



**Department of
Housing Preservation
& Development**

Department of Housing Preservation and Development
Temporary Disaster Assistance Program (TDAP)

Administrative Plan

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1) Introduction

The New York City Department of Housing Preservation and Development (HPD) administers a Temporary Disaster Assistance Program (TDAP) for eligible low-income individuals and families impacted by Hurricane Sandy. HPD is authorized to implement this program using Community Development Block Grant (CDBG) Disaster Recovery funds, pursuant to a waiver granted to HPD by the U.S. Department of Housing and Urban Development (HUD) in April 2013.

TDAP is comprised of two sub-programs – TDAP and TDAP-Private (pending funding availability). Both programs will generally be subject to the same policy and procedures; however, the eligibility criteria are revised for TDAP-Private. Policies that do not apply to TDAP-Private are noted in this policy guide.

The purpose of this Administrative Plan is to establish HPD's general policies for carrying out the TDAP program. TDAP has some, but not all of the features of HPD's Housing Choice Voucher (HCV) Program. Eligible households will contribute approximately 30% of household income (as described in Chapter 8 of this Plan) towards the rent. HPD will pay the difference in rental costs directly to the landlord. HPD administers the TDAP program in conformance with the Federal Register (US Department of Housing and Urban Development, Clarifying Guidance, Waivers, and Alternative Requirements for Hurricane Sandy Grantees in Receipt of Community Development Block Grant Disaster Recovery Funds, Notice, 78 Fed. Reg. 23578, 23580 (Apr. 19, 2013)(modifying guidance provided at 78 Fed. Reg. 14329) and the Action Plan approved by HUD, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. HPD affirmatively furthers fair housing in the administration of the TDAP program.

On an ongoing basis, HPD may make modifications to the Administrative Plan as HPD finds necessary to more clearly outline existing policies and provide updates as policies are changed.

2) Fair Housing and Equal Opportunity

Non-Discrimination

HPD will fully comply with federal, state and local nondiscrimination laws and with rules and regulations which govern Fair Housing and Equal Opportunity housing and employment.

In the event that a person alleges discrimination in their housing search, the case will be forwarded to the Human Rights Commission. Depending on the nature of the complaint, HPD may suspend the coupon term from the date that the complaint was made. For example, if a coupon is issued for 60 days and there is a fair housing complaint on the 15th day, the coupon term will be suspended at 15 days until the fair housing issue is resolved.

Reasonable Accommodations for Persons with Disabilities

HPD will make reasonable accommodations to persons with disabilities to ensure that they may fully access and use TDAP assistance and related services.

Reasonable accommodation will be made only after applicants or participants with a disability request a change to HPD's generally applicable policies or practices. To be eligible to request reasonable accommodation, the individual making the request must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the applicable definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and the Americans with Disabilities Act.

A family must request a reasonable accommodation by completing a Reasonable Accommodation Request form. HPD will contact the health provider listed by the family to verify the person's disability and need for the reasonable accommodation, review all requests and make a determination to approve or deny based on the information provided. In accordance with Section 504 of the 1973 Rehabilitation Act, if the need for the accommodation is not readily apparent, the family must explain the relationship between the requested accommodation and the disability. In order for HPD to approve a reasonable accommodation, there must be an identifiable relationship between the requested accommodation and the individual's disability.

HPD may deny the request if it will cause an undue financial or administrative burden, or will change the fundamental nature of the program. Applicants and participants will be notified by mail or phone.

Improving Access to Services for Persons with Limited English Proficiency

HPD will comply with Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register on January 22, 2007.

HPD will use interpretation services available to the City to provide access to the program. The service will provide interpretation by phone so that all applicants and participants have access to the information they need to participate in the program. Notices will be accompanied by a language access flyer asking applicants and participants to contact HPD if they need assistance in a different language.

Violence Against Women Act (VAWA)

The Violence Against Women Reauthorization Act of 2012 (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is

the victim or threatened victim of that domestic violence, dating violence, or stalking.” The provisions of the Act apply to both applicants and participants in TDAP.

HPD may exercise its authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.”

VAWA does not limit HPD’s authority to terminate the assistance of any participant if HPD “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.”

Victim Documentation

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

HPD will accept one of three methods for certification of a claim:

- A completed HUD form 50066; and/or
- A federal, state, tribal or territorial or local police or court record; and/or
- Documentation signed and attested to by a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence or stalking has signed or attested to the documentation.

The required certification and supporting documentation must be submitted to HPD within 14 calendar days after HPD issues its written request. The 14-day deadline may be extended at HPD’s discretion. If the individual does not provide the required certification and supporting documentation within 14 calendar days, or the approved extension period, HPD may proceed with termination of assistance.

Terminating Assistance of a Domestic Violence Offender

Although VAWA provides termination protection for victims of domestic violence, it does not provide protection for offenders. HPD may exercise its explicit authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.” This authority supersedes any local, state, or other federal law to the contrary. However, if HPD chooses to exercise this authority, HPD will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271].

When the actions of a participant or other family member result in a decision to terminate the family’s assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, HPD will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the victim submits certification and supporting documentation within the required timeframe, or any approved extension period, HPD will terminate the offender’s assistance. If the victim does not provide the certification and supporting documentation, as required, HPD will proceed with termination of the entire family’s assistance.

If HPD can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, HPD will bypass the standard process and proceed with the immediate termination of the family's assistance.

Ability to Move

HPD may provide a coupon and allow a move within HPD's jurisdiction in violation of the lease under move procedures if the family has complied with all other obligations of the TDAP program and has moved out of the assisted unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence or stalking and who reasonably believes that he or she is imminently threatened by harm from further violence if he or she remains in the assisted unit.

Confidentiality Requirements

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

3) Eligibility Screening

Eligibility Requirements

HPD will provide TDAP rental assistance only to those households who meet the following criteria:

- 1) NYC residents at the time of Hurricane Sandy who were, and remain, displaced by Hurricane Sandy;
- 2) Have very low income, i.e., household income is at or below 50% of Area Median Income;
- 3) Are not eligible to receive assistance under Disaster Housing Assistance Program (DHAP) or do not currently receive other housing subsidy (including but not limited to: Section 8, public housing, Uniform Relocation Act assistance, FEMA rental assistance);
- 4) Displaced by Hurricane Sandy and are registered with NYC Build it Back¹ or have had a Section 8 voucher rescinded by HPD as a result of funding shortfall
- 5) Do not have a household member who is a lifetime registered sex offender

For applicants meeting the basic TDAP eligibility criteria (Pre-certification requirements), HPD will also verify all eligibility requirements outlined below:

- *Social Security Number:* Family members are required to provide verification of social security numbers for all family members prior to admission. Families where no one has a Social Security number may be considered for the TDAP-Private program where having a Social Security number is not a requirement for eligibility (TDAP Private is a program that is not currently funded. Program may not exist if funding does not become available).
- *Citizenship/Eligible Immigration Status:* Applicants who are not U.S. Citizens or eligible immigrants are not eligible for TDAP (as of 9/5/2013, pending legal guidance from HUD). This requirement will be waived for TDAP – Private participants.
- *Criminal Background Screening:* TDAP applicants will be subject to the screening requirements in 24 CFR 982.553(a)(2) prohibiting admission to household members subject to a State lifetime sex offender registration requirements.
- *Date of Birth:* HPD will require that all households provide HPD-requested verification of date of birth for each family member.
- *Family:* To be eligible for TDAP rental assistance, an applicant must qualify as a “family” as defined in the New York City HPD Housing Choice Voucher Program Administrative Plan. At admission to the program, a family may include a single person or a group of two or more persons with or without children who resided together at the time of Hurricane Sandy or at the time they are undergoing eligibility screening for TDAP.

HPD will also consider minor children of any family member and any adult spouse of a family member as eligible family members, regardless of whether the child or spouse lived with the family member prior to TDAP assistance.

- *Duplication of Benefits:* TDAP applicants are required to have used any housing assistance they have previously received on housing related expenses. For the applicant to be determined eligible:

¹ **NYC Build it Back** NYC Build it Back is New York City's program to assist homeowners, landlords, and tenants in the five boroughs whose homes and properties were damaged by Hurricane Sandy. NYC Build It Back provides several pathways to help affected residents return to permanent, sustainable housing by addressing unmet housing recovery needs in several categories. Renters may be considered for TDAP eligibility but must be registered for consideration.

- Applicants must not have an offer of other long term housing subsidy (including DHAP)
- All other temporary housing assistance must cease
- Applicants must complete the Duplication of Benefits form as part of their application and declare any housing assistance previously received. For any FEMA rental assistance received, applicants must certify whether the assistance previously received was fully spent on housing. Those who have remaining funds available to spend on housing will be required to use it as part of their established tenant share of rent if they are determined eligible for TDAP.

HPD may complete a third party verification of all information provided by applicants on their Duplication of Benefits form. The third parties may include FEMA and other government databases.

Placement Task Force (PTF) will screen all applicants for eligibility for the standard TDAP, and will consider all applicants denied for not meeting citizenship requirements for TDAP-Private based on funding availability.

Application Submission and Eligibility Determination

The TDAP application review process will have two different stages. An initial TDAP eligibility screening (i.e., pre-certification screening and determination) will be conducted by PTF. A subsequent TDAP Eligibility Determination will be conducted by HPD's Division of Tenant Resources (DTR).

