

## **Housing Quality Standards/Inspections**

Any unit occupied by a participant, **MUST** meet Housing Quality Standards (HQS). *Before* a lease is signed and annually thereafter, the BC/ACHA will perform a minimum HQS inspection to ensure standards are being met. HQS is the minimum set of standards required by HUD to determine if a unit meets the qualifications of being decent, safe and sanitary. In addition to the HQS Standards, the BC/ACHA will comply with the standards set forth in the HCV Administration Plan.

The following checklist is a brief outline of items the BC/ACHA inspector will be reviewing while conducting an HQS inspection. This list is not inclusive of all HQS requirements. More specific HQS requirements applicable to each unit will be explained at the initial inspection (usually with the landlord).

### **Building Exterior**

- Are the foundation, stairs, rails, gutters, and porch sound and free of hazards or deterioration?
- Is the chimney and other brickwork free of loose bricks and mortar?
- If the unit was built prior to 1977 and there is a child under the age of six years, is the exterior paint free of chipping, peeling, or cracking within five feet of the ground?
- Is there a firmly secure handrail for four or more steps?

### **Living Room**

- Are there at least two working electrical outlets, or one outlet and one light fixture?
- Can ground floor windows be locked?
- Are the windows and frames in good condition?
- Are the walls, ceiling, and floors in good condition?
- Is the space free of peeling, chipping, or cracking paint?

### **Kitchen**

- Are the stove and refrigerator working properly and large enough to meet the family's needs?
- Is the plumbing free from leaks and working properly?
- Is there at least one working outlet and one working, permanently installed light fixture?
- Can all windows be locked, and are they in good condition?
- Is the space free of peeling, cracking, or chipping paint?
- Is there adequate space for storage and food preparation?
- Is there an adequate space for eating?

### **Bathroom**

- Are the tub, sink, shower and toilet in good condition, working properly and without leaks?
- Is there an operable, lockable window or an air vent or bath fan?
- Are floors, ceiling and walls clean and in good condition?
- Is there at least one permanent light fixture in working condition?

### **Bedrooms**

- Are there enough bedrooms for the family?
- Is there a window in good condition that opens, if designed to open, in each bedroom?
- If the bedroom is on the first floor, does the window lock?
- Are there at least two working outlets or one outlet and one light fixture in each bedroom?
- Are the floors, ceiling, and walls clean and in good condition?
- Is the space, including windows, free from peeling, chipping, or cracking paint?