Initial Eligibility Screening Process – Pre-Certification (Placement Task Force – PTF)

In the first stage of the application process, PTF will invite potential TDAP recipients to application workshops. All -potentially eligible registrants will be invited to apply for TDAP based on their initial date of registration with HPD's Housing Recovery Portal² or with Build It Back through 311. At the workshops, PTF staff will provide the potential applicant information about TDAP and assist them in assembling the materials necessary to apply for TDAP. Once an applicant submits an application package to HPD, PTF staff will review it so as to determine whether an applicant is a New York City resident who was and remains displaced by Hurricane Sandy, whether the applicant has refused or had access to other rental assistance programs or permanent housing, whether the reported household income is at or below 50% of Area Median Income, and whether the applicant filed a complete TDAP application.

Complete applications require the following information:

- A completed Application for TDAP form;
- FEMA Determination Letter (if applicable)
- Proof of residency at damaged address at the time of Hurricane Sandy
- Photo ID for all adult members of the household
- Birth certificates (or proof of birth) for all members of the household
- Proof of all income;
- Proof of Social Security numbers for all members of the household;
- Proof of citizenship or eligible immigration status for every family member; Declaration of Citizenship and Immigration status for all household members
- Release of Information Authorization (Federal Privacy Act Notice) signed by all adult household members;
- Absent Parent Affidavit(s), if applicable;
- Duplication of Housing Assistance Certification form

² In December 2012, New Yorkers who have been displaced by the storm were invited to create an account on the **NYC Housing Recovery online portal** to learn about housing options and find guidance on how to pursue housing opportunities on their own, or with help from the City with the aim of signing rental leases with the property owners and landlords. These households were later registered through NYC Build it Back.

Any other information that HPD deems necessary to determine program eligibility in conformance with applicable statute, regulation and HUD notices.

Where an applicant is determined to be ineligible at initial eligibility screening, HPD will issue a Pre-Certification Determination setting forth the reason for the ineligible determination. An applicant may appeal the decision as laid out in the Pre-Certification Determination and in Chapter 11 of this Plan.

Where an initial determination is made that an applicant is potentially eligible for TDAP, or an applicant is successful on appeal during the first stage of the application process, the applicant will be notified of such via letter. Additionally, the applicant will be placed on the TDAP waiting list and their application package will be referred to HPD's Division of Tenant Resources (DTR) for the final program eligibility determination.

Program Eligibility Determination (DTR Review)

The Division of Tenant Resources (DTR) will conduct a final review of the application package for the eligibility requirements and conduct a more thorough review of the verification documents contained in the application package. DTR will specifically review income eligibility based on verification documents and will conduct a screening for life-time sex offender registration status.

Upon verification of eligibility, DTR will notify the applicant of their eligibility and schedule the applicant for a briefing appointment. DTR will notify applicants of their eligibility for both TDAP and TDAP – Private.

Where an applicant is denied assistance, DTR will issue a *Notice of Denial of the Temporary Disaster Assistance Program*. An applicant may appeal the determination in accordance with the written guidance on the denial notice or as laid out in Chapter 11 of this Plan.

Waiting List

HPD will establish a waiting list for this program. Applicants will be placed on the waitlist in accordance with the time and date their TDAP application is considered complete by the Placement Task Force (PTF) and submitted to the Division of Tenant Resources (DTR). All complete applications that meet eligibility screening criteria will be placed on the waitlist.

Depending on funding availability, applicants will be selected from the waitlist for DTR review. Priority will be given to households in the order described below:

1. Households that are living in transitional housing placements (hotels, shelters) as a result of Hurricane Sandy
2. Households that registered through HPD's Housing Recovery Portal and were not offered placements.
3. Households referred through the NYC Build it Back program or another government agency who may meet the criteria below:
 - Households with non-conventional pre-storm housing (e.g., illegal units, doubled-up, rooming houses, etc.); and/or
 - Households with expiring FEMA rental assistance.

Additional Information

Applicants may be required to complete additional forms and/or provide additional information as requested by PTF and/or DTR. Applicants will have the opportunity to respond to requests for additional information if documents submitted are incomplete or missing. Applicants must respond promptly to all HPD requests, including requests for additional information, and submit in accordance with the time periods specified in written correspondence. Failure to respond per the HPD-specified time limits may result in removal from the waiting list or denial of assistance from the program.

Verifying Interdependence

Whenever verifying interdependence is necessary to establish an applicant household as a family, the following criteria will be used to establish interdependence. Although no single factor will be determinative, evidence that HPD will consider in determining whether such emotional and financial commitment and interdependence exists may include, without limitation, the factors listed below:

- Longevity of the relationship
- Sharing, or relying upon each other for payment of household or family expenses, and/or other common necessities of life;
- Intermingling of finances as evidenced by, among other things, joint ownership of bank accounts, personal and real property, credit cards, loan obligations and sharing a household budget for purposes of receiving government benefits;
- Engaging in family type activities by jointly attending family functions, holidays, celebrations, social and recreational activities, etc.;
- Formalizing of legal obligations, intentions and responsibilities to each other;
- Regularly performing family functions, such as caring for each other or each other's extended family members, and/or relying upon each other for daily family services;
- Engaging in other patterns of behavior or other action, which evidences the intention of creating a long-term, emotionally committed relationship; and
- Filing for a domestic partner registration certificate under New York City law.

Family Break-Up

Participant families who separate while being assisted under TDAP will be assessed on a case-by-case basis to determine which family members remain assisted under the program. The HPD policy will be that:

- The head, co-head or remaining family member of the household who has full legal custody of any minor children will retain the use of the TDAP coupon.
- In cases where the head and co-head of household have a joint custody arrangement for minor children, the head of household in which the minor children reside at least 51% of the time will retain use of the TDAP coupon unless mutually-agreed upon in writing otherwise by the parents or decreed by a court of law.
- If a separation is the result of a divorce or separation under a settlement or judicial decree, HPD will follow any court determination of which family members keep the TDAP coupon assistance.
- In cases where the head of household dies, leaving minor children, an adult that has custody of the children is eligible to become the new head of household and will be subject to all HPD eligibility and admission requirements.
- In cases where there are two adult co-heads of household with no minor children, the original head of household will retain the use of the TDAP coupon.
- In cases where a non-related adult has been added to the household, the original head of household will retain use of the TDAP coupon.
- In the event that the head of household moves out of the assisted unit or dies, a remaining adult household member (without children) may retain use of the TDAP coupon if that adult has been part of the household for at least six months, is in

compliance with all program rules and regulations and meets all other program eligibility and continued occupancy requirements.

- In the event of death of a sole household member, the TDAP coupon cannot be transferred.
- Exceptions to the “remaining family member” requirement will be reviewed by the authorized staff member on a case-by-case basis.
- In order for a minor to continue to receive assistance as a remaining family member, the court has to have awarded emancipated minor status to the minor or HPD has to verify that Social Services and/ or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period of time.
- If exceptional circumstances exist concerning the remaining member of a tenant family, a discretionary administrative determination may be made by the authorized staff member on a case-by-case basis. In addition to the above, HPD will consider the role of domestic violence in the family breakup and follow Violence Against Women Act (VAWA) policy when determining who will retain the subsidy.

Joint/Partial Custody of a Child or Children at Application

Children who are 17 years old or under who are subject to a joint custody agreement but live in the unit at least 51% of the time (defined as 183 days of the year whether or not the days are consecutive) will be considered family members. Applicants will be required to provide legal custody agreements at the time of application to prove the residency status of the child(ren). If a legal agreement does not exist, the applicant will be required to prove custody through other forms of documentation such as:

- Notarized statements from both parents;
- Letters from social service providers that state that child(ren) reside(s) with the head of household 51% of the time;

When both parents are on the waiting list separately and both try to claim the child as a dependent, the parent whose tax return statement claims the child as a dependent will be able to list the child as a dependent on his/her TDAP coupon.

Joint/Partial Custody of a Child or Children after Admission

After admission to the program, additions to family composition for children 17 years old or younger must be accompanied by legal custody agreements to prove residency status to add the children to the household. Children will be considered members of the household only if there is a joint or partial custody agreement that indicates residence in the assisted unit at least 51% of the time (defined as 183 days of the year whether or not the days are consecutive).

Affected participants are required to notify HPD at the time of family composition change and must provide legal custody agreements at the time legal documents are finalized.

In cases of divorce or separation when both parents are seeking to maintain the TDAP coupon and both try to claim the child as a dependent, the designated head of household will maintain the TDAP coupon until legal custody documents establish residence. If a legal agreement does not exist, residence of minor children may be established through other forms of documentation such as:

- Notarized statements from both parents;
- Letters from social service providers that state that child(ren) reside(s) with the head of household 51% of the time;

HPD reserves the right to require documentation of legal custody.

Live-in Aides

A family may include a live-in aide provided that the aide is determined by HPD to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities; not be obligated for the support of the person(s); and would not be living in the unit except to provide care for the person(s). The definition of live-in aide applies to a specific person. Written verification of such (including the hours the care needs to be provided) is required from a reliable, knowledgeable professional such as a doctor, social worker, or caseworker. Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide description described above.

A live-in aide is treated differently than family members insofar as:

- Income of the live-in aide is not counted in determining eligibility or level of benefits;
- Live-in aides are not subject to non-citizen rule requirements; and
- Live-in aides may not be considered as a remaining member of the family.

HPD will approve a live-in aide as a reasonable accommodation to make the program accessible to, and usable by family members with disabilities. Approval of a live-in aide as a reasonable accommodation will be in accordance with 24 CFR Part 8.

Family Absence from the Unit

Absence from the unit is defined as the *entire* family not residing in the unit. One or more absent family members is not considered an "Absence from the Unit."

An entire family may not be absent from the assisted unit for a period of more than 180 total days per year. After 90 consecutive days of absence, assistance will terminate unless the family presents proof of intent to return to the dwelling within 180 days of departure, and documents that no alternate residence is being maintained.

Consideration will be given to individual circumstances concerning hospitalization, incapacitation, family matters and other related situations that may cause an absence from the dwelling. Absences of 90 days or more accompanied by a failure to pay rent or utilities for the whole duration of the absence may result in termination.

Any family member will be considered permanently absent from the unit if they are away for more than 90 consecutive days except where noted below, and they are required to notify HPD of their absence. After HPD is informed of, and verifies a family member's permanent absence, which they may do by performing an occupancy inspection, that family member's income will not be counted in the household's income determination. Any member that leaves the household due to medical conditions will be permitted to be absent from the unit for a period of up to 180 consecutive days. Family members must be able to provide proper documentation from a verifiable source that the member is likely to return to the unit within this timeframe. A child who is temporarily (less than 90 consecutive days) away from home due to placement in foster care or another non-permanent situation may be considered a member of the family. HPD will make best efforts to coordinate with ACS, NYCHA, and DHCR to maintain proper tracking of subsidies for foster children. If someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless the student has established a separate household or the family declares that the student has established a separate household. Members serving in the armed forces, children in joint custody, and foster children may be granted exceptions to the definition of temporary absence.

4) Coupon Issuance

Briefing Session

Upon verification of an applicant's eligibility, HPD will invite each eligible applicant to a mandatory briefing session. The briefing session will cover the following general topics:

- How the TDAP program works;
- Family and owner procedures;
- Where the family can lease a unit; and,
- Requirements for submitting a Request for Unit Approval (RFUA).

Upon request, an interpreter or fluent HPD employee will attend briefing sessions to assist Spanish-only speaking clients. If requested, HPD will take affirmative steps to make interpreters available when briefing client groups with other foreign language requirements.

All applicants attending a briefing session will receive a packet that includes a number of documents that further explain TDAP and the leasing process.

Applicants are required to attend one mandatory briefing session. They will be given a maximum of two opportunities to attend a scheduled briefing. Applicants who miss more than one opportunity to attend a briefing session may have their applications denied and will **NOT** be permitted to reapply for admission.

Coupon Issuance

The TDAP coupon will be issued at the time of the family's briefing session. The initial term will be 60 calendar days and HPD will grant extensions upon request by another 60 calendar days. HPD will suspend the coupon term (i.e. "stop the clock") if the applicant has provided a Request for Unit Approval (RFUA). If the unit for which the RFUA is submitted is not approved, the remaining coupon term will be continued for the number of days remaining at the time the RFUA was submitted.

HPD may grant extensions to certain coupon holders in documented special circumstances. To be considered for an extension, applicants must submit a written request to HPD within 30 days of the expiration of the coupon detailing the extenuating circumstances leading to the request. If there is a medical reason associated with the extenuating circumstance, a letter from a medical professional should be submitted with the request. HPD will also grant extensions if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. An HPD employee at the level of Deputy Director or higher (or his/her designee) must approve these extensions. HPD will respond in writing to all extension requests.

If a coupon has expired and the family has failed to find a unit to lease-up, the family will be denied assistance under TDAP. HPD is not required to notify a family that their coupon has expired.

Subsidy Standards

The subsidy standard is the criteria established for determining the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions. Generally, HPD's subsidy standards provide for the smallest number of bedrooms needed to house a family without overcrowding. Single member households will be issued a zero-sized bedroom (Studio) coupon. According to HUD's HQS space requirements, a unit is not overcrowded as long as it has at least one bedroom or living/sleeping room for each two persons. Families may choose an apartment smaller than their coupon size, provided the unit is not overcrowded. However, payments are based on the smaller of the actual unit size or the size listed on the coupon.

The unit size on the coupon remains the same as long as the family composition and HPD's subsidy standards remain the same, regardless of the actual unit size rented. Families that exceed two people per living/sleeping room in a household are overcrowded and will be required to reduce the household size, or move to an appropriately sized unit.

Determining Family Unit (Coupon) Size

The unit size on the coupon will be determined solely by the number of people in the household. HPD does not determine who shares a bedroom/sleeping room. The table below establishes the occupancy standard for families.

Size of Family	Family Coupon Size
1	0
2	1
3 or 4	2
5 or 6	3
7 or 8	4
9 or 10	5
11 or 12	6

Households whose Section 8 vouchers were frozen because they were issued by HPD after 3/31/2013 may retain the subsidy standard issued under the Section 8 program. For example, a single household member who was issued a one bedroom voucher, may maintain that subsidy standard in TDAP. Within these parameters, the following guidelines will apply:

- Any single live-in aide approved by HPD to reside in the unit will be counted as a household member for the purpose of determining the appropriate unit size;
- A child who is temporarily away from home due to placement in foster care or another non-permanent situation may be considered a member of the family and included in determining voucher size
- Foster children will be included in determining unit size only if they will be in the unit for more than 183 days (six months) a year;
- Children specified in joint custody agreements will be considered family members if the agreement specifies that they live with the parent at least 183 days a year; and
- Space may be provided for a family member who is away at school but who lives with the family during school recesses.

5) Leasing Requirements

Lease

General Lease Requirements

HPD will accept any private leases, provided that the lease complies with state and local laws. At a minimum, the lease must contain:

- The name of the owner and tenant;
- The address of the unit rented (including the apartment number);
- The term of the lease (initial and any provisions for renewal);
- The amount of the monthly rent to owner; and
- Specifications concerning which utilities and appliances are to be supplied by the owner and which are to be supplied by the family.

The initial lease term must be for a minimum of 12-months and begin on the effective date of the Rental Assistance Contract (RAC). If there is an existing lease in place when the applicant's TDAP rental assistance begins, the existing lease must be terminated and reissued to match the date of the RAC. If the lease is for a rent stabilized unit, HPD may use the existing lease and enter into a short term lease.

Rent Regulated Units

Once an owner has accepted a participant's coupon and signed a Rental Assistance Contract that establishes a TDAP tenancy in a rent-regulated unit, HPD considers that the owner has agreed to the acceptance of the assisted tenancy for subsequent lease renewals, so long as the tenant must be offered a renewal lease.

Changes in Lease

If a tenant and owner mutually agree to alter the current lease agreement, any changes must be in writing, dated, and signed by both parties. The owner must provide a copy of the updated lease to HPD. HPD will approve any mutually agreed-upon alterations in a lease, as long as the lease still complies with HUD requirements.

A new RFUA, lease, and RAC are required for:

- Changes in tenant/owner supplied utilities;
- Changes governing the term of the lease; and
- If a family moves to a new unit even in the same building or complex.

A new lease and Rental Assistance Contract are not required when the family composition changes or the amount of rent to the owner changes.

Separate Agreements

Owners and tenants may execute separate agreements only for services, appliances, and other items or amenities outside those that are provided under the lease, if the agreement is in writing and approved by HPD.

Any appliance, service or other item that is routinely provided to unassisted tenants on the premises, or permanently installed in the unit may not be placed under a separate agreement and must be included in the lease. To qualify for a separate agreement, the service, appliance or item must be an optional amenity.

A tenant's failure to perform under a separate agreement has no effect on the tenant's rights under the lease, and cannot be a cause for eviction.

If the tenant and owner agree on charges for an additional item, as long as those charges are reasonable and not a substitute for a higher rent, HPD will permit them. All agreements for special items or services must be attached to the lease approved by HPD. If agreements are executed at a later date, they must be approved by HPD and attached to the lease.

Security Deposits

The owner may collect a security deposit from the tenant. HPD will not pay for security deposits or any additional costs outside of rent and utilities.

Tenancy Addendum

HPD will require that all leases contain the TDAP Tenancy Addendum. The Tenancy Addendum is necessary to ensure private leases do not conflict with TDAP policies and federal requirements. HPD will not approve any lease without a signed TDAP Tenancy Addendum.

Rental Assistance Contract

Rental Assistance Contracts (RAC) will be issued after a tenant is issued a coupon, Housing Quality Standards (HQS) has been met, and HPD approves a unit submitted by the participant. The effective date of the RAC will be either the 1st or the 15th of the month and must correspond to the effective date of the lease.

HPD will not begin RAC payments until the RAC has been signed and returned by the property owner. If an executed RAC is not returned to HPD within ninety (90) days of the lease effective date, the contract will be null and void and the participant will be permitted to locate new unit.

Lease Non-Compliance and Termination

Overpayments

In accordance with the terms of all Rental Assistance Contracts, if HPD determines that the owner is not entitled to any part of the Rental Assistance Contract payment, the Agency may exercise rights and remedies including deducting the amount of the overpayment from any amounts due to the owner, recovering payments, suspending future payments, or terminating the contract.

Termination of Contract and Payment

The Rental Assistance Contract and payments will terminate if:

- The lease is terminated by the owner in accordance with the terms of the lease;
- The owner violates RAC terms;
- The lease terminates and is not renewed; and/or,
- HPD terminates assistance for the family for any of the following:
 - Once a family has successfully leased a public housing or Section 8 unit with any Public Housing Authority
 - After 24 months of assistance
 - If family has been non-compliant with program requirements
 - The family is evicted from the assisted unit
 - If family refused an offer of long term housing subsidy

- If HPD discovers the household received dual subsidy
- As a result of lack of funding availability

Family Move-Out

If the family moves out of the unit, HPD may not make any payment to the owner for any month after the family moves out. The owner may keep the payment for the month when the family moves out.

Violation of Space Standards

HPD will not approve the addition of any household member if it causes overcrowding. Only additions by birth, adoption, marriage or domestic partnership may be approved if they cause overcrowding. HPD may also approve additions as a reasonable accommodation to households with a documented disabled household member who may request the accommodation. If HPD determines that the unit no longer meets HQS because of an increase in family size or composition, HPD will issue the family a new TDAP coupon to enable them to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, HPD must terminate the original RAC.

6) Unit Standards and Owner Responsibilities

Location

All units receiving TDAP assistance must be in the City of New York (NYC). HPD will not provide TDAP assistance to units outside of NYC at either the initial lease-up or at the time of any subsequent moves.

Contract Rent Reasonableness

HPD will not approve a lease until it has been determined that the initial contract rent to owner is a reasonable rent. HPD must determine that the proposed rent:

- Is reasonable in relation to rents for similar units in the private market; and,
- Does not exceed rents charged by the owner for comparable, unassisted units in the premises.

HPD's reasonable rent determination will consider:

- Location,
- Quality,
- Size,
- Unit type,
- Age of the unit,
- Amenities,
- Housing services,
- Maintenance, and
- Utilities provide by the owner

HPD will only conduct a reasonable rent determination when units are placed under Rental Assistance Contract for the first time, and subsequently, as HPD deems necessary. HPD will conduct all reasonable rent determinations in accordance with the guidelines below and supporting procedural documents.

- HPD will review the rental information provided by the owner in the Landlord Package, and Request for Unit Approval;
- HPD will compare the requested rent amounts with comparable market rate unassisted units. HPD will obtain comparable units from sources such as rent rolls, leases provided by the owner, online databases, the New York City Housing and Vacancy Survey, newspaper listings, and any other independently verifiable source of information.

Owners must provide HPD with any information requested by HPD on rents charged by the owner for other units on the premises or elsewhere. Owners that do not comply with HPD requests for information will have their Request for Unit Approval rejected and will be notified in writing with a copy to the family.

Rent Regulated Apartments

In rent reasonableness determinations for rent regulated units, the legal rents must be confirmed by the authorizing agency (DHCR, HUD, HPD). HPD will not approve rents that exceed the legal rent amounts. Further, HPD will not approve rents for regulated units if market rate comparable units do not substantiate the requested amounts.

Contract Rent Increase

Property owners of rent regulated units may request a contract rent increase based on the rent increase limit published by the NYC Rent Guidelines Board. Owners of properties not subject to rent stabilization

may request increases that are determined reasonable. In either case, rent reasonability will be conducted by HPD to determine if the rent increase request will be approved. Contract rent increases may only become effective on the anniversary date of the initial RAC effective date for the unit. Owners must request rent increases and submit necessary documents at least sixty (60) days in advance of the proposed effective date of the increase. All rent increases are subject to funding availability and HPD will notify owner of response to the rent increase request in writing.

Maximum Family Share

At the time that a family initially receives assistance in an HPD approved unit, if the gross rent for the unit exceeds to the applicable payment standard, the family share of the rent may not exceed 40% of the monthly adjusted income. Request for Unit Approvals (RFUAs) submitted by families that would violate the maximum family share will not be approved.

Housing Quality Standards (HQS)

As explained in Chapter 7, each unit must pass an initial HQS inspection prior to execution of the RAC and the owner is responsible for maintaining the unit in accordance with HQS throughout the assisted tenancy.

Owner Requirements

An owner is defined as any person or entity legally authorized to lease or sub-lease the participating dwelling unit. A principal or interested party in a partnership or corporation will be considered an owner, if authorization to act on behalf of the partnership, corporation, etc. is provided. Proof of ownership is required for participation in the program and must be submitted in the following form:

- If the property is managed by an agent and payments are to be made to a management company, a copy of the management agreement; and
- A copy of the deed or title registered with the NYC Department of Finance, or a copy of the tax receipt verifying payment of local property taxes for the assisted property.

HPD must also not approve a TDAP tenancy under the following circumstances:

- The federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
- A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements;
- The owner is a parent, child, grandparent, grandchild, sister or brother of any TDAP family member residing in a unit that they own. HPD will waive this restriction as a reasonable accommodation for a family member who is a person with a disability. Exceptions to this rule must be approved at the level of Director or above.

HPD may use its discretion to deny a TDAP tenancy under the following circumstances:

- Violations of obligations under one or more Rental Assistance Contracts;
- History of Housing Maintenance Code "C" violations;
- Acts of fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- Participation in any drug-related criminal activity or any violent criminal activity;

- Current or previous practice of non-compliance with HQS and/or state and local housing codes or with applicable housing standards for units leased under any other federal housing program;
- Current or prior history of refusing to evict other assisted tenants for activity by the tenant, any member of the household, a guest, or another person under the control of any member of the household that: threatens the right to peaceful enjoyment of the premises by other residents; threatens the health or safety of residents, HPD employees, or owner employees; threatens the neighbors' health or safety, or neighbors' right to peaceful enjoyment of their residences; or engages in drug-related criminal activity or violent criminal activity;
- The owner has engaged in or threatened abusive or violent behavior toward HPD personnel; and
- The owner fails to pay state or local real estate taxes, fines, or assessments.

Change in Ownership

HPD may approve the assignment of a Rental Assistance Contract at the old owner's request. HPD may also deny approval of assignment of the contract to the new owner for any of the reasons listed above. Owners must receive the written consent of HPD before assigning a Rental Assistance Contract to a new owner.

HPD will process a change of ownership only if the request is accompanied by proper documentation of ownership of the property in question (copy of the deed or title) and proper documentation of the sale agreement.

HPD must receive a written request by the old owner or new owner in order to change the Rental Assistance Contract payee and/or the address to which payment is to be sent.

7) Housing Quality Standards (HQS)

HPD will monitor that each unit occupied by a subsidized household is “decent, safe and sanitary.” HPD conducts a Housing Quality Standard (HQS) inspection prior to providing assistance on behalf of a client and under special circumstances throughout the tenancy. Inspected units will receive a designation of “pass,” or “fail.”

Physical Standards

In order to pass an HQS inspection, a unit must meet HPD standards on the following components:

- Sanitary facilities;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Interior air quality;
- Water supply;
- Lead-based paint;
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke and Carbon Monoxide detectors.

Bedrooms and Apartment Layout: At a minimum, a dwelling unit must have a living room, a kitchen area and a bathroom. (Single Room Occupancy units are exempt from this requirement). The unit must also have at least one living/sleeping room for every two household members.

- A studio apartment is considered a living/sleeping room.
- Each living/sleeping room must also have:
 - Two working outlets; or one working outlet and one working light fixture; and
 - A window if the room is used primarily for sleeping.
- Payment standards are based on the legal bedroom size; i.e., sleeping quarters that are not technically bedrooms do not count as bedrooms determining payment standard.

Kitchen: A kitchen area must be used primarily for the preparation and storage of food. It must have the following items:

- Oven and a stove with top burners. All burners must be working and all knobs to turn the burners on and off must be present (Single Room Occupancy units excepted);
- A refrigerator of appropriate size based on the number of household members. For example, counter top or compact type refrigerators are insufficient for a family of four. The refrigerator must also maintain a temperature low enough to keep food from spoiling, and the freezer space must be present and in working condition;
- Storage: the kitchen must have space for storage, preparation and serving of food; and,
- Kitchen sink: a kitchen sink must provide running hot and cold water from the faucet and have a properly-working drain.

Bathroom: The bathroom must be contained within the apartment and have the following characteristics:

- An enclosed and operating toilet facility;
- A shower or tub with running hot and cold water;
- A permanently-installed washbasin (bathroom sink);
- One permanent light fixture in working condition; and,
- A window or alternative adequate ventilation.

Other Rooms Used For Living: Other rooms used for living are defined broadly, and include bedrooms, dining room, entrance hall, and corridor. If any of these areas are used primarily for sleeping, they must have a window; two working outlets; or one working outlet plus one working permanent light fixture.

Specific Apartment Items

Windows: The windows should not show any signs of severe deterioration. The presence of any of the conditions listed below requires a failure rating. Severe deterioration means:

- Missing or broken panes;
- Dangerously loose, cracked panes (which present a cutting hazard);
- Windows that will not close;
- Windows that, when closed, do not form a reasonably tight seal and allow the outside elements (wind, snow, or rain) to enter; or

Doors: All exterior doors must be lockable, have no holes and have all trim intact. All interior doors must have handles, contain no holes and have all trim intact.

Walls and Ceilings: Walls and ceilings may not show any signs of being structurally unsound or hazardous. The presence of any condition below is an automatic HQS failure. Unsound or hazardous means:

- Severe bulging, buckling, or leaning;
- Large cracks or holes allowing drafts or rodents to enter; or
- Loose sections of plaster in danger of falling.

Floors: In order to pass inspection, floors must not show any signs of being structurally unsound or hazardous. The presence of any condition below will result in an automatic HQS failure.

- Severe buckling or major movements under walking stress;
- Large sections of damaged or missing flooring [two square feet or more where floor beams are visible]; or
- Large cracks or holes allowing drafts or rodents to enter.

Electrical: A unit must be free of electrical hazards and meet the following criteria:

- Kitchen - One working electric outlet and one permanently installed light fixture.
- Bathroom - One permanent light fixture. An outlet may be present but is not required. An outlet cannot be substituted for an overhead light fixture.
- Living Room and Bedroom - Two operating electrical dual outlets, or one operating dual outlet and one permanent overhead or wall mounted light fixture.

Electrical hazards that cause an automatic HQS failure include the following:

- Exposed, un-insulated, frayed wires;
- Missing switch covers;
- Overloaded circuits;
- Improper wire connections to outlets;
- Light fixtures hanging from electric wire with no other firm support; and
- Illegal wiring from building source to the tenant's unit.

Heating: The heating must have a direct or indirect heat source as defined below:

- Direct– Each room used for living must have a radiator, hot air register or a facility for baseboard heat.

- Indirect– If there is no heat source present in the room; heat must be able to enter the room from an adjacent heated room.

Plumbing:

- The kitchen and bathroom must have hot and cold running water;
- The apartment should be free from major plumbing leaks; and
- The plumbing must be free from major corrosion that results in serious or persistent levels of rust in the water.

Access:

- The apartment must have its own entrance;
- Steps of six or more to any entrance in the building must also have a handrail at least three feet high.
- Doors and windows that are accessible from the outside must have legal, working locks;
- Double cylinder locks are considered an automatic HQS failure and a hazardous condition. Apartments or buildings with double cylinder locks are automatic failures; and
- Buildings with intercoms located between the front building entrance door (that is locked) and the vestibule door are considered an automatic HQS failure, when they prevent inspectors from communicating with residents and gaining entry into the unit to conduct an inspection.

Exits:

- The apartment must have an unblocked, acceptable, alternative means of egress in case of a fire (e.g., fire escape, fire exit);
- Illegal window gates (gates that are located in front of fire escape windows and are locked with combination locks or key padlocks) are illegal and an automatic HQS failure.
- Legal window gates are located in front of fire escape windows and allow easy exit in case of an emergency. These types of gates do not have locks but have a mechanical lever that can be lifted and the gate pulled back in case of an emergency. Gates with a quick release system are permissible.

Sanitary:

- The apartment must be free of severe infestation of vermin or roaches; and
- Sanitary facilities must be in proper operating condition and adequate for personal cleanliness and disposal of human and animal waste.

Smoke and Carbon Monoxide Detectors:

- A smoke and carbon monoxide detector is required in every unit, except where exempted by local law. Building owners are responsible for installing the detectors in accordance with the law, while tenants are responsible for maintaining them in working order. The detector is to be located in the hall of the unit near the bedrooms and on every floor if the dwelling has multiple floors. The detector may be battery or hard-wire operated;
- If the detector is present but is inoperable (due to the need for a battery or if the tenant has removed the smoke detector for cooking purposes) the failure will be considered a tenant-caused deficiency.
- If a hearing-impaired person is occupying the dwelling unit, the detectors must have an alarm system designed for hearing-impaired persons as specified in the National Fire Protection Association Standards (NFPA) 74.

Lead-Based Paint:

Federal lead-based paint requirements applying to TDAP are codified at 24 CFR Part 35, subparts A, B, M and R. Owners must also comply with The NYC Childhood Lead Poisoning Prevention Act of 2003,

also known as Local Law 1 of 2004, and HPD's implementing rules, which are available online at www.hpd.nyc.gov.

Emergency Conditions

HPD, at its discretion, may determine certain HQS defects to be emergencies. The owner must repair these defects within 24 hours. HPD will also refer hazardous conditions to HPD's Office of Code Enforcement for remedial action. The following list provides examples of the type of household defects that HPD considers emergency HQS failures. Depending on their severity, other conditions may be cited as emergency HQS failures requiring a 24-hr correction period.

- Gas Leaks;
- Smoking/Sparking electrical outlets or wiring; or
- Building in imminent danger of collapse.

Tenant-Caused Defects

HPD distinguishes between tenant-caused and owner-caused HQS defects on the inspection failure report provided to both the tenant and owner. Unless provided for in the lease agreement, owners are not responsible for the correction of HQS defects that HPD determines were tenant-caused. The following list provides examples of defects that HPD will consider to be caused by the tenant/participant. HPD reserves the right to make a determination of the cause of any HQS deficiency following an inspection and discussion with both the owner and the tenant.

- No electricity when the tenant is responsible for the payment of utilities;
- A fire escape or exit blocked by tenant furniture;
- An illegal window gate on a fire escape window;
- The heavy accumulation of refuse or debris in the unit;
- No heat in conformance with local code when tenant is responsible for this utility per the lease agreement;
- No gas to the unit when the tenant is responsible for this utility per the lease agreement.

Inspection Process

Overview

HPD may conduct HQS inspections in the following instances:

- Initial inspection prior to entering into a Rental Assistance Contract with an owner
- Special inspection (occupancy checks, complaints, hazardous situations)
- Re-inspections to confirm that deficiencies have been corrected
- Quality control inspection

HPD will notify both the tenant and the owner of the scheduled inspection date. For occupied units, the tenant is responsible for providing access to the unit. If two scheduled HQS inspections are missed where a special inspection has not been requested by a tenant, HPD will terminate the family from the program for failure to uphold their family obligations. For initial inspections of vacant units, owners are responsible for providing access and failure to do so may result in a cancellation of their Requests for Unit Approval.

HQS inspectors will document on the appropriate form all defects that may cause the unit to fail to meet HQS standards, and will indicate whether those failures are deemed to be caused by the owner, the tenant, or both. HPD will require re-inspections for emergency items, for tenant-caused failure items and other times at HPD's discretion and/or at the request of the owner or tenant; however, HPD will verify non-emergency, owner-caused failure items through certifications signed by both the owner and tenant.

If the unit fails its HQS inspection, notification of the failure and a list of the defects will be provided to the tenant and the owner. The failure letter will provide the owner (or tenant, if the defect is tenant-caused) with the date that completed repairs must be made, and inform the owner to notify HPD (in writing or by phone) that the defects have been corrected. The letter will also notify the owner that a Rental Assistance Contract will be abated in accordance with HPD policies described below if repairs are not completed within 24 hours in the case of emergency failures, or 25 days in the case of routine non-emergency failures.

Initial Inspections for New Program Units

Initial inspections will be scheduled upon submission of an approved RFUA. An initial inspection that passes HQS will be valid for one year. However, HPD reserves the right to conduct a second inspection if the period between the initial inspection and execution of the Rental Assistance Contract exceeds 60 days.

If the unit does not pass inspection, the owner will be notified of the defects. The participant or applicant will receive, when possible, notification of the failure and will have the option of either searching for alternative housing or waiting for the deficiency to be corrected if the owner indicates that the defect will be corrected within a reasonable time. It is the owner's responsibility to notify HPD that the failure has been corrected.

Access to vacant units for the initial inspection is the responsibility of the owner. If an owner misses two appointments, HPD will cancel the RFUA and extend the coupon another 60 days so the tenant can look for alternative housing.

Special Inspections

Tenants, owners and interested third parties may report HQS complaints to 311. HPD's Office of Code Enforcement will attempt to inform the owner of the reported failure conditions and then attempt to confirm with the tenant if conditions have been corrected. HPD will attempt to conduct an inspection if the reported failure conditions are not confirmed as corrected by the tenant. If HPD fails to gain access, the tenant will be notified to contact HPD and arrange an inspection should the failure conditions remain.

TDAP recommends that families immediately report hazardous situations to HPD's Office of Code Enforcement by calling 311 or 911 for immediately life threatening conditions. An HQS complaint inspection will be considered critical if the defect creates an immediately hazardous situation. Inspections by HPD Code Enforcement may be used to verify the existence or correction of an emergency hazard. If the defect endangers the family's health or safety, the owner will be required to make the repair within 24 hours. In these instances, HPD will provide the owner and tenant with written notification of the emergency, the 24-hour correction requirement and the possibility of the suspension of HAP payments if the repairs are not made. Payment suspensions will be effective the first of the month following the correction period.

HPD has the right to terminate a contract if another federal, state or city authority or agency inspects a unit and certifies that it is unsafe for the family.

Annual HQS

Housing Quality Standard Inspections are completed before subsidy begins but are not required on an annual basis. However, a TDAP participant or interested third party may request an HQS inspection by contacting 311. HPD will then conduct an inspection.

Abatement of Rent and Contract or Program Termination for HQS Failure

For owner-caused non-emergency failures in occupied units, owners will be given the option of certifying in writing that the defects have been corrected. An HPD-provided Certification of Completed HQS Repairs form must be signed by both tenant and owner and submitted to HPD via certified mail, fax, or e-mail within 25 days of the failed inspection to avoid abatement on the first of the month following the 25-day correction period.

If the owner does not correct failures within 25 days, HPD will abate Rental Assistance Payment. The abatement will take effect the first of the month following the 25-day correction period and will continue until all HQS deficiencies have been corrected and verified via receipt of a self-certification form or a verification inspection.

If the owner has made repairs but is unable to obtain the signature of the tenant on the Certification of Completed HQS Repairs form, the owner may request a verification inspection. HPD will make reasonable attempts to re-inspect the unit before the 25th day; however, payment will not be abated if the inspection cannot take place before the 25th day. The items are verified corrected as of the date indicated by landlord. If the unit does not pass the scheduled verification inspection, retroactive abatement will take place.

Non-certifiable items (i.e., emergency failures and tenant-caused failures) will continue to be automatically re-inspected — emergency failures within 24 hours, and tenant-caused failures within 25 days. For an initial/vacant unit, it is the landlord's responsibility to notify HPD that corrections have been made and to request a second inspection.

If a unit fails the second inspection for an emergency failure, Rental Assistance Contract payments will be abated on the first of the month following the initial 24-hour correction period. The owner must notify HPD and provide documentation of corrections in order for a third inspection to occur. If the unit then passes, retroactive payments will be made to the date the repairs were documented, so long as notification of repair occurs within 60 days of the repair.

If a vacant unit fails the verification inspection, HPD will cancel the RFUA as written under "Initial Inspections for New Program Units" (p. 8-7). For tenant-caused failures, if corrections are not made by the verification inspection, HPD will begin termination procedures, as written under "Tenant-Caused Failures" (p. 25).

HPD reserves the right to re-inspect for any self-certified failure items for verification purposes. In addition, HPD will randomly re-inspect at least 25% of all self-certified failure items for quality assurance purposes. If a random quality assurance re-inspection reveals that self-certified item is not corrected, the unit will fail inspection.

Self-certification is not accepted for the following failures:

- Tenant-caused failures
- If a tenant disputes that the defect has been corrected
- Vacant units
- Initial inspections

Owner-Caused Failures: When an owner fails to correct an HQS failure within the allotted timeframe, HPD will provide the owner with written notice that the RAC payment will be abated effective the first of the month following the correction period. A copy of the notice will also be sent to the tenant. The notice of abatement states that the tenant is not responsible for HPD's portion of any abated rent.

The abatement will continue until all HQS deficiencies have been corrected and verified via receipt of self-certification of HQS corrections or by re-inspection. It is the owner's responsibility to notify HPD that deficiencies have been corrected. If repairs are not made within 90 days (or less, as determined by HPD in more severe cases), HPD reserves the right to terminate the Rental Assistance Contract. HPD will provide the tenant with at least 30 days' notice before the contract termination occurs. As funding allows, HPD will provide the tenant with a new coupon, provided that the family remains eligible for assistance

and can provide evidence that it is in good standing with the current lease requirements, including payments to owners. HPD may, at its discretion, waive the requirement for the tenant to document good standing with lease requirements when there is a compelling and urgent health or safety-related need that requires the tenant to move immediately.

If the defects are corrected after notification of contract termination but before the effective date, HPD may rescind the termination.

Tenant-Caused Failures: When the tenant causes an HQS failure, HPD will provide the tenant with a notice of the defect and the required timeframe to correct the defect.

If the family causes a hazardous HQS failure requiring immediate correction, the family must correct the defect within no more than 24 hours at the family's expense. For other family-caused defects, the family must correct the defect within no more than 25 calendar days. If defects are not corrected within the above timeframe, HPD will terminate the tenant's participation in the program on the first of the month following the correction period.

8) Information Verification, Income Calculation and Subsidy Payments

Verification

Before an applicant is issued a coupon, and at the time of any subsequent reexamination, HPD must verify all information that is used to establish the family's eligibility and level of assistance. Applicants and participants must cooperate with the verification process as a condition of receiving assistance. HPD will not pass on the cost of verification to the family.

All verification documents provided to be HPD for TDAP must be dated within 180 days of HPD's receipt. HPD reserves the right to request more current verification documents on a case by case basis. Misrepresentation of income or other eligibility criteria may result in denial and/or termination from the program.

As HPD determines necessary, HPD may use written third-party verification forms, original third party documents (i.e, pay stubs, benefit letters), oral verification, and/or client self-certification of income. HPD may also use third party verification computer printouts, computer matching or digital images provided from other government or non-government agencies. All client-provided documents must be original and HPD may conduct follow-up verification to verify the authenticity of any verification documents.

In general, HPD will use the following table to determine sufficient documentation:

Verification Factors	Form of Documentation
<i>Household Composition – Legal Identity (required for each listed household member)</i>	
Name	A form of <u>government issued</u> identification document such as a birth certificate, driver's license. Or, an employment identification card.
Age	Government issued documentation such as a birth certificate or driver's license that includes a birth date
Married	Certificate of marriage or license
Divorced	Copy of the certified divorce decree
Separated	Copy of a certified, court-ordered maintenance award (if legal) or a notarized statement declaring separation
Interdependent relationship (i.e., not married or registered as domestic partners with the City Clerk)	Joint bank accounts, purchases or loans; prior or current lease showing co-habitation; credit report showing residence and joint financial activity
Guardian	Court ordered guardianship order; verification from a social service agency
Disability	Documentation includes but is not limited to: letters regarding qualification for or receipt of SSI payments or disability benefits from the responsible agency; proof of residence in an institution; documents showing hospitalization for a disability; or a letter from another knowledgeable professional such as a health or service professional or a social worker
<i>Income</i>	
Employment Income	<p>Verification forms for employment income must specify: Beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next 12 months.</p> <p>HPD may also request the following documentation:</p> <p>Most recent paycheck stubs (consecutive: six for weekly pay, three for bi-weekly or semi-monthly pay, two for monthly pay); W-2 forms if the applicant has had the same employer for at least two years and increases can be</p>

Verification Factors	Form of Documentation
	accurately projected; earnings statements; and most recent federal income tax statements
Self-employment, Gratuities	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; signed self-certifications or income tax returns may be used.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding 12 months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next 12 months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next 12 months.
Unemployment Compensation	Benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, and pay period and benefit schedule.
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule; copies of validated bank deposit slips with identification by bank. For tenants receiving SSI or SS that are being recertified early in the year before receiving their benefit letters, HPD will apply the published Cost Of Living Adjustment to the prior year's benefit when determining anticipated income from these sources.
Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule; copies of validated bank deposit slips with identification by bank; if applicable, maximum shelter allowance schedule with ratable reduction schedule provided by applicant.
Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts.
Disability Income/Workers Compensation	Benefit letter from authorizing agency indicating pay rate and period over which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term; copies of validated bank deposit slips with identification by the bank.
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term; copies of validated bank deposit slips with identification by the bank; most recent quarterly pension account statement. For elderly or disabled households where 100% of household income is fixed income such as a pension, HPD will apply any published cost of living adjustments to the previously verified income amount. No additional verification will be required from the household.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court. If payments are irregular, the family must provide: -A copy of separation or settlement agreement or divorce decree stating the amount and type of support and payment scheduled; - A statement from the agency responsible for enforcing payments to show

Verification Factors	Form of Documentation
	that the family has filed for enforcement; -A notarized affidavit from the award recipients indicating the amount received; -A public assistance notice of action showing amounts received by the human resource/social service agency for child support.
Education Scholarships	Award letters showing the scholarship's purpose, amount and dates of the award(s).

Enterprise Income Verification

HPD uses the Enterprise Income Verification (EIV) system to identify any duplication of benefits by program applicants. The HUD Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system.

At admissions and when adding a member to the household, HPD will use EIV to review reports to determine if a tenant is receiving subsidy in another housing program. Federal regulations prohibit individuals from receiving rental assistance if they are receiving another housing subsidy (24 CFR 982.551). HPD's verification process is not limited to use of EIV and may encompass data provided by other government agencies.

Annual Income

Annual Income: When determining household income, HPD will include and the family must report all amounts, monetary or not, that go to, or are on behalf of, the family head or spouse or to any other family member.

Annual Income Exclusions: HPD will exclude the following types of income when determining annual income:

- 1) Income from employment of children (including foster children) under the age of 18 years;
- 2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- 3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
- 4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- 5) Income of a live-in aide, as defined in 24 CFR § 5.403;
- 6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- 7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- 8) Amounts received under training programs funded by HUD;
- 9) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

- 10) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- 11) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- 12) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- 13) Temporary, nonrecurring or sporadic income (including gifts);
- 14) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 15) Earnings for each full-time student 18 years old or older (excluding the head of household and spouse);
- 16) Adoption assistance payments for adopted child;
- 17) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- 18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 19) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and/or,
- 20) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Zero Income Policy

There is no minimum income requirement. However, staff must use good interviewing and investigative skills, including any available third party verification systems such as the Welfare Management System to determine whether an applicant actually has income but is not fully reporting it. For any family reporting less than \$2,000 gross annually, the Head of Household will be required to complete a Statement of Income and Expenses documenting the family's regular living expenses (such as food and shelter) and the source of revenue for each expense. HPD also reserves the right to require submission of the Statement of Income and Expenses by the Head of Household if the family's income is deemed unreasonably low to cover basic needs based on family size. Failure to provide such information will be grounds for denial of assistance. HPD reserves the right to require non-elderly, nondisabled participants who claim zero income, or an amount deemed unreasonably low to cover basic needs based on family

size, to recertify at HPD's discretion. HPD reserves the right to request recertification of income at any time during the tenant's participation in the program.

Payment Standards

HPD will establish payment standards equal to 110% of the HUD-determined fair market rent. HPD will only update the family's payment standards if the family moves to a new unit as a result of an emergency move.

Utility Allowance

HPD will apply the utility current allowance schedule from its Housing Choice Voucher Program. HPD will only update the utility allowance if the client moves to a new unit as a result of an emergency move.

Subsidy Calculation and Payment

HPD will provide a subsidy to eligible participants for up to twenty-four (24) months from the effective date of the initial RAC. Family will pay the highest of the following amounts, rounded to the nearest dollar:

- 30% of the family's gross monthly income;
- Public assistance rent or
- The minimum rent of \$50.

HPD will determine the HPD-provided subsidy by subtracting the family portion from the lower of the gross rent or the payment standard. Gross rent equals the contract rent plus the applicable utility allowance. The HPD subsidy will be paid directly to the property owner and may not exceed the *contract* rent for the unit.

If a family leases a unit where the gross rent exceeds the applicable payment standard, HPD will use the payment standard and not the gross rent to determine the level of HPD assistance. The family will be responsible for all costs in excess of the payment standards. HPD will enforce "Maximum Family Share" requirements at the time of initial occupancy of that unit.

Hardship Exemption from Minimum Rent Policies

HPD will grant an exception to the minimum rent requirement if the family is unable to pay the amount because of financial hardship as defined below:

- When the family has lost eligibility or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- When the family would be evicted because it is unable to pay the minimum rent;
- When the income of the family has decreased because of changed circumstances, including loss of employment;
- When a death of an income earner in the family has occurred; or
- Other circumstances determined by HPD or HUD on a case-by-case basis.

Privacy Rights

Applicants and participants, including all adults in their households, are required to sign form HUD 9886 and/or HPD's Authorization for the Release of Information. These documents incorporate the Federal Privacy Act Statement and describe the conditions under which HUD/HPD will release family information. HPD's policy regarding the release of information is in accordance with state and local laws, which may restrict the release of family information.

HPD's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location, which is only accessible by authorized staff. All files must be signed for when removed from the file storage area and returned promptly after use. Access to information stored electronically will be limited to HPD employees with proper authorization.

HPD staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

9) Continued Occupancy

Family Obligations

Participants are required to abide by all applicable HPD and HUD rules and regulations. Failure to do so may result in loss of TDAP assistance. The following are obligations of participants under TDAP. By accepting payments on their behalf and signing the Family Obligations Certification, participants agree to meet these obligations. Violation of one or more of these obligations is grounds for denial or termination of assistance.

The family must:

- Supply any information that HPD determines is necessary in the administration of the program. This includes any requested certification, release or other documentation. All information must be true and complete;
- Supply any information regarding family income and composition requested by HPD for use in any interim recertification;
- Disclose and verify social security numbers. This does not apply for TDAP-Private applicants or Participants
- Allow HPD to inspect the unit at reasonable times and after reasonable notice;
- Be held responsible for an HQS breach caused by the family;
- Notify HPD and the owner before the family moves out of the unit, or terminates the lease on notice to the owner;
- Notify HPD of any planned absences from the unit greater than 90 days;
- Promptly give HPD a copy of any owner eviction notice;
- Use the assisted unit for residence by the family and the unit must be the family's only residence;
- Accept alternate long-term federal housing subsidy such as Public Housing and Section 8 and give up TDAP if such is offered;
- Inform HPD of any changes in family composition, including the birth, adoption or court-awarded custody of a child, or the removal of any family member from the unit. The composition of the family residing in the unit must be approved by HPD; and

The family must *not*:

- Commit any serious or repeated violation of the lease;
- Assign the lease, transfer the unit or sublet the unit;
- 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);
- Have a family member own the unit;
- Receive TDAP assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative (as determined by HUD) federal, state or local housing assistance program;
- Engage in profit making activities in the unit, unless such activities are legal *and* incidental to primary use of the unit for residence by members of the family;
- Decline offers of long-term housing subsidy;
- Engage in drug-related criminal activity, violent criminal activity, other criminal activity, or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Interim Reexamination

HPD will conduct a reexamination prior to initial lease-up on the program. Following the initial lease-up, families may request interim reexaminations to reflect any change in family circumstances. Interim reexaminations may be requested for any of the following reasons:

- Increase in Household Income
- Decrease in Household Income
- Change in Family Composition

All interim reexaminations are optional; however, a family may only add a family member to a household if the household member is approved by HPD and an interim reexamination is conducted (see 'Changes in Family Composition' for additional detail).

The participant may be required to attend a reexamination appointment and must provide any documentation requested by HPD to verify the change in family composition and household income. HPD will re-verify and recalculate the participant's income and will re-determine the rent accordingly.

Tenant share decreases will become effective on the first of the month following the date the participant reported the change. If tenant share increases, HPD will provide thirty-days of notice of all tenant share increases and the new tenant share will become effective the first of the month following the thirty-day notice. HPD may waive notice requirements if the family fails to provide required documentation in a timely manner or if the family misrepresented family circumstances.

Changes in Family Composition

HPD must approve all changes in family composition that result in the family adding a household member. HPD will only approve an additional household member if the household member is a minor child being added by birth, adoption, and/or court-awarded custody. HPD will make exceptions to this policy on a case by case basis, including circumstances where the change in family composition relates to a reasonable accommodation for a person with a disability.

All changes in family composition will count towards the limit on interim reexamination unless the family receives an approved hardship exemption from this limit.

Emergency Moves

A family is not permitted to move while receiving TDAP assistance except under the following documented circumstances:

- As a reasonable accommodation for a person with a disability;
- The family is overcrowded in the assisted unit in accordance with HUD HQS; or,
- The family is in an emergency situation where remaining in the unit poses an imminent threat to their safety or health (i.e., VAWA).

HPD will not approve any move outside of HPD's jurisdiction.

If a family is approved to move, HPD will require that the family will be re-issued a TDAP Coupon and must locate a unit consistent with all Coupon Issuance, Leasing, and Unit Standard policies. A family move will NOT impact the expiration date of the family's term of TDAP assistance, which is 24 months from the start of TDAP assistance if funding is available.

Recertifications:

HPD will continue to make RAC payments on behalf of the family provided that the family and property owner remain in good standing with all program requirements. HPD may conduct an interim recertification for any changes in family income or family composition that are reported during TDAP participation. Families are required to report changes in family composition. This includes any additions to the household by marriage, birth or adoption or decreases in household composition. Families are not

required to report changes in income during TDAP participation. However, if the family reports any change of income to HPD, HPD will complete an interim certification to adjust RAC payments.

10) Ineligibility, Denial or Termination of TDAP Participation

Eligibility for participation in TDAP is determined at the initial eligibility screening/pre-certification stage by the Placement Task Force (PTF) and at the program eligibility determination stage by the Division of Tenant Resources (DTR). Additionally, once admitted into the program, participants have continuing program obligations; failure to comply with those obligations may lead to termination of assistance. Determinations on participation in the program will be made by an HPD staff member in accordance with program rules and regulations. HPD will provide affected households with the opportunity to appeal negative determinations made during the three separate stages - Pre-certification (ineligibility), Eligibility Determination (denials) and at any time during program participation (termination).

Initial Eligibility Screening/Pre-Certification – Ineligibility (Placement Task Force - PTF):

HPD's Placement Task Force must determine an applicant ineligible under any of the following circumstances:

- 1) Applicant did not establish NYC residency and displacement as a result of hurricane Sandy
- 2) Household has income above 50% of the Area Median Income
- 3) Applicant is eligible to receive assistance under Disaster Housing Assistance Program (DHAP)
- 4) Applicant is currently receiving other housing subsidy (including but not limited to: Section 8, public housing, Uniform Relocation Act assistance, FEMA rental assistance);
- 5) Applicant failed to provide full and complete application for TDAP
- 6) Applicant failed to attend an application workshop to submit a TDAP application

Mandatory Denial/Termination of Assistance – (Division of Tenant Resources – DTR)

HPD must terminate program assistance for a participant under any of the following circumstances:

- If any member of a household is subject to a lifetime registration requirement under a State sex offender registration program;
- Participant has been receiving assistance TDAP for 24 months and/or funds are no longer available;
- Participant or Applicant receives other long-term federal housing subsidy such as Section 8, Uniform Relocation or Public Housing

Permissible Grounds for Denial and/or Termination

HPD may deny/terminate assistance under the following circumstance:

- Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- Any household member is currently engaging in illegal use of a drug;
- Any member of the family commits drug-related criminal activity, or violent criminal activity;
- HPD has reasonable cause to believe that a household member's alcohol or illegal drug use or a pattern of alcohol or illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Household receives TDAP assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance as determined by HPD;
- The family has engaged in or threatened abusive or violent behavior toward HPD personnel. This includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. "Threatening" refers to oral or written

threats and physical gestures or use of animals as weapons that communicate an intent to abuse or commit violence;

- The family has misrepresented income, household members, or any other reported information on or accompanying the TDAP application;
- The family has violated one of the family obligations listed on the coupon or HPD briefing booklet.
- The family has failed to provide information requested by HPD or the family has failed to attend their scheduled briefing with HPD;
- A family member has engaged in activity that may threaten the health or safety of the owner, property management staff, or persons performing the contract administration function or responsibility on behalf of HPD, including an HPD employee or contractor or agent.

Preventing, Detecting, and Investigating Errors and Program Abuse

If HPD makes a determination that a family, owner or HPD employee has abused the program, HPD will take action to correct the situation. HPD may at any time deny program assistance to an applicant or terminate program assistance for a participant if a preponderance of the evidence shows that any family member has willfully and intentionally committed fraud, bribery, or any other corrupt or criminal act in connection with a federal housing program. HPD's actions will vary based on the nature and severity of the abuse.

Fraud and abuse can consist of either a single act or a pattern of actions made with the intent to deceive or mislead, and which constitutes a false statement, omission, or concealment of a substantive fact. Fraud and abuse result in the payment of program funds in violation of program requirements.

In determining whether a case of fraud or abuse exists, HPD must recognize the differences between unintentional and intentional misreporting. HPD must also evaluate the special circumstances and seriousness of a case to determine whether further investigation for evidence of fraud or abuse is required. For example, failure to report required information due to a lack of understanding may be considered an error or omission and not fraud or abuse. For owners, collecting payment for a vacated unit when the owner is not aware that the assisted family has vacated may also be considered an error or omission and not fraud.

Fraud allegations are received or discovered from many different sources. When information indicates that fraud may exist, the family and/or owner and/or HPD employee may be required to attend a conference to review the issue. HPD will decide whether or not to forward the case to HPD's Inspector General for further investigation, either before or after a conference takes place. Referral to the IG does not prohibit HPD from making a decision to deny assistance to an applicant or terminate program assistance for a participant or owner.

Repayment Agreements

At HPD's discretion, repayment agreements may be executed with participants who owe HPD money as a result of current or previous participation in the TDAP program. However, HPD is not obligated to enter into a repayment agreement with any tenant and may terminate program assistance for a family's violation of their program obligations.

If the tenant does not comply with a repayment agreement, HPD may terminate the tenant from the program. However, HPD will consider extenuating circumstances on a case-by-case basis.

In cases where a household received multiple housing assistance while participating in TDAP, the household will be required to pay back any overpayment of TDAP while other assistance was received by the household. Additionally, if HPD determines that the family committed fraud or was grossly irresponsible, HPD may move straight to termination and require the family to repay the entire amount in

full without a repayment agreement. In these instances, HPD may refer the case for criminal prosecution through the Inspector General.

HPD reserves the right to set payment conditions, including down payment amount, length of agreement, and monthly minimum payments.

11) Appeals of Ineligibility, Denial or Termination of TDAP Participation

Under TDAP, HPD will provide program applicants and participants an opportunity to appeal negative determinations at three separate stages- 1) Initial Eligibility Screening/Pre-Certification, 2) Program Eligibility Determination, and 3) decisions to terminate assistance or subsidy determinations made during program participation.

Opportunities to appeal consist of appeals by written submission regarding initial eligibility screening, informal reviews for applicants who are denied assistance and informal hearings for participants who are terminated from the program.

1) Initial Eligibility Screening/Pre-Certification – Appeal by Written Submission for Applicants (Placement Task Force)

HPD's Placement Task Force (PTF) will solicit, collect and complete a review of TDAP applications. If, based on review of the application, an applicant is determined ineligible based on the criteria described in Chapter 10 of this Plan; the applicant will receive written notification of that determination. An applicant at the initial eligibility screening stage may appeal that determination by requesting an appeal by written submission.

Requesting an Appeal by Written Submission

Applicants may request a review of PTF's ineligibility determination by written submission. An appeal letter and any supporting documentation may be mailed to TDAP – Placement Task Force Appeals Unit, Office of Asset and Property Management at 100 Gold Street, Room 7-Z7, New York, NY 10038. The letter must be mailed by the "Written Request for Appeal Due Date" as indicated on the **Pre-Certification Determination Notice of Ineligibility**. This due date is generally within seven (7) calendar days of the Date of Pre-Certification Determination.

An applicant may supplement their appeal with additional documentation by sending such documentation to the same address and within the deadline described above.

Process of Appeal by Written Submission

The Appeals Coordinator will review PTF's ineligibility determination and make a final determination about whether or not the program rules and regulations were correctly or incorrectly applied by PTF. In conducting its review, the Appeals Coordinator will consider documentation submitted by the applicant so long as such documentation is received by the deadline provided on the Pre-Certification Determination Notice.

Issuance of Decision

A Decision will be issued by the Appeals Coordinator within a reasonable timeframe after the submission of the appeal. A notice of the final decision will be provided in writing to HPD and the applicant. If the PTF decision is reversed, the applicant will be informed of that fact and the application will be forwarded to HPD's Division of Tenant Resources (DTR) for Program Eligibility Determination.

2) Program Eligibility Determinations - Informal Review for Applicants (DTR)

An informal review is an appeal by an applicant who has already met initial screening criteria and has been pre-certified by the Placement Task Force. HPD will give all applicants prompt notice of a decision denying assistance along with a brief statement of the reason for HPD's decision. Depending on the reason (see below), the applicant may be given the opportunity to request an informal review of the decision and a time limit for requesting a review. An informal review consists of an appearance by the applicant before a Hearing Officer, a review of the application, its supporting material and any additional written material that an applicant wishes to submit to support the claim of eligibility.

When an Opportunity for an Informal Review is Required

Generally, HPD must provide applicants with the opportunity for an informal review of decisions denying assistance:

- Issuance of a coupon;
- Participation in the program
- Removal from the waitlist

Generally, informal reviews are not required for the following reasons for denial of assistance:

- Discretionary administrative determinations by HPD;
- General policy issues or class grievances;
- A determination of the family unit size under HPD's subsidy standards;
- HPD's determination not to approve an extension or suspension of a coupon term;
- Disapproval of the owner's lease form;
- An HPD determination not to grant approval of the tenancy;
- An HPD determination that a unit selected by the applicant is not in compliance with HQS; and
- An HPD determination that the unit is not in compliance with HQS because of the family size or composition.

When an applicant is denied assistance because the household income is above the applicable income limits, the period determining income eligibility ends on the date the *Notice of Denial of Temporary Disaster Assistance Program Assistance* is printed. Therefore, applicants must prove that they were income eligible at the time the denial notice was issued. Subsequent decreases in income will not be considered.

Time Limits

Unless otherwise specified, requests for informal reviews must be made in writing and received by HPD, either by mail or in person, within 21 calendar days from the date printed on *the Notice of Denial of Temporary Disaster Assistance Program Assistance*. Requests may be mailed or hand delivered to HPD's TDAP - DTR Appeals Unit. HPD will not accept phone call requests for an informal review. If the applicant does not request an informal review in accordance with these procedures, HPD's determination will become final. HPD will attempt to schedule all informal reviews within 14 calendar days of receipt of the request.

Requests to reschedule an informal review will only be considered for documented emergency situations.

Requesting an Informal Review

Applicants may appeal a Denial of Temporary Disaster Assistance Program Assistance by submitting a Request for Informal Review form by mail to TDAP Appeals Unit, Room 4Q7, 100 Gold Street, NY, NY 10038 or may be hand delivered to HPD's Room 1-0 at 100 Gold Street. Appeal requests must be received within twenty-one (21) calendar days of the date of the *Notice of Denial of Temporary Disaster Assistance Program Assistance*. HPD will not accept phone call requests for an informal review. If the applicant does not request an informal review in accordance with these procedures, HPD's determination will become final. HPD will attempt to schedule all informal reviews within 14 calendar days of receipt of the request.

Procedure of Informal Review for Applicants

The Hearing Officer will conduct the informal review. The Hearing Officer will be an HPD employee other than the person who made or approved the determination under review or a subordinate of that person.

The family or its representative may request pre-informal hearing discovery of HPD documents including records and regulations relevant to the informal review. The family may make copies of any such documents at their own expense.

Before any informal review, HPD must be provided the opportunity to examine any family documents that are directly relevant to the informal review at its office. HPD must be allowed to copy any such document at its own expense. If the family does not make a document available for examination on request of HPD, the family may not rely on the document at the informal review.

The participant will be given the option of presenting oral and/or written objections to the determination in question. The family has a right to legal counsel or other representation at their own expense. Both HPD and the family will have the opportunity to present evidence and/or witnesses.

Issuance of Decision

The Hearing Officer will make a determination about whether or not the rules and regulations were correctly or incorrectly applied by the program. Within a reasonable time after the informal review, the Hearing Officer will issue a final written decision upholding or reversing the Division of Tenant Resources' decision to deny assistance.

3) Informal Hearing for Program Participants (DTR)

An informal hearing is an appeal by a TDAP program participant who has been accepted into TDAP and who has had at least one housing assistance payment made on his or her behalf. HPD will give all participants prompt notice of a decision terminating assistance along with a brief statement of the reason for HPD's decision. Depending on the reason (see below), the participant may be given the opportunity to request an informal hearing of his or her termination from the program. The request for a hearing must be made within the time limit for requesting a hearing indicated on the *Notice of Termination of Temporary Disaster Assistance Program Assistance*.

Requesting an Informal Hearing

Participants may appeal Termination of Temporary Disaster Assistance Program assistance by submitting a Request for Informal Hearing form by mail to TDAP Appeals Unit, Room 4Q7, 100 Gold Street, NY, NY 10038 or may be hand delivered to HPD's Room 1-0 at 100 Gold Street. Appeal requests must be received within twenty-one (21) calendar days of the date of the Notice of Termination. HPD will not accept phone call requests for an informal hearing. If the participant does not request an informal hearing in accordance with these procedures, HPD's determination will become final. HPD will attempt to schedule all informal hearing within 14 calendar days of receipt of the request.

Procedure for Informal Hearing

The Hearing Officer will conduct the informal hearing. The Hearing Officer will be an HPD employee other than the person who made or approved the determination under review or a subordinate of that person. The family or its representative may request pre-informal hearing discovery of HPD documents including records and regulations relevant to the informal hearing. The family may make copies of any such documents at their own expense.

Before any informal hearing, HPD must be provided the opportunity to examine any family documents that are directly relevant to the informal hearing at its office. HPD must be allowed to copy any such document at its own expense. If the family does not make a document available for examination on request of HPD, the family may not rely on the document at the informal hearing.

The participant will be given the option of presenting oral and/or written objections to the determination in question. The family has a right to legal counsel or other representation at their own expense. Both HPD and the family will have the opportunity to present evidence and/or witnesses.

Issuance of Decision

The Hearing Officer will make a determination about whether or not the rules and regulations were correctly or incorrectly applied by the program. Within a reasonable time after the informal hearing, the Hearing Officer will issue a final written decision upholding or reversing Program's decision to terminate assistance.

For All Appeal Types:

HPD is not bound by an Informal Review or Informal Hearing decisions which:

- Contradict Federal regulations or requirements;
- Contradict federal, state or local laws; or
- Exceed the authority of the person conducting the informal hearing

Substitute Hearing Officer

When an Appeal Officer is unable to render a written decision after presiding over or reviewing an appeal by written submission, an informal review or a hearing because of death, disability, or extended leave, or is unable to carry out his or her duties or because that Officer leaves HPD's employ, HPD will assign a substitute Appeal Officer to review the record. The record shall include all testimony (if applicable) and evidence submitted at the appeal by written submission, informal review or hearing and either the audio recording or a written transcript of the informal review or hearing when available. The assigned substitute Appeal Officer will render a written decision based upon his or her review of the record and pursuant to the procedure prescribed in this Administrative Plan and provide an explanation for the decision to HPD and the participant or applicant in writing.